

Maine County Commissioners Association

2021
Request
To
Department of Corrections

TABLE OF CONTENTS

DEPARTMENT OF CORRECTIONS

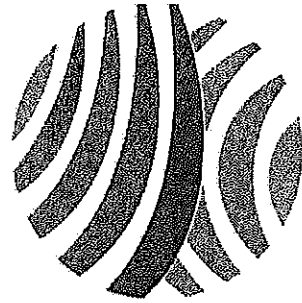
REQUEST FOR FUNDING

- I. Spreadsheet Summarizing County Requests
- II. Kennebec County
- III. Knox County
- IV. Cumberland County
- V. Hancock County
- VI. Oxford County
- VII. York County
- VIII. Piscataquis County
- IX. Aroostook County
- X. Penobscot County
- XI. Sagadahoc & Lincoln Counties
- XII. Somerset County

COUNTY	PROJECT	DOLLAR REQUEST	STATUS	QUOTE - INVOICED	60% DISTRIBUTION
KENNEBEC COUNTY	Johnson Control Camera & Server Upgrade	\$ 47,055.18	PENDING	Johnson Controls - Quote	\$ 28,233.11
KNOX COUNTY	Structural Improvements at Jail	\$ 190,000.00	PENDING	Knowles Quote	\$ 278,858.40
	Paving two parking lots and access road	\$ 224,034.00	PENDING	Competitive Bid Tab	
	Toilet Valve Replacement	\$ 39,000.00	PENDING	Estimate	
	Dishwasher Replacement at Jail	\$ 11,730.00	PENDING	Pine Tree Food - Quote	
		<u>\$ 464,764.00</u>			
CUMBERLAND COUNTY	Replacement of Jail Radio System	\$ 133,262.89	COMPLETED	RCM - INVOICE	\$ 79,957.73
HANCOCK COUNTY	Inmate Medical at Jail - Overspent	\$ 105,000.00	COMPLETED	YTD Budget	\$ 129,960.00
	Overtime/Part-time Wages - Overspent	\$ 85,000.00	COMPLETED	YTD Budget	
	Other Jail Overages	\$ 26,600.00	COMPLETED	YTD Budget	
		<u>\$ 216,600.00</u>			
OXFORD COUNTY	Converting 72 hr hold to Full Service Jail	\$ 768,784.00	ONGOING	YTD Budget	\$ 461,270.40
YORK COUNTY	Jail Medical Unbudgeted Increase	\$ 187,522.00	ONGOING	YTD Budget	\$ 112,513.20
PISCATAQUIS COUNTY	HVAC work at Jail	\$ 4,826.38	PENDING	Email narrative	\$ 34,853.42
	Jail Door System	\$ 42,737.00	PENDING	Email narrative	
	Computer Technical items	\$ 10,525.65	PENDING	Email narrative	
		<u>\$ 58,089.03</u>			
AROOSTOOK COUNTY	Medical, Covid, Kitchen Supplies	\$ 108,642.04	COMPLETED	Budget narrative	\$ 65,185.22
PENOBSCOT COUNTY	Jail Elevator modernization	\$ 98,460.00	PENDING	Quote - Pine State	\$ 59,076.00
SAGadahoc & LINCOLN	Roof Repairs & Cooler Replacement	\$ 89,000.00	PENDING	Email Cost Breakdown	\$ 53,400.00
SOMERSET	Jail Medical Overage	\$ 563,474.00	ONGOING	Email & Contract	\$ 338,084.40
	TOTAL REQUESTED	\$ 2,735,653.14		60% of REQUEST	\$ 1,641,391.88

KENNEBEC COUNTY

**Johnson
Controls**





Johnson Controls Fire Protection LP
30 Thomas Drive
Westbrook, ME 04092

Johnson Controls Fire Protection LP Quotation

To:
Kennebec County Sheriff Office
125 State Street
AUGUSTA, ME 04330-5631

Project: Kennebec County FLIR Server - CPQ-146561
Johnson Controls Reference: 650146561
Proposal #: 1
Date: 11/17/2021
Page: 2 of 8

Items cited on this quote are products and services on the Johnson Controls Fire Protection LP Sourcewell Contract 031517 SGL.

Johnson Controls is pleased to offer for your consideration this quotation for the above project

Scope of Work

JCFP SCOPE OF WORK

- Furnish, Install and Commission two (2) USS-PRM-56R5-48 2U Premium servers with Mirrored OS and 56TB Raid-5 storage (48TB usable. Hot-plug SATA HDD. Dual, Hot-plug PS. iDRAC9 Express SM. Includes OS optimization for UVMS application.
- Furnish, Install and Commission two (2) Latitude Failover Directory Server Licenses (One Fail Over Directory License is required per Fail Over Directory Server)
- Furnish, Install, and Commission seventy-five (75) Latitude Failover Channel Licenses (one Failover Channel License is required per Failover Channel)
- Rebalance existing cameras over customer owned servers and JCFP provided servers
- Provide two (2) days of FLIR professional services for server migration and rebalancing to assist JCFP technician

Clarifications

- JCFP will work during normal business hours M-F 7 AM - 4 PM except for major holidays
- Devon Parsons will be present during the duration of the project

Ryan Hunt
Life Safety Systems Sales Representative
207-239-8293
ryan.hunt@jci.com

THIS PROPOSAL IS VALID FOR 30 DAYS

Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America



Project: Kennebec County FLIR Server - CPQ-146561
Johnson Controls Reference: 650146561
Proposal #: 1
Date: 11/17/2021
Page: 4 of 8

QTY	MODEL NUMBER	DESCRIPTION
	FLIR PRO SERVICES	
	DPSUB	FLIR PROFESSIONAL SERVICES
	JCI LABOR	
	PM LAB	PROJECT/CONSTRUCTION MGMT
	TECH LAB	TECHNICAL LABOR
	FLIR EQUIPMENT	
2	LAT-FODS	Latitude One Failover Director
75	LAT-FOC	Latitude One Failover Channel
2	USS-PRM-56R5-48	2U Premium Server with 56TB RA

Total net selling price, FOB shipping point, \$47,055.18

Items cited on this quote are products and services on the Johnson Controls Fire Protection LP Sourcewell Contract 031517 SGL.

Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America



TERMS AND CONDITIONS (Rev. 11/21)

1. **Payment.** All payments are due net thirty (30) days from the date of invoice. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within thirty (30) days from the date of the invoice. Work performed on a time and material basis shall be at Company's then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to 100% percent based upon equipment delivered or stored, and services performed. In the event project duration exceeds one month, Company reserves the right to submit partial invoices for progress payments for work completed at the project site. Customer agrees to pay any progress invoices in accordance with the payment terms set forth herein. In exchange for close-out documents to be provided by Company, Customer agrees to pay Company the remaining project balance when on-site labor is completed and prior to any final inspections. Customers without established satisfactory credit and Customers who fail to pay amounts when due may be required to make payments of cash in advance, upon delivery or as otherwise specified by Company. Company reserves the right to revoke or modify Customer's credit in its sole discretion. Customer's failure to make payment when due is a material breach of this Agreement and will give Company, without prejudice to any other right or remedy, the right to (a) stop performing any Services and/or withhold further deliveries of Equipment and other materials; terminate or suspend any unpaid software licenses; and/or terminate this Agreement; and (b) charge Customer interest on the amounts unpaid at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

2. **Deposit.** Unless prohibited by law, Customer agrees to pay a deposit equal to 30% of the project sell price (pre-tax) prior to Company providing any labor or materials on the project. Company will generate an invoice for the 30% deposit after Company's receipt of a written agreement or order from Customer. Company will not commence work until receipt of the deposit.

3. **Pricing.** The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, Company may increase prices upon notice to the Customer. All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits, and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) liability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

4. **Alarm Monitoring Services.** Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

5. **Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with federal, state/provincial and local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

6. **Limitation of Liability; Limitations of Remedy.** It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage shall be obtained by the Customer and that amounts payable to company hereunder are

based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences thereof that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences thereof, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company to be calculated with reference to payments made at the time the loss is sustained. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. In no event shall Company be liable for any damage, loss, injury, or any other claim arising from any servicing, alterations, modifications, changes, or movements of the Covered System(s) or any of its component parts by Customer or any third party. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages; for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyberattacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

7. **Reciprocal Waiver of Claims (SAFETY Act).** Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-Terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

8. **General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section of the listed attachments ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such

repair work be declined Company shall be relieved from any and all liability arising therefrom, UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

9. **Customer Responsibilities.** Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced.
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this Agreement.

Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

10. **Excavation.** In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company due to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

11. **Structure and Site Conditions.** While employees of Company will exercise reasonable care in this respect, Company shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not created by Company or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to



Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

12. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

13. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapor, dust or fume or the creation of an oxygen-deficient atmosphere may occur,
- "permit confined space," as defined by OSHA for work performed by Company in the United States, risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

14. COVID-19 Vaccination. Company expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of Company's personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to Company's personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of Company.

15. Occupational Health and Safety/OSHA Compliance. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of applicable laws regarding occupational health and safety for work performed in Canada or the Occupational Safety Health Act for work performed by Company in the United States. (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

16. Interferences. Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

17. Modifications and Substitutions. Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

18. Changes, Alterations, Additions, Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should

changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

19. Commodities Availability. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

20. Project Claims. Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in Writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

21. Back charges. No charges shall be levied against Company unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

22. System Equipment. The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

23. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted in the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

24. Limited Warranty. Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable

manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after hours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties. Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID-19.

25. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

26. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

27. Termination. Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

28. Default. An Event of Default shall be (a) failure of Customer to pay any amount when due and payable, (b) abuse of the System or the Equipment, (c)



dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies: (i) discontinue furnishing Services and delivering Equipment, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable; (iii) receive immediate possession of any Equipment for which Customer has not paid; (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement; and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

29. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises; vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

30. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment, for a period of two years after termination of this Agreement.

31. Force Majeure; Delays. Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in this Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional

labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

32. One-Year Claims Limitation; Choice of Law. For Customers located in the United States, the laws of Wisconsin shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law. For customers located in Canada, this agreement shall be governed by and be in accordance with the laws of Ontario. The parties agree that any disputes arising under this Agreement shall be determined exclusively by the Ontario courts and that no action or legal proceedings of any nature shall be filed or commenced in any other court pertaining to any dispute arising out of or in relation to this Agreement. The parties also hereby waive any objection to the exclusive jurisdiction of the Ontario courts, including any objection based on forum non conveniens. No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims not subject to the one-year limitation include claims for unpaid: (a) contract amounts, (b) change order amounts (approved or requested) and (c) delays and/or work inefficiencies.

33. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

34. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

35. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

36. Legal Fees. Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

37. Software and Digital Services. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/lech/terms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement and unless otherwise agreed to by the parties in writing, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right) (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted herein. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid non-refundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Unless otherwise agreed by the parties in writing, the subscription fee

for each Renewal Subscription Term will be priced at JCI's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement will be subject to additional fees based on the date such excess use began.

38. Electronic Media, Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. JCI may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise.

39. Lien Legislation. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

40. Privacy. Company as Processor; Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply. Company as Controller; Company will collect, process and ~~transfer~~ ~~transmit~~ data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

41. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7959 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.

Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America



IMPORTANT NOTICE TO CUSTOMER

This Agreement is contingent on credit approval, which may be checked at JCI's discretion and requires final approval of a JCI authorized manager before any equipment/ services may be provided. Should credit and/or approval be declined, this Agreement will be terminated and JCI's only obligation to customer will be to notify Customer of such termination and refund any amounts paid in advance. In accepting this Proposal, Customer agrees to the terms and conditions contained herein and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE PRECEDING PAGES.** This proposal shall be void if not accepted in writing within 30 days from the date of the Proposal.

For Customers located in Canada, this Fire Domain Sale and Installation Agreement has been drawn up and executed in English at the request of and with the full concurrence of Customer. Ce contrat a été rédigé en anglais à la demande et avec l'assentiment du client.

<p>Offered By: Johnson Controls Fire Protection LP 30 Thomas Drive Westbrook, ME 04092 Telephone: Representative: _____ Email: ryan.hunt@jci.com</p>	<p>Accepted By: (Customer) Company: <u>Kennebec County</u> Address: <u>125 St Street Augusta ME</u> Signature: <u>[Signature]</u> Title: <u>Commissioner</u> P.O.#: <u>EX-007-22 ITFOOT</u> Date: <u>12/7/21</u></p>
--	---

KNOX COUNTY

Andrew Hart

From: Tim Carroll <tc Carroll@knoxcountymaine.gov> on behalf of Tim Carroll
Sent: Tuesday, January 4, 2022 2:43 PM
To: Andrew Hart
Subject: Fwd: Knox County Correctional Facility
Attachments: image001.png; image001.png; Letter to Commissioner Liberty.pdf; Knox County Correctional Facility (Jail) Facade Maintenance.06 2021.pdf; Parking Lots Photos - Safety Hazards - KCJ.pdf; Water Toilet Valves - #8 Cost to Replace - KCJ.pdf; Kitchen Dishwasher Replacement Quote July 2021.pdf

----- Forwarded message -----

From: Tim Carroll <tc Carroll@knoxcountymaine.gov>
Date: Wed, Nov 17, 2021 at 2:52 PM
Subject: Knox County Correctional Facility
To: Liberty, Randall <randall.liberty@maine.gov>

Good afternoon Sir,

Please see the following attachments. The first being a letter of request for additional funding for our facility that is failing in many areas. We have attempted to make necessary repairs and replacements as much as possible considering our CAP. As you know, we have attempted the catch-up game of critical infrastructure work that has been band aided for too long and we simply are unable to keep up catching up. This year our medical contract is approaching a 195% increase of over \$600,000 of our current years contract. With that we are at our CAP and not allowed to do any ongoing CIP as they are the only items of substantial value to offset the overage of the CAP.

I apologize for the late request to see if you have the ability to help us in any way with our crisis. I am going into my second budget committee meeting tomorrow night and would appreciate the ability to give them some good news.

Please see attachments:

Very respectfully,
Tim

--Sheriff Tim Carroll
Knox County Sheriff's Office
301 Park St., Rockland, ME. 04841
O. (207) 594-0429 ext.701
C. (207) 975-1702

FBI NA #270



Timothy K. Carroll
Sheriff

**KNOX COUNTY
SHERIFF'S OFFICE**
301 Park Street
Rockland, Maine 04841



Patrick W. Polky
Chief Deputy

November 17, 2021

Commissioner Randall Liberty
SHS 11 25 Tyson Dr. 3rd Floor
Augusta, ME. 04333-0111

Dear Commissioner Liberty:

I am writing to you concerning a supplemental funding request for the Knox County Correctional Facility in the amount of \$464,404 for considering of 4 projects to be completed at the Correctional Facility. I know you are well aware that the Knox County Jail is an aging facility and any assistance the Department can provide with these capital projects would be greatly appreciated.

1. Jail Structural Maintenance - \$190,000 (estimate attached)
 - a. The jail is literally falling apart. The attached estimate(s) address the following:
 - i. Failed sealants at the sills, windows, and control joints that are beyond their useful life.
 - ii. Damaged CMU block and isolated areas of failed mortar joints.
 - iii. Porous masonry that needs masonry sealer applied.
 - iv. Areas of partial flashing install and missing flashing altogether.

Our concern is that brick and mortar are literally falling from the building posing a safety hazard to staff and the public.

2. Entry Road and Two Parking Lots Paving - \$224,034 (estimate attached)
 - a. The entry road has potholes and requires new culverts
 - b. The driveway and sidewalk are not ADA compliant and have presented tripping hazards

Our concern here is regarding safety for pedestrians as well as vehicular traffic. The conditions of these areas also are hard on our plowing and maintenance equipment.

3. Replace Toilet Valves - \$39,000 (estimate attached)
 - a. Replace air actuated valves on all combination water closets. Current air actuated valves are failing frequently. Failed State of Maine Inspection.
4. Dishwasher Replacement - \$11,730 (estimate attached)
 - a. Replace dishwasher as it does not heat up to State of Maine Inspection Standards/Requirements.

One of the problems we are facing is our inability to raise taxes above the CAP to address deferred maintenance and fund CIP projects. As you understand these projects are closely tied to health and safety concerns we have at the jail. If you need additional information, please let me know.



Timothy K. Carroll
Sheriff

**KNOX COUNTY
SHERIFF'S OFFICE**

**301 Park Street
Rockland, Maine 04841**



Patrick W. Polky
Chief Deputy

Sincerely,

A handwritten signature in black ink, appearing to read 'Timothy K. Carroll'.

Timothy K. Carroll
Knox County Sheriff

Cc: Robert Wood, Correctional Administrator
James Hagan, County Building Maintenance Supervisor
Andrew L. Hart, County Administrator

attachments

295 NEW PORTLAND ROAD
GORHAM, MAINE 04038
(207) 854-1900
(207) 854-4996 FAX
www.knowlesindustrial.com

June 29, 2021

Mr. Andrew L. Hart
Knox County Administrator
62 Union Street
Rockland, ME. 04841

RE: Knox County Correctional Facility Façade Maintenance Budgets

Dear Mr. Hart,

Thank you for giving me the opportunity to provide you with budgets for the maintenance caulking and masonry work at the Knox County Correctional facility. Below are the observations and recommendations based on the site walk and discussions a couple of weeks ago.

Observations

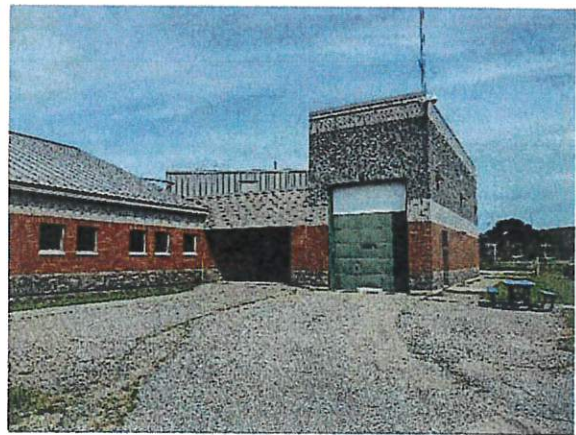


- Failed sealants at the sills, windows, and control joints

Restoring the Past - Protecting the Future

SERVING INDUSTRY'S NEED FOR REPAIR AND RESTORATION SINCE 1971

SHOTCRETE • GROUTING • CONCRETE • MASONRY • PROTECTIVE COATINGS & LININGS



- Failed sealants at sills, windows, and control joints
- Damaged CMU blocks, isolated areas of failed mortar joints
- Porous masonry, should apply masonry sealer



- Area of partial flashing install and missing flashing all together

Recommendations

Overall, the building is in fair condition with areas of isolated failed masonry units and failed mortar joints. The caulking (sealant) in all the windows, doors, and control joints are failed and has reached the end of its useful life. Caulking is a maintenance item that should be replaced every 8-10 years. The split face masonry block is a porous building material that should be washed and sealed. The brick is not as porous as the block but should be sealed as well. There are areas on the roof where flashing is missing and should be installed over the roof termination bar.

For your convenience, the budgets will be provided in 6 different "areas" of the building. Should you elect to move forward, the scope and quantity could be increased or decreased based on your available budget.

Scope of Work

- Mobilize material and equipment to the site
- Remove, prepare the substrate, and replace the caulking at the CJ, windows, doors, and sills
- Replace damaged brick and CMU
- Spot grind and repoint mortar joints with properly matched mortar
- Wash and seal the brick and CMU masonry
- Install flashing on the roof to cover termination as done in some locations
- Clean up and demobilize

Area 1 - \$35,000.00 - \$40,000.00

Area 2 - \$25,000.00 - \$30,000.00

Area 3 - \$25,000.00 - \$30,000.00

Area 4 - \$20,000.00 - \$25,000.00

Area 5 - \$25,000.00 - \$30,000.00

Area 6 - \$30,000.00 - \$35,000.00

Should you have any questions or need any additional information, please do not hesitate to contact me.

Respectfully,

Travis Whitehead
President - Operations

**KNOX COUNTY
KCCF & KCPSB PAVING PROJECT
BID FORM**

The undersigned Bidder acknowledges receipt of the NOTICE AND INFORMATION TO BIDDERS, ALL PLANS LISTED IN THE DRAWING INDEX, BID FORM, CONTRACT AGREEMENT, OFFER AND AWARD, SPECIAL CONDITIONS, ADDENDA and SPECIFICATIONS respectively and hereby proposes to provide the work. Provide lump sum bid price for the work to be completed by the dates indicated on the bid schedule. The work shall consist of Reclaiming, Fine Grading, Paving and Hot Mix Asphalt (HMA), using the latest edition of Maine DOT's standard specifications. An asphalt escalator in accordance with MaineDOT Standards will be applicable to these projects. Below are descriptions of the projects Knox County is requesting bid prices for:

Project 1. Knox County Correctional Facility Entry Road – (1,450' x an average width of 24') Full Depth Reclamation, Fine Grade, Compaction and all prep work for paving a total of 4.0 inches, consisting of 2.5 inches of a 19.0 mm Binder Coat of Hot Mix Asphalt Paving and 1.5 inches of 9.5 mm Surface Coat of Hot Mix Asphalt Paving.

Project 2. Knox County Correctional Facility Parking Lots – Parking Lot #1 – Facing Jail to the Left 115' x 60' & Parking Lot #2 – Facing jail to the Right 154' x 80'). Full Depth Reclamation, Fine Grade, Compaction and all prep work for paving a total of 4.0 inches, consisting of 2.5 inches of a 19.0 mm Binder Coat of Hot Mix Asphalt Paving and 1.5 inches of 9.5 mm Surface Coat of Hot Mix Asphalt Paving.

Project 3. Knox County Correctional Facility Sidewalks – Sidewalk to Main Entrance (70' X10'), Other Sidewalks (598' x 6'). Other Sidewalks Includes 280' of Curbing. Remove and Regrade, Compaction and all prep work for paving a total of 2.0 inches of a 19.0 mm Binder Coat of Hot Mix Asphalt Paving. Remove 4" PVC pipe from under sidewalk. Rebuild sidewalk with ADA compliant tip-down, 7' minimum, transitions to a 3' flush sidewalk section. Pitch flush section of sidewalk to accommodate drainage.

Project 4. Knox County Public Safety Building Back Entry Road (175' x 24'). All prep work including sweeping, cleaning and tack application for paving a total of 1.5 inches, consisting of 1.5 inches of 9.5 mm Surface Coat of Hot Mix Asphalt Paving.

Project 5. Knox County Public Safety Building Parking Lot (63' x 40' & 64' x 67' & 25' x 18'). All prep work including sweeping, cleaning and tack application for paving a total of 1.5 inches, consisting of 1.5 Inches of 9.5 mm Surface Coat of Hot Mix Asphalt Paving.

Project 6. Knox County Correctional Facility Walkway (515' x 4'). All prep work including grubbing of lawn area, 12" of gravel subbase, and 2.0 inches of a 19.0 mm Binder Coat of Hot Mix Asphalt Paving.

Project 7. Knox County Public Safety Building Pad/Storage Lot (66' x 48'). All prep work including grubbing of lawn area, 12" of gravel subbase, and 2.0 inches of a 19.0 mm Binder Coat of Hot Mix Asphalt Paving.

Project 8. Culvert Replacements (±66' & ±56'). Two existing concrete culverts to be replaced with 15" diameter HDPE dual walled N-12 culverts. Maintain minimum of 18" of cover over culverts.

BID TABULATIONS

PROJECT 1 – Knox County Correctional Facility Entry Road	\$ _____
PROJECT 2 – Knox County Correctional Facility Parking Lots	\$ _____
PROJECT 3 – Knox County Correctional Facility Sidewalks	\$ _____
PROJECT 4 - Knox County Public Safety Building Back Entry Road	\$ _____
PROJECT 5 - Knox County Public Safety Building Parking Lot	\$ _____
PROJECT 6 - Knox County Correctional Facility Walkway	\$ _____
PROJECT 7 - Knox County Public Safety Building Pad/Storage Lot	\$ _____
PROJECT 8 - Culvert Replacements	\$ _____
PROJECT MOBILIZATION	\$ _____
TOTAL BID: Completion date October 31, 2022	\$ _____ *

Anticipated Completion Date _____

***Project must be completed eight (8) weeks after commencement.**

Name of Individual / Company: _____

Address: _____

Printed Name of Person Signing Form: _____

Telephone: _____

Email: _____



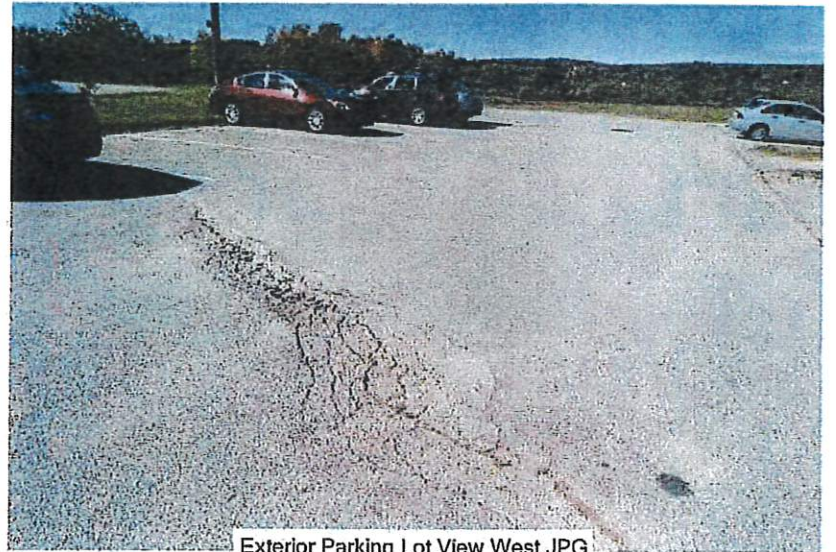
Exterior Parking View South.JPG



Exterior Perimeter East at Rec.JPG



Exterior Parking Lot View North.JPG



Exterior Parking Lot View West.JPG

TABULATION OF BIDS

	Hagar Enterprises, Inc.	Jake Barbour, Inc.	Wilson Construction
Project 1	\$125,765.50	\$174,288.25	\$156,019.50
Project 2	\$50,374.00	\$68,154.50	\$64,301.00
Project 3	\$16,632.75	\$47,423.00	\$27,040.00
Project 4	\$2,720.00	\$4,512.00	\$4,320.00
Project 5	\$6,120.00	\$9,432.00	\$8,720.00
Project 6	\$7,593.00	\$35,905.00	\$17,950.00
Project 7	\$11,777.00	\$27,833.00	\$13,650.00
Project 8	\$7,320.00	\$15,707.50	\$8,610.00
Mobilization	\$25,000.00	\$16,500.00	\$60,122.10
TOTAL BID	\$253,302.25	\$399,765.25	\$240,488.40

Bid Rank	Name	Total Bid	Anticipated Completion
1	Wilson Construction	\$240,488.40	October 7, 2022
2	Hagar Enterprises, Inc.	\$253,302.25	July 2022
3	Jake Barbour, Inc.	\$399,765.25	October 31, 2022



Andrew Hart

From: Vanessa Thomann <vanessa@wilsonconstructionme.com> on behalf of Vanessa Thomann
Sent: Tuesday, November 2, 2021 12:41 PM
To: Andrew Hart
Cc: AHedrich@GartleyDorsky.com; MCole@GartleyDorsky.com; Sam Lanning
Subject: 21-0119 Knox County Paving Project - Wilson Construction

Good afternoon,

After reviewing the bid results that Marshall sent over on Friday, I wanted to let you know that we made a mistake on our bid packet. The correct bid amount is \$300,610.50. When I entered the project mobilization amount, I subtracted that from the total bid of \$300,610.50, leaving the amount of \$240,488.40 on the bid form. I understand that the bid is now closed, but was hoping that I could provide you with the correct totals as we would not be able to complete the project for the amount of \$240,488.40. Please let me know how you would like us to proceed.

Take Care,

Vanessa
Office Manager
Wilson Construction & Landscaping
207-593-8108

2022 Paving

Project 1	\$125,766	Corrections
Project 2	\$50,374	Corrections
Project 3	\$16,633	Corrections
Project 8	\$7,320	Corrections culverts
Subtotal	\$200,092	
Mobilation	\$23,942	
Total	\$224,034	

Project 4	\$2,720	PSB
Project 5	\$6,120	PSB
Subtotal	\$8,840	
Mobilation	\$1,058	
Total	\$9,898	

Total **\$233,932**

Mobilation 12%

Remove

Project 6	\$7,593	Corrections
Project 7	\$11,777	PSB
Subtotal	\$19,370	

Quote \$253,302

Knox County Correctional Facility – Physical Plant Assessment

8.	Replace Toilet Valves: (\$35,300 Contractor Cost with Contingency x 1.1) Replace air actuated valves on all combination water closets. Current air actuated valves are failing frequently.	\$39,000
9.	Tectum Ceiling Replacement: (Contractor Cost with Cont. \$55,150 x 1.1) This could become a safety issue if panels fall on occupants. Areas with Tectum panels include hallways and the former indoor fitness room. Approx. 4,500 sf.	\$66,600
10.	Paving: (Contractor Cost with Contingency \$585,600 x 1.1) Repave existing vehicle and pedestrian asphaltic concrete by removing asphalt, recompacting and leveling exist base, and new asphalt in two lifts 2" and 1". At 68,000 sf of existing pavement, excluding exercise yards, and \$/sf, this project construction cost in today's costs will be \$8.61/SF.	\$644,200
11.	Site Lighting Fixture Replacement: (Contractor Cost \$15,000 x 1.15 x 1.1) This item will reduce energy use, will provide fixtures which will relight immediately after a power outage.	\$19,000
12.	Circuit Analysis: (No Contractor Cost) Before a budget can be established to repair circuits that were damaged during re-roofing, site testing is required to determine the extent of the damage. This budget is for analysis only. We have shown this as a medium-term item because circuits which were critical have been repaired, and the facility has endured other circuit problems since the re-roofing project.	\$5,000

Long-Term Maintenance Items/ Repair as they Fail Items

Facility maintenance for a building can be ignored in a way that we would never consider for an airplane, or even for our cars and trucks. The worst day in a building with a failed system will never be as bad as the same in an airplane. Still, detention facilities are of the most sensitive of buildings, where failures can result in injury or in great expense should inmates need to be transferred. Maintenance is best performed as an on-going expense.

Annual maintenance should be budgeted based upon a calculation that anticipates systems within the facility which will reach their service life expectancy, and include those costs. The service life of equipment, pumps, roofing, paint can all be calculated, and their replacement budgeted as an annual cost. We recommend that major replacement costs be calculated and budgeted on this basis.

Common Repairs/Replacements that Should be Anticipated:

1. Software and Computers: 4-6 year life expectancy



Pine Tree Food Equipment

Parts and Service for Commercial Cooking
and Refrigeration Equipment

175 Lewiston Rd, Gray, Maine 04039* 54 Ocean Park Rd #5, Saco, Maine 04072
131 Robertson Blvd, Brewer, Maine 04412* 161 Court Street, Laconia, NH 03246
800-540-5427

www.pinetreefoodequipment.com

EQUIPMENT PROPOSAL

Knox County Jail
Rockland, Maine

Ken Nason
7/14/2021

<u>Item</u>	<u>Model No.</u>	<u>Item Description</u>	<u>Qty</u>	<u>Price</u>
1.	1 ea.	DISHWASHER, DOOR TYPE	1	\$7,920.00
		Jackson WWS Model No. TEMPSTAR TempStar® Dishwasher, door type, high temperature electric tank heat with built-in booster, universal (straight-thru/corner) type, approximately (63) racks/hour capacity (0.89 gallons per rack), stainless steel exterior, electro-mech controls, universal timer, Sani-Sure™, auto tank fill, door actuated start, Dish table not included, eETLus, BTL-Sanitation, ENERGY STAR® 1 ea. 1 year parts & labor warranty, continental USA, standard 1 ea. 70 degree rise booster heater, standard 1 ea. Voltage to be verified with jobsite		
2.	Freight	Incoming freight charges	1	\$250.00
3.	Pine Tree Food Equipment	Delivery/installation of new unit; Electrical connections by others	1	\$3200.00
				TOTAL \$11,370.00

Terms: 50% deposit with order and balance due upon delivery. Plus 5.5% sales tax

Accepted by: _____

Date: _____

CUMBERLAND COUNTY

Cumberland County Government
142 Federal Street, Portland, Maine 04101
207-871-8380 • cumberlandcounty.org

Maine
Cumberland County

James H. Gailey, County Manager

January 2022

Department of Corrections:

In 2021, the County was faced with needing to replace its radio system at the Jail. The radio system was past its useful life and staff were having issues with its range and interoperability. Replacing radio components were increasing and in some instances hard to find. This was a safety issue for the men and woman we have working within the secure perimeter. We needed to move towards replacement.

We ask consideration of Cumberland County's request of \$133,262.00 out of the DOC Reserve Fund.

Thank you.



Jim Gailey
County Manager

RADIO COMMUNICATIONS MGMT, INC
 158 RAND ROAD
 PORTLAND, ME 04102

Invoice
 Invoice Number:
 91162
 Invoice Date:

Dec 27, 2021

Voice: 207-797-7503
 Fax: 207-878-3521

Page
 1

Sold To:

CUMBERLAND COUNTY JAIL
 50 COUNTY WAY
 PORTLAND, ME 04102

Drop Shipment

Ship to

CUMBERLAND COUNTY JAIL
 50 COUNTY WAY
 PORTLAND, ME 04102

Customer ID		Customer PO		Payment Terms	
CUMBERLAND COUNT-269		System w/NX-5300S		Net 30 Days	
Sales Rep ID		Shipping Method		Ship Date	Due Date
COMPLETED - 11		BEST			1/26/22
Quantity	Item	Description	Unit Price	Extension	
		*Upgrade existing jail 2-way radio system to digital, including: - (2) New Digital UHF repeaters with antenna systems - (120) New Digital UHF portable radios with speaker/microphones - (75) New Leather Cases w/swivel - (4) New Digital 800 MHz radios with speaker/microphones and earpiece for Courts - (3) New Digital UHF base radios w/base mics - (1) Cross-Band System w/antenna system - (25) Patrol VHF radio packages with speaker/microphones and leather cases - (2) Rack Chargers Rapid 6-pocket (NX-5000 SERIES)			

Subtotal Continued
 Service Provider / Sales Tax Continued
 Total Invoice Amount Continued
TOTAL Continued

Check No

RADIO COMMUNICATIONS MGMT, INC
 158 RAND ROAD
 PORTLAND, ME 04102

Invoice

Invoice Number:
 91162

Invoice Date:

Dec 27, 2021

Page

2

Voice: 207-797-7503
 Fax: 207-878-3521

Drop Shipment

Sold To:

CUMBERLAND COUNTY JAIL
 50 COUNTY WAY
 PORTLAND, ME 04102

Ship to

CUMBERLAND COUNTY JAIL
 50 COUNTY WAY
 PORTLAND, ME 04102

Customer ID		Customer PO		Payment Terms	
CUMBERLAND COUNT-269		System w/NX-5300S		Net 30 Days	
Sales Rep ID		Shipping Method		Ship Date	Due Date
COMPLETED - 11		BEST			1/26/22
Quantity	Item	Description	Unit Price	Extension	
		Notes: - Customer must provide network connections, static IP addresses and infrastructure to support ROIP - Any networking equipment or engineering will be at an additional expense - Prices are with consideration that current equipment will be taken in as a trade			
1.00	TITLE /	Portable Radios and Accessories			
120.00	NX-5300SK2	UHF (450-520MHz), 5 WATTS, 1024 CH, STANDARD KEY PORTABLE W/DMR	700.00	84,000.00	
1.00	NOTE:	C1810251 C1810252 C1810253 C1810254 C1810255 C1810256 C1810257 C1810258 C1810259 C1810260 C1810271 C1810272			
1.00	NOTE:	C1810273 C1810274 C1810275 C1810276 C1810277 C1810278 C1810279 C1810280 C1810001			

Subtotal Continued
 Service Provider / Sales T: Continued
 Total Invoice Amount Continued
TOTAL Continued

Check No

RADIO COMMUNICATIONS MGMT, INC
 158 RAND ROAD
 PORTLAND, ME 04102

Invoice

Invoice Number:
 91162

Invoice Date:

Dec 27, 2021

Page

3

Voice: 207-797-7503
 Fax: 207-878-3521

Drop Shipment

Sold To:

CUMBERLAND COUNTY JAIL
 50 COUNTY WAY
 PORTLAND, ME 04102

Ship to

CUMBERLAND COUNTY JAIL
 50 COUNTY WAY
 PORTLAND, ME 04102

Customer ID	Customer PO	Payment Terms	
CUMBERLAND COUNT-269	System w/NX-5300S	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
COMPLETED - 11	BEST		1/26/22

Quantity	Item	Description	Unit Price	Extension
1.00	NOTE:	C1810002 C1810003 C1810004 C1810005 C1810006 C1810007 C1810008 C1810009 C1810010 C1810281 C1810282 C1810283 C1810284 C1810285 C1810286 C1810287 C1810288 C1810289 C1810290 C1810141 C1810142 C1810143 C1810144 C1810145		
1.00	NOTE:	C1810146 C1810147 C1810148 C1810149 C1810150 C1810261 C1810262 C1810263 C1810264 C1810265 C1810266 C1810267 C1810268 C1810269 C1810270 C1810211 C1810212 C1810213 C1810214 C1810215 C1810216 C1810217 C1810218 C1810219 C1810220 C1810201 C1810202		
1.00	NOTE:	C1810203 C1810204 C1810205 C1810206 C1810207 C1810208 C1810209 C1810210 C1810241 C1810242 C1810243 C1810244 C1810245 C1810246 C1810247		

Subtotal Continued
 Service Provider / Sales Tax Continued
 Total Invoice Amount Continued
TOTAL Continued

Check No

RADIO COMMUNICATIONS MGMT, INC
 158 RAND ROAD
 PORTLAND, ME 04102

Invoice

Invoice Number:
 91162

Invoice Date:

Dec 27, 2021

Page

4

Voice: 207-797-7503
 Fax: 207-878-3521

Drop Shipment

Sold To:

CUMBERLAND COUNTY JAIL
 50 COUNTY WAY
 PORTLAND, ME 04102

Ship to

CUMBERLAND COUNTY JAIL
 50 COUNTY WAY
 PORTLAND, ME 04102

Customer ID	Customer PO	Payment Terms	
CUMBERLAND COUNT-269	System w/NX-5300S	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
COMPLETED - 11	BEST		1/26/22

Quantity	Item	Description	Unit Price	Extension
1.00	NOTE:	C1810248 C1810249 C1810250 C1810291 C1810292 C1810293 C1810294 C1810295 C1810296 C1810297 C1810298 C1810299 C1810300 C1810221 C1810222		
1.00	NOTE:	C1810223 C1810224 C1810225 C1810226 C1810227 C1810228 C1810229 C1810230 C1810161 C1810162 C1810163 C1810164 C1810165 C1810166 C1810167 C1810168 C1810169 C1810170		
120.00	KRA-27M	UHF WHIP 440-490 MHz for Portable	13.36	1,603.20
120.00	KNB-L2M	LIO-ION 2600mAh BATTERY (STANDARD)	113.60	13,632.00
120.00	KSC-32	110/220V Rapid rate single unit	66.00	7,920.00
120.00	KMC-72W	tri-chemistry charger NX-5200 NOISE CANCELING SPEAKER MIC	81.60	9,792.00
75.00	7207B-150	LEATHER CASE NX-5200 LIMITED KEY PAD W/SWIVEL	52.32	3,924.00
2.00	EC6M-KW4A	6 UNIT CHARGER W/KW4A PODS	475.00	950.00
120.00	PROGRAMMING	PROGRAM RADIO (S) File: NX-5300S CCJ w_EMG		

Subtotal Continued
 Service Provider / Sales Tax Continued
 Total Invoice Amount Continued
TOTAL Continued

Check No

RADIO COMMUNICATIONS MGMT, INC
 158 RAND ROAD
 PORTLAND, ME 04102

Invoice

Invoice Number:

91162

Invoice Date:

Dec 27, 2021

Voice: 207-797-7503
 Fax: 207-878-3521

Page

5

Sold To:

CUMBERLAND COUNTY JAIL
 50 COUNTY WAY
 PORTLAND, ME 04102

Drop Shipment

Ship to

CUMBERLAND COUNTY JAIL
 50 COUNTY WAY
 PORTLAND, ME 04102

Customer ID		Customer PO		Payment Terms	
CUMBERLAND COUNT-269		System w/NX-5300S		Net 30 Days	
Sales Rep ID		Shipping Method		Ship Date	Due Date
COMPLETED - 11		BEST			1/26/22
Quantity	Item	Description	Unit Price	Extension	
-0.30	DISCOUNT	12-13-21.dat			
-120.00	REBATE	30% Portable Radio Discount	84,000.00	-25,200.00	
		Kenwood End User Rebate given as	50.00	-6,000.00	
		an invoice credit			
-120.00	DISCOUNT	RCM additional discount to meet	36.90	-4,428.00	
		previously quoted radio price			
1.00	TITLE	(3) Base Radios (existing			
		antennas)			
3.00	NX-3820HGK	UHF, (450-520MHz), 45W, 512CH	697.00	2,091.00	
		Serial #C02210931, C0110838 &			
		C0110841			
3.00	PROGRAMMING	PROGRAM RADIO (S)			
		File: NX-3820 CCJ Base			
		1_12-13-21.dats			
		File: NX-3820 CCJ Base			
		2_12-13-21.dats			
		File: NX-3820 CCJ Base			
		3_12-13-21.dats			
-0.30	DISCOUNT	30% Base Radio Discount	2,091.00	-627.30	
3.00	KMB-34	CONTROL STATION MOUNTING HOOD FOR	40.80	122.40	

Subtotal

Continued

Service Provider / Sales Tax

Continued

Total Invoice Amount

Continued

TOTAL

Continued

Check No

RADIO COMMUNICATIONS MGMT, INC
 158 RAND ROAD
 PORTLAND, ME 04102

Invoice
 Invoice Number:
 91162
 Invoice Date:

Dec 27, 2021

Voice: 207-797-7503
 Fax: 207-878-3521

Page

6

Drop Shipment

Sold To:

CUMBERLAND COUNTY JAIL
 50 COUNTY WAY
 PORTLAND, ME 04102

Ship to

CUMBERLAND COUNTY JAIL
 50 COUNTY WAY
 PORTLAND, ME 04102

Customer ID		Customer PO		Payment Terms	
CUMBERLAND COUNT-269		System w/NX-5300S		Net 30 Days	
Sales Rep ID		Shipping Method		Ship Date	Due Date
COMPLETED - 11		BEST			1/26/22
Quantity	Item	Description	Unit Price	Extension	
3.00	KPS-15	KPS-15 POWER SUPPLY	147.05	441.15	
3.00	KMC-59C	DC SWITCHING PWR SUPPLY 25A PEAK CONTROL STATION DESKTOP MIC (8-PIN MOD. PLUG) Note: Compatible w/ FDMA NXDN & DMR operation	155.92	467.76	
1.00	TITLE	800MHz Portable Radios "Court Radios"			
4.00	NX-3400K3	800/900MHz, 3.0 WATTS, 512 CH, FULL KEY MODEL, NXDN CONV & TRUNKING Serial Numbers: C0910009, C0910010, C1810038, C1810054	867.00	3,468.00	
-0.30	DISCOUNT	DISCOUNT GIVEN	3,468.00	-1,040.40	
4.00	KRA-36	700/800 MHz STUBBY ANTENNA	21.25	85.00	
4.00	KNB-57L	2000 mAh LI-ION BATTERY - requires KSC-25/256K charger	83.30	333.20	
4.00	KSC-25LS	CHARGER LITHIUM ION/STANDARD COMBINED	41.65	166.60	
4.00	KMC-72W	NX-5200 NOISE CANCELING SPEAKER MIC	81.60	326.40	
4.00	V1-10432	Receive Kit 2.5MM COIL CORD	45.26	181.04	

Subtotal

Continued

Service Provider / Sales T

Continued

Total Invoice Amount

Continued

TOTAL

Continued

Check No

RADIO COMMUNICATIONS MGMT, INC
 158 RAND ROAD
 PORTLAND, ME 04102

Invoice

Invoice Number:
 91162

Invoice Date:

Dec 27, 2021

Page

7

Voice: 207-797-7503
 Fax: 207-878-3521

Drop Shipment

Sold To:

CUMBERLAND COUNTY JAIL
 50 COUNTY WAY
 PORTLAND, ME 04102

Ship to

CUMBERLAND COUNTY JAIL
 50 COUNTY WAY
 PORTLAND, ME 04102

Customer ID		Customer PO		Payment Terms	
CUMBERLAND COUNT-269		System w/NX-5300S		Net 30 Days	
Sales Rep ID		Shipping Method		Ship Date	Due Date
COMPLETED - 11		BEST			1/26/22
Quantity	Item	Description	Unit Price	Extension	
4.00	PROGRAMMING	PROGRAM RADIO (S) File: NX-3400 Courthouse NXDN 10-21-21.dats			
1.00	TITLE	Repeater			
2.00	TKR-D810K	DMR UHF REPEATER, 450 - 520MHz, 5-40W Seriall #C1710028, C170031	2,225.00	4,450.00	
2.00	KTI-5M	NETWORK ADAPTOR DEVICE --REQUIRED FOR CONV. IP NETWORKING FUNCTIONALITY	440.00	880.00	
2.00	L-1806	INSTALLATION OF KPG-1010DMR	20.00	40.00	
2.00	KSGPS20200	FIRMWARE AND OPTION FOR KTI-5M POWER SUPPLY, 20A, 13.8VDC	255.00	510.00	
-0.30	DISCOUNT	30% Repeater Discount	5,880.00	-1,764.00	
2.00	28-70-02B	UHF DUPLEXER W/ REVERSE MOUNT	1,020.30	2,040.60	
1.00	BA6110	406-470 UNITY GAIN BASE ANTENNA	1,125.00	1,125.00	
2.00	MISC-ITEM	Antenna mounting and installation hardware	250.00	500.00	
150.00	LCF12-50J	1/2" FOAM HARDLINE SKU#70393	1.84	276.00	
2.00	NM-LCF12-D01	1/2" N(M) LCF12-50J CONNECTOR	32.99	65.98	
1.00	NF-LCF12-D01	1/2" N(F) LCF12-50J CONNECTOR	32.99	32.99	

Subtotal

Continued

Service Provider / Sales T:

Continued

Total Invoice Amount

Continued

TOTAL

Continued

Check No

RADIO COMMUNICATIONS MGMT, INC
 158 RAND ROAD
 PORTLAND, ME 04102

Invoice

Invoice Number:
 91162

Invoice Date:

Dec 27, 2021

Page

8

Voice: 207-797-7503
 Fax: 207-878-3521

Drop Shipment

Sold To:

CUMBERLAND COUNTY JAIL
 50 COUNTY WAY
 PORTLAND, ME 04102

Ship to

CUMBERLAND COUNTY JAIL
 50 COUNTY WAY
 PORTLAND, ME 04102

Customer ID	Customer PO	Payment Terms	
CUMBERLAND COUNT-269	System w/NX-5300S	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
COMPLETED - 11	BEST		1/26/22

Quantity	Item	Description	Unit Price	Extension
2.00	IS-50NX-C2-MA	ARRESTOR	67.58	135.16
6.00	RF JUMPER	RF JUMPER CABLE	75.00	450.00
3.00	TECHNICIAN-27	Setup Repeaters Bench Test	80.00	240.00
1.00	TITLE	Cross-Band (VHF/UHF)		
1.00	NX-3720HGK	VHF (136-174MHz), 50 W, 512 CH, 128 ZONES Serial #C0B11667	697.00	697.00
1.00	NX-3820HGK	UHF, (450-520MHz), 45W, 512CH Serial #C0110839	697.00	697.00
-0.30	DISCOUNT	DISCOUNT GIVEN	1,394.00	-418.20
1.00	RM2512	20 AMP RACK MOUNT POWER SUPPLY	250.00	250.00
1.00	BA1012-1	144 - 162 MHz UNITY GAIN ANTENNA FIBERGLASS	374.51	374.51
1.00	BA6012-1	RFS 449-471 MHz OMNI ANTENNA UNITY GAIN	354.38	354.38
100.00	LCF12-50J	1/2" FOAM HARDLINE SKU#70393	1.84	184.00
2.00	NM-LCF12-D01	1/2" N(M) LCF12-50J CONNECTOR	32.99	65.98
2.00	RF JUMPER	RF JUMPER CABLE	25.00	50.00
2.00	IS-50NX-C2-MA	ARRESTOR	67.58	135.16
2.50	TECHNICIAN-27	Assemble and cross connect, setup, test	80.00	200.00

Subtotal

Continued

Service Provider / Sales Tax

Continued

Total Invoice Amount

Continued

TOTAL

Continued

Check No

RADIO COMMUNICATIONS MGMT, INC
 158 RAND ROAD
 PORTLAND, ME 04102

Invoice
 Invoice Number:
 91162
 Invoice Date:

Dec 27, 2021

Page

9

Voice: 207-797-7503
 Fax: 207-878-3521

Drop Shipment

Sold To:

CUMBERLAND COUNTY JAIL
 50 COUNTY WAY
 PORTLAND, ME 04102

Ship to

CUMBERLAND COUNTY JAIL
 50 COUNTY WAY
 PORTLAND, ME 04102

Customer ID		Customer PO		Payment Terms	
CUMBERLAND COUNT-269		System w/NX-5300S		Net 30 Days	
Sales Rep ID		Shipping Method		Ship Date	Due Date
COMPLETED - 11		BEST			1/26/22
Quantity	Item	Description	Unit Price	Extension	
1.00	MISC-ITEM	Mounting and Assembly Parts	300.00	300.00	
24.00	INSTALLATION CREW	12/14/21 - 12/17/21 #27, #30, #49, #55 INSTALLATION LABOR - Remove old equipment and install new, test.	130.00	3,120.00	
1.00	LICENSING	Licensing - Submit with DMR/TDMA designation, will require coordination. (Allowance)	1,850.00	1,850.00	
25.00	TITLE NX-5200K2	(25) Patrol Radios for Transport 136 - 174 MHz 6W 1024 CHAN DIGITAL VHF PORTABLE Serial Numbers: C153252, C153253, C153254, C153255, C153256 C1531452, C1531453, C1531454, C1531455, C1531456, C1531457, C1531458, C1531459, C1531460, C1530717 C1530718, C1530719, C1530720, C1530721, C1530722, C1530723, C1530724, C1530725, C1530726,	842.00	21,050.00	
1.00	NOTE:				
1.00	NOTE:				

Subtotal Continued
 Service Provider / Sales Tax Continued
 Total Invoice Amount Continued
TOTAL Continued

Check No

RADIO COMMUNICATIONS MGMT, INC
 158 RAND ROAD
 PORTLAND, ME 04102

Invoice

Invoice Number:
 91162

Invoice Date:

Dec 27, 2021

Page

10

Voice: 207-797-7503
 Fax: 207-878-3521

Drop Shipment

Sold To:

CUMBERLAND COUNTY JAIL
 50 COUNTY WAY
 PORTLAND, ME 04102

Ship to

CUMBERLAND COUNTY JAIL
 50 COUNTY WAY
 PORTLAND, ME 04102

Customer ID		Customer PO		Payment Terms	
CUMBERLAND COUNT-269		System w/NX-5300S		Net 30 Days	
Sales Rep ID		Shipping Method		Ship Date	Due Date
COMPLETED - 11		BEST			1/26/22
Quantity	Item	Description	Unit Price	Extension	
25.00	KWD-5300CV	C1510271 LICENSE KEY FOR DMR TIER II CONVENTIONAL. INCLUDES LABOR TO UPDATE FIRMWARE & FEATURE IN THE RADIO			
25.00	KWD-5500EE	LICENSE KEY FOR DMR ARC4 ENHANCED ENCRYPTION			
25.00	KNB-L2M	LIO-ION 2600mAh BATTERY (STANDARD)	113.60	2,840.00	
25.00	KRA-26M	VHF HELICAL ANTENNA 146-162 MHz	13.36	334.00	
25.00	KSC-32	110/220V Rapid rate single unit tri-chemistry charger	66.00	1,650.00	
25.00	KMC-72W	NX-5200 NOISE CANCELING SPEAKER MIC	81.60	2,040.00	
25.00	7207B-150	LEATHER CASE NX-5200 LIMITED KEY PAD W/SWIVEL	52.32	1,308.00	
25.00	PROGRAMMING	PROGRAM RADIOS TO MATCH CURRENT CCSO RADIOS. CUSTOMER TO PROVIDE IDS PRIOR TO PROGRAMMING. File: NX-5200 CCSO Portable w-VRA 4-8-21.dat			
-0.30	DISCOUNT	30% Portable Radio Discount	21,050.00	-6,315.00	
-25.00	REBATE	Kenwood End User Rebate given as	85.00	-2,125.00	

Subtotal

Continued

Service Provider / Sales T

Continued

Total Invoice Amount

Continued

TOTAL

Continued

Check No

RADIO COMMUNICATIONS MGMT, INC
 158 RAND ROAD
 PORTLAND, ME 04102

Invoice
 Invoice Number:
 91162
 Invoice Date:

Dec 27, 2021

Voice: 207-797-7503
 Fax: 207-878-3521

Page
 11

Drop Shipment

Sold To:

CUMBERLAND COUNTY JAIL
 50 COUNTY WAY
 PORTLAND, ME 04102

Ship to

CUMBERLAND COUNTY JAIL
 50 COUNTY WAY
 PORTLAND, ME 04102

Customer ID	Customer PO	Payment Terms	
CUMBERLAND COUNT-269	System w/NX-5300S	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
COMPLETED - 11	BEST		1/26/22

Quantity	Item	Description	Unit Price	Extension
1.00	TITLE	an invoice credit (\$85/per NX-5200 total \$2125.00) Bulletin: PR21-B-07LM		
1.00	NOTE:	Misc. Equipment *While on-site for new system install, RCM found aged out and dead customer owned UPS. Customer opted to purchase RCM used UPS. Replacement UPS installed during system installation.		
3.00	EC6M-KW4A	6 UNIT CHARGER W/KW4A PODS	494.40	1,483.20
4.00	EC6M-MB	MOUNTING BRACKET FOR ENDURA EC6M/EC12M CHARGERS	93.60	374.40
12.00	KNB-L2M	LIO-ION 2600mAh BATTERY (STANDARD)	118.64	1,423.68
1.00	USED EQUIPMENT	USED Tripplite 1500 UPS	150.00	150.00

Subtotal 133,262.89
 Service Provider / Sales Tax
 Total Invoice Amount 133,262.89
TOTAL 133,262.89

Check No

HANCOCK COUNTY



Jim Gailey <gailey@cumberlandcounty.org>

HANCOCK COUNTY REQUEST

1 message

Scott Adkins <hcadministrator@hancockcountymaine.gov>

Thu, Jan 6, 2022 at 9:55 AM

To: Jim Gailey <gailey@cumberlandcounty.org>

Jim –

This presentation isn't as fancy or as lengthy as Hart's, but Hancock's request truly revolves around operational shortfalls. The first letter, in Word, was the one I sent to Comm. Liberty and kick started this whole idea. The second copy, in pdf, has some handwritten adjustments to update from fy21 (July – June) to the 2021 / Calendar year as we all agreed upon.

- In short, our ask is \$ 216,600 / Updated from the original \$ 198,600
- Account Line: 40-018 / Inmate Medical - \$ 105,000 overspent thru Dec. 2021
- Account Line: 36-606 / Overtime & 32-210 / PT Wages - \$ 85,000 overspent
- The rest of the balance is spread throughout the Jail Operational budget, but these are the main culprits.

As this progresses, I would be more than happy to provide additional data, but just not sure what will be expected at this point. I'm hoping we don't venture into the "weeds" as many others have done before .. unsuccessfully!!

I understand that Hancock is not much different than most of our facilities around the State of Maine. We experience shortfalls on the Revenue side as well with both expected State funding and other lines such as Federal Boarding despite the low expectations.

Again, thanks for collecting this data and let me know if you need anything else.

Scott

Scott A. Adkins, County Administratorhcadministrator@hancockcountymaine.gov

(207) 667 - 9542 x 212



COUNTY OF HANCOCK

Commissioners' Office
50 State Street, Suite 7
Ellsworth, Maine 04605

Learn more about HANCOCK COUNTY by visiting
www.co.hancock.me.us

Commissioners:
William Clark, District I / Chair
John Wombacher, District II
Paul Paradis, District III

Scott A. Adkins
County Administrator
hcadministrator@co.hancock.me.us

December 13th, 2021

Mr. Randall Liberty, Commissioner
Maine Department of Corrections
Central Office
25 Tyson Drive; 3rd Floor
State House Station 111
Augusta, ME 04333-0111

Commissioner Liberty -

Handwritten notes: \$ 216,600, 2021 / Calendar Year, 4018 / Inmate Med - \$ 105,000, 602 / PR OT - \$ 80,000, balance is operating

On behalf of the Hancock County Commission, I write this letter to request \$198,600 from the MEDOC Reserve Account to address the fy21 operational deficit at the Hancock County Jail facility. Upon creation of the unified corrections system, a segment of the annual funding was set aside in the MEDOC Reserve Account as created under PL 450; Section 1 or LD 1490. It is our understanding that these funds were set aside and be used for scenarios where all other options have been exhausted.

With regards to the \$198,600 figure, the DOC / CRAS system data actually shows a larger deficit; however, in reconciling those numbers with our own accounting figures, the adjustments reduce that figure to match our request. There are two main culprits to the almost \$ 200k deficit at the Hancock County Jail. First, line "4018 / Inmate Medical" resulted in fy21 expenses to the tune of \$233,400. This expenditure is almost \$ 94,000 over the budgeted line considerably contributing to the annual shortfall. Secondly, the "supplemental funding" option was eradicated in the formulated distribution of monies in fy22; therefore, eliminating this annual option for additional funding.

In summary, the respectful appeal before you, is to ask your consideration for additional fy21 funding, in the amount of \$198,600, from the MEDOC Reserve Account. The citizens of Hancock County have already paid well over \$2 million dollars to sustain this essential service!

I would be happy to answer any questions or provide additional information. Your time and attention to this matter is greatly appreciated. I look forward to your prompt reply.

Respectfully,

Scott A. Adkins, County Administrator
Hancock County Commissioners

Office: (207) 667-9542

www.co.hancock.me.us

Fax: (207) 667-1412

E-mail: hancock.county@co.hancock.me.us



COUNTY OF HANCOCK

Commissioners' Office
50 State Street, Suite 7
Ellsworth, Maine 04605

Learn more about *HANCOCK COUNTY* by visiting
www.co.hancock.me.us

Commissioners:

William Clark, District I / Chair

John Wombacher, District II

Paul Paradis, District III

Scott A. Adkins

County Administrator

hcadministrator@co.hancock.me.us

December 13th, 2021

Mr. Randall Liberty, Commissioner
Maine Department of Corrections
Central Office
25 Tyson Drive; 3rd Floor
State House Station 111
Augusta, ME 04333-0111

Commissioner Liberty –

On behalf of the Hancock County Commission, I write this letter to *request \$198,600* from the MEDOC Reserve Account to address the fy21 operational deficit at the Hancock County Jail facility. Upon creation of the unified corrections system, a segment of the annual funding was set aside in the MEDOC Reserve Account as created under PL 450; Section 1 or LD 1490. It is our understanding that these funds were set aside and be used for scenarios where all other options have been exhausted.

With regards to the \$198,600 figure, the DOC / CRAS system data actually shows a larger deficit; however, in reconciling those numbers with our own accounting figures, the adjustments reduce that figure to match our request. There are two main culprits to the almost \$ 200k deficit at the Hancock County Jail. First, line “4018 / Inmate Medical” resulted in fy21 expenses to the tune of \$233,400. This expenditure is almost \$ 94,000 over the budgeted line considerably contributing to the annual shortfall. Secondly, the “supplemental funding” option was eradicated in the formulated distribution of monies in fy22; therefore, eliminating this annual option for additional funding.

In summary, the respectful appeal before you, is to ask your consideration for additional fy21 funding, in the amount of **\$198,600**, from the MEDOC Reserve Account. The citizens of Hancock County have already paid well over \$2 million dollars to sustain this essential service!

I would be happy to answer any questions or provide additional information. Your time and attention to this matter is greatly appreciated. I look forward to your prompt reply.

Respectfully,

Scott A. Adkins, County Administrator
Hancock County Commissioners

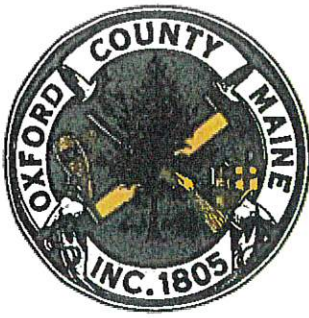
Office: (207) 667-9542

www.co.hancock.me.us

Fax: (207) 667-1412

E-mail: [Hancock.county@co.hancock.me.us](mailto: Hancock.county@co.hancock.me.us)

OXFORD COUNTY



OXFORD COUNTY BOARD OF COMMISSIONERS

26 Western Avenue ♦ P.O. Box 179 ♦ South Paris, ME 04281

(207) 743-6359 ♦ www.oxfordcounty.org

Timothy G. Turner, Chairman ♦ Steven M. Merrill ♦ David A. Duguay

County of Oxford
26 Western Avenue
South Paris, Maine 04282

December 21, 2021

TO: DOC Commissioner Randall Liberty
DOC Finance Director Mitchell Boynton

I am writing to you with regards to a current projected deficit for our county's correctional facility in the FY22 fiscal year. As you know jail funding has been a point of concern for many years now. While lots of our County Jails throughout the State of Maine are operating budgets with deficits, Oxford County is unique that that we are operating with funding that did not consider either paying to house inmates out or running a full service facility.

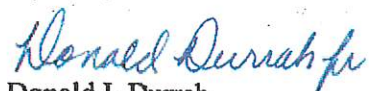
You are likely aware that we previously spent between \$650,000 and \$850,000 to house our inmates in other county jails while Oxford County was licensed as a 72 hour holding facility. This year we have We worked diligently to return Oxford County to a full service facility. While this change will likely save us some funds in certain areas, the current budget has simply shifted housing costs to Medical, food service and additional staff required by Jail Standards.

Please accept this letter as our formal request for supplemental funding to offset our projected FY22 fiscal deficit. We have attached an analysis which clearly represents and explains how we derived at our figures. The methodology that was utilized for analysis was the same formula that was used last year for a similar request.

We have projected that we will be operating with a deficit of \$ 768,784 in the State fiscal year of 2022. We are in hopes that you will cover all or part of this shortfall with the money that was leftover supplemental jail funding. As you consider this request keep in mind that the county will need to cover this shortfall one way or another. Additionally, the deficit will cause an unnecessary burden on our budget which could be avoided with this funding. Any assistance that you may be able to provide would be greatly appreciated as we look towards a more permanent solution in the future.

Thank you for your time and consideration in this matter. We look forward to hearing from you and if you have any questions feel free to reach out.

Sincerely;



Donald L Durrah
County Administrator



Christopher Wainwright

Sheriff

County	Rev. / Exp.	2010	2011	2012	2013	2014	2015	2016	2017
OXFORD	Revenue	1,247,182	1,292,511	1,308,173	1,307,098	1,307,090	1,307,097	2,124,614	1,660,638
OXFORD	Expense	1,171,766	1,253,686	1,234,311	1,192,206	1,267,065	1,236,071	2,035,884	2,143,419
	NOI	75,416	38,826	73,862	114,892	40,025	71,026	88,730	(482,781)

Change in Expenditures	7.0%	-1.5%	-3.4%	6.3%	-2.4%	64.7%	5.3%
------------------------	------	-------	-------	------	-------	-------	------

ADP	9.3	10.0	9.4	10.9	11.0	10.4	10.6	10.3
Per Capita	\$ 125,996	\$ 125,369	\$ 131,708	\$ 109,377	\$ 115,188	\$ 118,853	\$ 192,064	\$ 208,099
Adjusted Per Capita								

CCA	265,388	265,388	265,388	265,389	265,389	265,389	297,312	367,568
Jail Operations Fund	-	-	-	-	-	-	572,486	-
Court Fines	-	-	-	-	-	-	12,100	8,464
County Generated	3,051	378	1,101	25	-	25	13,959	-
Property Tax	978,743	1,026,745	1,041,684	1,041,684	1,041,701	1,041,683	1,228,757	1,284,605
Total Revenue	1,247,182	1,292,511	1,308,173	1,307,098	1,307,090	1,307,097	2,124,614	1,660,638

2018	2019	2020	2021	2022 Projection
1,798,740	2,528,697	2,566,074	2,339,982	2,033,451
2,221,670	2,342,442	2,161,720	2,109,913	2,802,235
(422,931)	186,255	404,354	230,069	(768,784)
3.7%	5.4%	-7.7%	-2.4%	32.8%
10.0	8.6	7.2	-	-
\$ 222,167	\$ 272,377	\$ 300,239	#DIV/0!	#DIV/0!
\$ 141,667	\$ 179,935	\$ 194,683	#DIV/0!	#DIV/0!
138,477	342,601	-	-	-
323,112	799,403	1,093,940	810,221	440,957
7,490	3,846	6,314	5,309	7,064
-	-	-	-	-
1,329,660	1,382,847	1,465,819	1,524,452	1,585,430
1,798,740	2,528,697	2,566,074	2,339,982	2,033,451

Avg. Exp. Inc.
9.0%

Object Code	Object Code Description	FY2018 Actuals	FY2019 Actuals	FY2020 Actuals	FY2021 Actuals	FY2022 YTD	FY21 Projection
504	Community Corrections	\$ 138,477	\$ 342,601	\$ -	\$ -	\$ -	\$ -
507	Judiciary Court Fines & Surcharges	7,490	3,846	6,314	5,309	1,766	7,064
515	TAX CAP	1,329,660	1,382,847	1,465,819	1,524,452	-	1,585,430
516	County Jail Operations Funding	<u>323,112</u>	<u>799,403</u>	<u>1,093,940</u>	<u>810,221</u>	<u>440,957</u>	<u>440,957</u>
	Total Revenue	1,798,740	2,528,697	2,566,074	2,339,982	442,723	2,033,451
3103	Assistant Jail Administrator	-	-	-	2,308	20,769	62,307
3110	Correctional Officers	585,849	609,967	663,982	637,289	304,563	913,689
3111	Custodian	19,353	22,103	22,170	25,169	7,397	22,191
3116	Jail Administrator	54,140	55,922	61,299	67,691	23,361	70,083
3119	Miscellaneous Salary and Wages	-	9,611	21,429	-	-	-
3210	P/T Corrections Officers	14,479	42,471	23,315	41,218	8,196	24,588
3604	Night Differential	5,772	5,271	-	-	-	-
3606	Overtime	9,551	18,009	-	-	-	-
3610	Training Pay	98	-	-	-	-	-
3901	Deferred Comp	1,625	1,225	-	-	-	-
3902	Employee Medical	227,790	215,023	190,361	194,630	98,033	294,099
3903	Employee Medicare - 1.45%	8,889	9,881	10,801	10,852	5,175	15,525
3904	FICA - 6.20%	38,009	42,251	46,184	46,984	22,127	66,381
3905	Flex Benefits	-	9,250	21,367	15,467	5,534	16,602
3908	Pension/Retirement	60,200	62,204	65,571	60,304	30,734	92,202
3911	Workers Compensation	18,780	2,764	-	18,752	10,653	31,959
4001	Accounting/Audit Serv.	2,950	-	13,345	2,095	100	2,095
4004	Attorney/Legal Services	-	-	5,512	7,564	1,074	3,222
4006	Board of Prisoners	805,000	795,000	760,000	560,000	126,482	379,446
4008	Consultant Fees	-	-	-	9,789	1,856	5,568
4015	Information Technology Services	-	-	-	59,667	15,424	46,272
4018	Inmate Medical, Dental	11,732	56,635	10,214	41,339	74,609	223,827
4022	Other Professional/Contractual Services	-	-	-	2,925	6,626	19,878
4025	Pre Trial Services	75,455	77,728	80,052	80,088	27,484	82,452
4028	Sanitation/Pest Control	1,194	1,325	876	1,287	392	1,176
4031	Underground Tank Inspection	137	-	-	-	-	-
4032	Prisoner Prescriptions/Pharmaceuticals	24	922	11,849	121	-	-
4102	Automobile Mileage	426	566	150	-	-	-
4106	Meals - staff	103	284	190	120	126	378
4203	Gasoline	6,044	5,337	5,847	5,890	2,482	7,446
4209	Vehicle Repairs and Maintenance	7,391	1,917	7,592	1,870	752	2,256
4302	Electrical	20,819	20,143	7,310	6,304	575	1,725
4303	Fuel Oil/Heating Oil	17,727	16,044	14,171	15,718	2,241	6,723
4308	Sewage/Sewer	4,226	6,134	4,398	3,626	1,341	5,364
4309	Tech Services Contracts	16,363	7,630	10,750	-	-	-
4310	Telephone	1,609	3,700	3,465	4,188	3,503	10,509
4312	Water	1,051	3,123	1,252	730	448	1,792
4602	Building Structure	5,136	783	3,945	7,687	2,307	6,921
4607	Equipment/Furnishings	3,245	3,468	4,301	1,500	1,426	4,278
4610	Heating	2,010	3,250	967	-	-	-
4617	Parking lots, Grounds & Snow Removal	4,988	13,050	-	2,809	176	2,809
4621	Rubbish Removal	3,328	1,496	1,617	1,560	616	1,848
4704	Insurance, Building & Contents	31,944	44,800	-	34,105	7,820	35,810
4802	Bank Charges-Fees	-	101	-	-	-	-
4809	Dues, Professional Org.	-	6,863	-	-	-	-
4813	Miscellaneous General Operations	-	-	-	873	133	399
4817	TAN interest	5,000	5,000	-	-	-	-
4908	Seminars/Schooling	855	2,520	4,982	-	-	-
4909	Training & Education	-	-	-	2,400	4,523	13,569
5101	Food	40,369	30,316	28,651	25,685	31,950	95,850
5214	Cleaning Supplies	1,023	2,059	1,717	43	452	1,356
5221	Institutional, Bedding	2,940	1,608	189	3,812	-	3,812
5227	Maintenance	637	100	851	139	557	1,671
5229	Misc Supplies	-	269	2,693	1,363	6,923	20,769
5230	Office Supplies	1,101	373	527	375	2,750	8,250
5301	Corrections Officer Uniforms	6,137	6,413	3,722	11,783	3,319	9,957
7302	Communications	318	962	769	-	-	-
7303	Computer Equipment	-	-	-	4,802	8,924	26,772
7304	Computer Hardware	46,420	67,262	43,339	-	-	-
7314	Motor Vehicles-Purchased	49,437	49,308	-	-	-	-
7315	Office	-	-	-	16,792	276	828
7317	Replacement Locks	-	-	-	-	500	1,500
7320	Fixtures	-	-	-	35,324	-	-
7323	Buildings and Building Improvements	-	-	-	<u>34,876</u>	<u>52,027</u>	<u>156,081</u>
	Total Expenditures	<u>2,221,670</u>	<u>2,342,442</u>	<u>2,161,720</u>	<u>2,109,913</u>	<u>926,736</u>	<u>2,802,235</u>
	Surplus (Deficit)	\$ <u>(422,931)</u>	\$ <u>186,255</u>	\$ <u>404,354</u>	\$ <u>230,069</u>	\$ <u>(484,013)</u>	\$ <u>(768,784)</u>

YORK COUNTY



Jim Gailey <gailey@cumberlandcounty.org>

FW: MACCAM REQUEST

1 message

Gregory T Zinser <gtzins@yorkcountymaine.gov>

Wed, Jan 12, 2022 at 12:55 PM

To: Jim Gailey <gailey@cumberlandcounty.org>, William L King <wlking@yorkcountymaine.gov>

Jim,

York would request \$187,522. This reflects the unbudgeted increase in our medical contract.

Greg

Sent from [Mail](#) for Windows

From: Carrie Kipfer <ckipfer@lincounty.me>**Sent:** Wednesday, January 12, 2022 12:18:03 PM**To:** Ryan D. Pelletier <ryan@aroostook.me.us>; Betsy Fitzgerald, Manager <manager@washingtoncountymaine.com>; Michael Williams, Piscataquis County Manager <countymanager@piscataquis.us>; Erika Honey, Penobscot County Administrator <ehoney@penobscot-county.net>; Andrew Hart <ahart@knoxcountymaine.gov>; Dawn DiBlasi <Dawn.DiBlasi@somersetcounty-me.org>; Scott Adkins (hcadmistrator@hancockcountymaine.gov) <hcadmistrator@hancockcountymaine.gov>; Gregory T Zinser <gtzins@yorkcountymaine.gov>; Larry Post (lpost@androskoggincountymaine.gov) <lpost@androskoggincountymaine.gov>; William Post (wpost@sagadahoccountyme.gov) <wpost@sagadahoccountyme.gov>; sferguson@kennebecso.com <sferguson@kennebecso.com>; Barbara Arseneau <countyclerk@waldocountyme.gov>; Tiffany Baker <TBaker@franklincountymaine.gov>; Jim Gailey (gailey@cumberlandcounty.org) <gailey@cumberlandcounty.org>; Donald Durrah <DDurrah@oxfordcounty.org>**Cc:** jcohen@verrill-law.com <jcohen@verrill-law.com>**Subject:** RE: MACCAM REQUEST

Good Afternoon,

This topic was discussed at the MCCA meeting today.

MSA's position is that the funds should not be distributed by formula and should not be used for capital improvements.

The funds should be for exceptional needs only.

For example, Kennebec County received funds 2-3 months ago to install a water treatment system to counteract a change that the City of Augusta made to their water supply.

Their water pipes started to erode from the inside out because of the chemical composition of the water.

The MCCA Board voted to authorize MACCAM to proceed with presenting a recommendation on how to distribute the remaining funds to the MCCA Board at the February meeting.

PISCATAQUIS COUNTY



Jim Gailey <gailey@cumberlandcounty.org>

Jail Request

1 message

Michael Williams <countymanager@piscataquis.us>

Thu, Jan 20, 2022 at 10:27 AM

To: Jim Gailey <gailey@cumberlandcounty.org>

Good Morning Jim,

Here is the request on the 1.7 million in funds for us. We are in the process of obtaining some quotes for repair/replace of some portions of the HVAC system as we have had several problems/issues in 2021 as the system is over 30 years old.

Any of the invoices that you may need for back-up I have and can send if you need them, just let me know.

Thanks and have a great day.

Mike W.

Michael L. Williams
County Manager, Piscataquis County
163 East Main Street
Dover-Foxcroft, ME 04426
E-Mail: countymanager@piscataquis.us
Phone: 207-564-6500

**Piscataquis County Jail.pdf**

185K

Piscataquis County

Exactitude Hardware Consultants	\$	662.54
Exactitude Hardware Consultants	\$	3,315.00
Jonson Controls	\$	42,737.00
Siemens/HVAC	\$	671.00
Siemens/HVAC	\$	1,583.12
CMC Technolngy Group	\$	1,715.00
Seimens/HVAC	\$	523.00
Minuteman/Norris	\$	3,951.86
Seimens/HVAC	\$	691.00
Seimens?HVAC	\$	535.00
Minuteman/Norris	\$	881.25
Seimens/HVAC	\$	823.26
Total	\$	<u>58,089.03</u>

AROOSTOOK COUNTY



Jim Gailey <gailey@cumberlandcounty.org>

Aroostook Unanticipated Expenses Request

1 message

Ryan D. Pelletier <ryan@aroostook.me.us>
To: Jim Gailey <gailey@cumberlandcounty.org>

Fri, Jan 21, 2022 at 11:37 AM

Good morning Jim,

Thank you for taking the lead and cumulating the data. Below is Aroostook County's realized unanticipated expenses as of June 30, 2021. I have not had any unanticipated expenses between July 1-December 31, 2021.

Medical Provider Contract over budget: \$43,889.35

Medical Supplies due to COVID: \$29,691.42

Food Costs: \$29,791.78

Kitchen Supplies: \$5,269.49

Total: \$108,642.04

Thanks Again,

Ryan

The County of Aroostook is subject to Maine Statutes relating to public records. Email sent or received by County employees are subject to these laws. Unless otherwise exempted from the public records law, senders and receivers of County email should presume that the email is subject to release upon request.

PENOBSCOT COUNTY



Jim Gailey <gailey@cumberlandcounty.org>

Penobscot County submission for 1.7m

1 message

Erika Honey <ehoney@penobscot-county.net>
To: Jim Gailey <gailey@cumberlandcounty.org>

Fri, Jan 21, 2022 at 2:42 PM

Hello Jim –

Penobscot is requesting \$98,460.00 to support modernization of our current elevator in our jail. Our current elevator was installed in 1986 and is beyond its typical lifespan of 20-25 years.

Sincerely,

Erika Honey
County Administrator
County of Penobscot
97 Hammond Street
Bangor, Maine 04401
Office : 207-942-8535, ext. 2205
Direct Line : 207-942-0257
Fax : 207-942-0336
Cell : 207-631-0431



CONFIDENTIAL: This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the sender. If you are not the named addressee you should not disseminate, distribute or copy this email. Please notify the sender immediately by email if you have received this email by mistake and delete this email from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.



Pine State Elevator Company

230 ANDERSON STREET, PORTLAND, MAINE 04101-2545
Phone 207-773-7206 Toll Free 800-627-9706 Fax-773-4914

July 6, 2021

RE: Penobscot County Jail

Subject: Elevator EL 3290 modernization

Gentlemen/Ladies:

Pine State Elevator submits a price of **NINETY-EIGHT THOUSAND FOUR HUNDRED SIXTY DOLLARS (\$98,460.00)** tax excluded to modernize one existing elevator as follows:

Included in quote:

- New Non-Proprietary open -source microprocessor controllers with built in diagnostics by Virginia Controls Inc.
 - Price includes costs for custom security operation to enable elevator to be operated from the guard station
 - Existing guard station controls may be replaced or reused at our option
- New GAL MOVFR II closed loop door operator
- Tri-Tronics full height infra-red door protection device. (improved safety feature)
- New door clutch with mechanical zone locks to prevent door from being opened away from the landing and improve reliability
- GAL Manufacturing track systems including new hoist way door hangers, closers and interlocks to improve reliability
- New door rolls, gibs, & door trucks to improve reliability
- New car operating panel to meet current code (A 17.1 2013 for Maine) fire service requirements
- New digital position indicator integral with the hall pushbutton stations at all floors.
- All new button fixtures to be stainless steel finish with vandal resistant buttons and LED acknowledge lights as manufactured by either GAL Manufacturing or Innovation.
- New emergency battery operated light
- New magnetic tape selector to improve leveling accuracy & reduce tripping hazard
- New travel cable & hoist way wiring (existing conduit may be reused or replaced at our option)
- New Braille door jamb tags to meet current ADA requirements
- Inspect, clean and replace oil line as needed
- Fire service phase 1 & 2 (smoke detector system by others)
- All work will be performed to ASME A 17.1 2013 code

Alternate 1: Replacement of the existing in-ground hydraulic jack is not included in the pricing above. I estimate that replacing the jack would cost \$69,000.00, take an additional 4 weeks of downtime; have significant additional work by others and risk of unknown conditions. Contact PSE for a detailed proposal if you would like to authorize this work.

Alternate 2: We can work 60 hour weeks to reduce the total elevator out of service time to approximately 4 weeks for an additional \$4,700.00

Alternate 2: If you would like us to provide 3-dimensional infra-red door protection systems by Janus Electronics please add \$1,600.00. These protect a triangular screen of beams out into the hallway to detect people approaching the door and reopen them.



Pine State Elevator Company

230 ANDERSON STREET, PORTLAND, MAINE 04101-2545
Phone 207-773-7206 Toll Free 800-627-9706 Fax-773-4914

Schedule:

- Material onsite: 14 weeks after written order
- Installation: The elevator will be out of service for 5 weeks (estimated).
- Inspection by State: after all punch list items are complete
- Actual installation slot subject to our workload at the time of the order.

Brief list of work by others:

- Safe worksite for out employees including adequate Covid-19 precautions and policies.
- Smoke detector system for fire recall, tied into our controller. Testing for elevator pre-inspection & State Inspection. To achieve full 2013 code compliance, new modules and possibly new heat and smoke detectors will be required.
- Painting patching and fire caulking of all penetrations is by others.
- Access to the elevator machine room for our equipment is by others.
- Heat and smoke detectors should be relocated to within 24" of every sprinkler head
- All interconnections of Fire Alarm systems and elevator power supply disconnects are to our controller by others.
- ABC Fire extinguisher in machine room; Dedicated phone line (assume existing)
- 110 fused lockable disconnect for cab lighting in machine room
- Fused 3 phase disconnect for elevator with auxiliary contacts (if the existing disconnect is reused it should be serviced by an electrician)
- Shunt trip breaker if required (if sprinkler heads are in the elevator machine room or top of shaft)
- If the elevator is operable on a generator the transfer must be automatic and we will need contacts from the ATS to our controller
- GFI outlets in machine room and pit,
- Onsite storage of material while work is in progress

Terms: 10% down, 30% due with release for production; material onsite and or labor performed billed monthly due net thirty.

If you have any further questions please contact me at 207-773-7206.

Sincerely;

Travis D. McDuffie
travis@pinestateelevator.com

ALL QUOTATIONS SUBJECT TO REVIEW IN THIRTY DAYS

Accepted by: _____

Title: _____ Firm/Entity: _____

Billing Address: _____

SAGADAHOC & LINCOLN COUNTIES



Jim Gailey <gailey@cumberlandcounty.org>

RE: MACCAM MEETING

1 message

Carrie Kipfer <ckipfer@lincounty.me>

Fri, Jan 21, 2022 at 2:40 PM

To: Jim Gailey <gailey@cumberlandcounty.org>

Cc: "William Post (wpost@sagadahoccountyme.gov)" <wpost@sagadahoccountyme.gov>

Good Afternoon Jim,

Please accept this funding request of **\$89,000** on behalf of Lincoln County and Sagadahoc County for unanticipated jail costs in 2021.

In November 2021, Two Bridges Regional Jail Authority voted to authorize two expenditures for the following:

Roof Repairs estimated to cost **\$37,000** – repairs are still pending as we are waiting for materials and a favorable weather window

The roof was inspected and deficiencies were discovered that have forced the manufacturer to pause the warranty until the deficiencies are corrected.

Kitchen Cooler Unit Replacement estimated to cost **\$52,000** – unit has been ordered and down payment issued; waiting for delivery and installation of equipment

This unit is original to the jail and one side has already failed. If the other side fails, there will be no kitchen refrigeration at TBRJ.

Since neither project has been completed, a final invoice is not yet available to submit with my request.

I have requested both to be provided once available.

Thank you for your consideration,

Carrie Kipfer

Carrie Kipfer

County Administrator

Lincoln County

32 High Street

Wiscasset, Maine 04578

(207) 882-6311

From: Jim Gailey <gailey@cumberlandcounty.org>

Sent: Tuesday, January 18, 2022 12:15 PM

To: Ryan D. Pelletier <ryan@aroostook.me.us>

Cc: Andrew Hart <ahart@knoxcountymaine.gov>; Carrie Kipfer <ckipfer@lincounty.me>; Michael Williams <countymanager@piscataquis.us>; Dawn DiBlasi <Dawn.DiBlasi@somersetcounty-me.org>; Donald Durrah <ddurrah@oxfordcounty.org>; Erika Honey <ehoney@penobscot-county.net>; Gregory T Zinser <gtzinser@yorkcountymaine.gov>; Scott Adkins <hadministrator@hancockcountymaine.gov>; Larry Post <lpost@androscoggincountymaine.gov>; Betsy Fitzgerald <manager@washingtoncountymaine.com>; Scott Ferguson <Scott.Ferguson@maine.gov>; vbraley@franklincountymaine.gov; Barbara Arseneau <waldocountycomm@prexar.com>; Sagadahoc County Administrator <wpost@sagadahoccountyme.gov>

Subject: Re: MACCAM MEETING

Good Afternoon,

Just taking the opportunity to remind Managers that January 21st was the deadline for DOC funding requests. Please forward those requests with supporting documentation to me this week.

Jim

James H. Gailey

County Manager

Cumberland County

142 Federal Street

Portland, Maine 04101

207-699-1904

gailey@cumberlandcounty.org

@countygovguy

SOMERSET COUNTY

Somerset's explanation:

MedPro contract and previous extension attached. Page 18 of the contract details the costs; we are at Level II. Coverage for July 1, 2021 – June 30, 2022 is \$1,464,995.00 (\$122,082.92/month).

Our previous 12-month contract was for \$901,525.08/year (\$75,127.09/month).

We had an unanticipated cost increase of \$563,474.00/year.

AGREEMENT FOR PROFESSIONAL SERVICES
AT THE
SOMERSET COUNTY JAIL

THIS AGREEMENT made this 3 day of Feb by and between Somerset County (for the Somerset County Jail), a local non-profit, confinement facility of the county government, located at 131 East Madison Road, Madison, in the County of Somerset and the State of Maine (hereinafter refer to "Somerset County"), and Medpro Associates, a division of D.T. Developers, Inc., a Maine corporation having a place of business in Dover Foxcroft, in the County of Piscataquis and State of Maine (hereinafter referred to as "MEDPRO").

WHEREAS, MEDPRO is a health care corporation with experience and qualifications in providing primary care health services and or mental health services and substance abuse services, required by law for persons incarcerated in county jails and has certain similar ongoing health care contracts and programs with other Counties and or Sheriffs Departments in Maine; and

WHEREAS, the Somerset County Jail ("SCJ") is a local, non-profit, confinement facility operated by Somerset County that has custodial authority over adults pending adjudication and for sentences of less than one year and for juveniles for less than 72 hours excluding weekends and holidays. In the providing of secure and safe detention Somerset County desires to provide necessary and proper health care services for persons remanded to the care, custody and control of the Somerset County Jail.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

I. Term, Purpose, and Extension Options.

- A. Term of Agreement: This Agreement is for a period of 18 month(s) starting on 1 January , 2021 and ending on 30 June, 2022.
- B. Purpose: To provide a working agreement between Somerset County and MEDPRO for the provision of primary health care services to the inmates of the SCJ and limited health care services to the employees of Somerset County. This working agreement outlines health care services, the management of the services, and a system to monitor and evaluate the provision of those services.
- C. Extension: At the expiration of the initial term, it is agreed by the parties that Somerset County may desire to continue this Agreement for two (2) additional one (1) year periods, at a three percent (3%) increase over the previous year. If Somerset County

desires to exercise this option it must notify MEDPRO in writing of its intent to exercise this option at least thirty (30) days prior to the expiration of this Agreement.

II. Scope of Services

A. Responsibilities of MEDPRO

Essential primary health care services as defined in "medically necessary services" attached as "Attachment A" hereto will be provided by MEDPRO to inmates who have impaired physical or mental health status. Services to be provided include identification of medical and if applicable, mental health care needs, physical examinations, health care assessment, appropriate medical treatments including ordering prescription medications and if verified mental health medications. Also including laboratory testing and other diagnostic examinations, appropriate referral and coordination with health care providers within the community, and prevention and health care education. The specific provisions of services to be outlined in the health care policy, procedure, and protocol manual.

B. Services To Be Provided

MEDPRO will provide all services identified herein within the secure portions of the jail building and attached recreation area only for inmates resident in the jail. The services will meet the requirements of Maine laws and regulations. MEDPRO shall have liability insurance for all services and name Somerset County as an additional named insured. Proof of insurance will be provided to Somerset County.

C. Levels Of Service:

It is agreed that there will be three levels of service provided to SCJ as outline in this agreement and that at the commencement of this agreement that Level II services will be provided. Changes in the levels of service will be as based on the inmate population and will be implemented when the Health Services Administrator and Jail Administrator agree to change the level of service. The level of services will be based as follows:

Level	Daily Population
I	0 - 100
II	101-160
III	160-220

Changes in the service level will be made, in addition to population, based on the demands for services. It is expected that any change in the level of service will be made on the 1st of month unless otherwise agreed in writing.

D. Exceptions to Treatment

- a. MEDPRO will provide health care services to pregnant inmates, but health care services provided to an infant following birth will not be the responsibility of MEDPRO.

- b. **Elective Medical Care.** MEDPRO will not be responsible for elective medical care to inmates. For the purposes of this agreement, "elective medical care" means medical care which, if not provided, would not, in the opinion of MEDPRO's Medical Director, cause the inmates' health to deteriorate or cause definite harm to the inmate's well-being. Any referral for elective medical care must be reviewed by the Jail Administrator or designee prior to provision of such services.
- c. **Inmates outside SCJ.** Healthcare services are intended only for those inmates in the actual physical custody of SCJ, whether at the jail or other facility, including inmates in hospitals or other non-treatment facilities. Such inmates will be included in the daily population count. As such, inmates on any sort of temporary release, including but not limited to, inmates temporarily released for purposes of attending funerals or other family emergencies, inmates on escape status, inmates on furlough, or inmates on supervised custody who do not sleep at SCJ at night, will not be included in the daily population count. They will not be the responsibility of MEDPRO with respect to furnishing of health care services except for provision of medication to provide continuity of care prior to scheduled release.
- d. **Boarded Inmates:**
MEDPRO will not be responsible for medications, hospital and other outside services provided to boarded inmates. Agencies boarding inmates at SCJ will reimburse MEDPRO for medication, hospital and other outside services for inmates boarded at SCJ or directly pay the provider of the said service. (i.e. federal inmates pay the pharmacy for their inmates medications or pay the hospital for their inmates charges ect.)

E. Hours of Operation

The Medical Department will have regular schedule hours of:

- a. **Level I—Sunday through Saturday 0600-2000**
- b. **Level II—Sunday through Thursday 0600-2200, Friday and Saturday 0600-2400**
- c. **Level III—Sunday through Thursday 0600-2200, Friday and Saturday 0600-2400**

F. Nursing Services

- a. **Screening:** Except for extraordinary circumstances, nursing staff will, within 24 hours interview each inmate who is identified as having medical problems to obtain further necessary medical information and to verify the existence of the medical condition. MEDPRO staff will obtain orders for appropriate medical treatment intervention when a medical problem is presented and verified.
- b. **Nursing:**
 - i. Conduct daily nurse sick call to evaluate and coordinate care for inmates with health problems.
 - ii. Complaint oriented initial inmate health screening and nursing intervention.
 - iii. Verification and administration of medications to inmates.

- iv. Schedule and implement laboratory, radiological, other testing.
- v. Document nursing care and patient response to treatment.
- vi. Coordination of clinic services.
- vii. Assist the health care provider with examinations and treatments.
- viii. Coordinate and implement routine and emergency referrals.
- ix. Provide management of clinic medications and supplies
- x. Prepare and store health care related correspondence and medical records.
- xi. Consult/coordinate nursing support of mental health, substance abuse, and other programs.
- xii. Consult jail health provider to insure appropriate care for health alterations.
- xiii. Coordinate with jail staff/administration facilitating implementation of treatment.
- xiv. RN -Supervision for any nursing services.

c. Medication Administration:

- i. Medication Administration for inmates will be conducted at 08:00, 14:00, 20:00, and seven days per week.
- ii. Medication distribution to inmates will be provided within the scope of Maine State law.
- iii. RN -Quality review audits of medication administration will be performed twice monthly.

G. Medical Services by Healthcare Provider (PA, NP, MD, DO)

Routine Medical Services are included in this contract:

- a. Medical sick call will be held by the Health Care Provider each week and will continue until patients scheduled for sick call are seen. All contracted medical staff services will be on a set schedule. Variations will be scheduled a minimum of one week in advance. Emergency exceptions to this must be approved by the Jail Administrator.
- b. A history and physical examination will be completed on each inmate within 14 days of admission.
- c. Referrals for health care will be screened and triaged by the health clinic staff in consultation with the physician's assistant as necessary
- d. Referrals regarding inmate medical problems received from correctional officers will be responded to within one business day.
- e. Routine self-referrals will be responded to no later than the next nursing Sick Call.
- f. Health Clinic staff will assist the correctional staff by responding to family inquiries re: physical or mental health status within the limits imposed by confidentiality; response will be during the business day of request.
- g. Appropriate medical and mental health interventions will be prescribed, implemented, and documented upon notification of the occurrence and suitably implemented.

- h. Relevant health care management (physical and mental health) issues must be communicated to correctional shift commander during the shift that the care level requirements change.

H. "On Call" Medical Services"

- a. "On Call" services are health care services provided by MEDPRO outside of regularly scheduled medical personnel hours.
- b. "On Call" personnel will be scheduled and the schedule will be posted with Jail Administrator.
- c. "On Call" personnel will respond by telephone within 10 minutes of receiving the call.
- d. Telephone consultation will be available for urgent and emergency medical care for purposes of this section and the entire agreement. Emergencies are defined as those conditions appearing on Attachment B attached, entitled "Medical Emergency List".
- e. If during telephone consultation, the shift commander believes that on site response is required for the safe care of the inmates, the designated on call staff will respond on site within one hour.
- f. MEDPRO staff member on-call and shift commander may make changes to the time of provision of services as conditions warrant.

I. Coordination and Referral Services:

Services to promote the concept that the jail, as a community-based facility, should be considered an integral part of the local social and health services system.

- a. MEDPRO will make appropriate referrals as required for physical, mental health and substance abuse problems of the inmates and contact with referral resources will routinely be made no later than two days after identifying the need for referral.
- b. MEDPRO will assist the correction officers with any after hours emergency referrals within the time frames outlined in "on call" services.
- c. MEDPRO will provide appropriate support and discharge planning for chronic physical and mental health care needs upon release from the facility to any inmate who is released from the jail.
- d. MEDPRO will coordinate services received through external organizations for essential health care needs and communicate these appointments to the appropriate corrections officers.
- e. MEDPRO will coordinate and consult with other confinement facilities to facilitate continuity of care; communicate to receiving facilities, when essential, within 48 hours of transfer, communicate with sending facilities, when essential, within 48 hours of receiving the inmate from that facility excluding weekends and legal holidays - when provided with adequate notice of transfer.
- f. MEDPRO will arrange appropriate medical care with an inmate's private health care provider if requested to do so by an inmate, provided that the cost of said private health care provider's services is paid for either by the inmate

or by the inmate's insurance, and provided that such health care is approved by the jail. In no event shall this cost be the responsibility of Somerset County nor shall it be the responsibility of MEDPRO.

J. Mental Health Services.

- a. Mental Health services will meet or exceed the requirements of DOC standards,
 - i. Mental Health Services are those services provided to all inmates who are identified as having serious mental illness (Axis I diagnosis or behavior) and express willingness and an interest in participating in a mental health service program.
 - ii. These services will be provided by MEDPRO within the contracted mental health hours.
- b. MEDPRO will provide the following administrative services associate with the mental health program:
 - i. Assist with preparation of mental health reports and programs.
 - ii. Establish mental health financial requirements and budget data.
 - iii. Analyze task requirements, develop / implement solutions.
 - iv. Develop, coordinate, and revise mental health portion of medical department policy.
 - v. Coordinate inter (intra) - department activities
 - vi. Evaluate effectiveness / efficiency of procedures, risk management, and quality assurance.
- c. Mental Health Program:
 - i. Screening and Identification. Mental Health staff will assess the level of risk to self or others, the presence of mental illness, requirements for psychiatric medication, and the need for either referral or transfer to community-based mental health care after receiving mental health history and questionnaire that are completed by the corrections officers.
 - ii. Inmates who have mental illnesses and those who present a risk for self-harm or suicide will be provided crisis stabilization, and other care management services as required according to individual needs during their incarceration. Individual will be referred to the appropriate MEDPRO provider for medication management.
 - iii. The Physician's Assistant will approve medications for inmates who have been prescribed psychiatric medications in the community, under the supervision of the consulting physician, once those community prescriptions have been verified and assessed as appropriate. Inmates with current verifiable medication prescriptions will routinely be prescribed those medications within 24 hours of admission.
 - iv. MEDPRO will provide appropriate support and discharge planning for chronic mental health care needs upon release from the facility to any inmate who has been in jail over thirty days. Inmates will

participate in the discharge planning for their return to the community.

- v. On site crisis assessment and intervention will be provided as deemed necessary by the shift commander when mental health staff is present.
- vi. Every effort will be made to hospitalize inmates who present an imminent danger to self and/or others as a result of mental illness; the limit on this effort will be imposed by the resources available to the community and the Department of Health and Human Services (DHHS).

d. Crisis Intervention and Stabilization Services

- i. MEDPRO shall provide crisis intervention and stabilization services including appropriate medication, individual treatment, focused small group treatment, and/or case management services to all those inmates determined to be in need of these types of services.
- ii. Behavior management plans will be drafted and verbally communicated to SCJ facility staff to enhance continuity of care within the facility.
- iii. MEDPRO shall provide sufficient staffing to provided the level of service coverage.

K. Substance Abuse Services

a. Detox Protocol

MEDPRO will develop, and order, the necessary medication for a Detox Protocol to be administered on-site. The protocol will be approved by the Medical Director.

b. Substance Abuse Treatment Services

- i. MEDPRO will provide substance abuse services to inmates identified through screening or assessment as needing services.
- ii. MEDPRO will provide a substance abuse assessment for all inmates referred for substance abuse services by the nurse, midlevel provider, mental health service provider, corrections staff or self-referral.
- iii. MEDPRO will actively work to engage aftercare services for those inmates in need of community-based substance abuse services upon release and will coordinate services for inmates accepted into after care and other community based substance abuse services.
- iv. MEDPRO will stay informed about and coordinate with community based dual diagnosis treatment services in the community. MEDPRO will coordinate with the DHHS Intensive Case Manager or other community based case manager or services provider to ensure these linkages to services for inmates with serious mental illness.
- v. MEDPRO will coordinate with the Jail Administrator or designee to develop appropriate group treatment for SCJ inmates.

c. Medically Assisted Treatment (MAT)

- i. MEDPRO will provide appropriate medically assisted/augmented treatment services for inmates to include individual and group treatment

- ii. Any medication used in the treatment will be prescribed by the mid-level provider or Medical Director.
- iii. MEDPRO will develop a protocol for the MAT program and update it as appropriate.

L. Prevention Services.

- a. Prevention services are those services that potentially reduce injury and illness of inmates within the facility.
- b. MEDPRO will provide inmates with incidental education required to maintain or improve health and recover or adapt to illness or injury.
- c. **Chronic Care Clinics**
MEDPRO will provide on-going chronic care clinics that meet the minimum standards of PREA, ACA, and various health organizations. Such clinics will be provided under clinical guidance from the Medical Director.

M. Employees Health Care:

Limited employee health care services will be available on an "as available" basis.

- a. **Prevention and Clinical Services.**
 - i. MEDPRO will provide annual tuberculosis screening that is completed each year.
 - ii. MEDPRO will provide preventative flu shots that are available during fall season of each year.
 - iii. MEDPRO will provide Hepatitis vaccine for all new employees.
 - iv. MEDPRO will provide incidental employee health care and injury management (not to include primary health care).
 - v. MEDPRO will provide emergency health or injury intervention for staff and visitors. Intervention for both staff and visitors will only be until community-based responders arrive or the subject refuses such care and departs the facility.

N. Education Services

- a. **Inmate Education**
 - i. MEDPRO will provide Patient Encounter Education to adequately inform the inmate of appropriate instructions of how to manage their health and chronic illnesses.
 - ii. MEDPRO will provide written Patient Instructions Forms to adequately inform the inmate of how to maintain health status and manage chronic illnesses.
 - iii. MEDPRO will coordinate STD's, HIV, AIDS testing and education.
- b. **Employee Education**
 - i. MEDPRO will work with the facility staff to provide educational materials and instruction on a variety of health care issues, including, but not limited to, CPR and first aid; response to an emergency or disaster condition; signs and symptoms of mental illness; alcohol and drug withdrawals; chronic illness; completion of intake screenings; Blood borne Pathogens and Universal Precautions; Basic Medical Situations, Suicide Prevention; Transmission of Communicable

Diseases, and other courses as deemed appropriate by MEDPRO and the Jail Administrator.

- ii. MEDPRO will provide First aid and CPR training to certify jail personnel as first responder or to meet the requirements of the standards of the Maine Department of Corrections.
 - iii. Facility employees may be included in any in-service offering available to medical staff.
 - iv. MEDPRO will provide training to SCJ personnel about health care policies and procedures.
 - v. All training provided by MEDPRO will meet all applicable standards. All training will be negotiated with and determined by the Jail Administrator.
 - vi. MEDPRO will assist with planning, development, implementation of medical and mental health education programs in collaboration with the training officer.
 - vii. MEDPRO will provide First aid and CPR training to certify jail personnel as first responder or to meet the requirements of the standards of the Maine Department of Corrections.
- O. Clinical Consultation and Supervision. MEDPRO will insure that appropriate clinical consultation; supervision and support are available to the direct service staff.
- P. Develop policies, procedures, and protocols necessary to provide essential primary health care including essential mental health services.
- a. MEDPRO will provide and maintain a "Medical Office Guide" with guidelines for health care in the medical office.
 - b. This manual will ensure that all routine and expected emergency procedures are outlined.
 - c. All policies and provision will be cross-referenced with relevant SOP'S of Somerset County and the SCJ.
 - d. All policies will meet and maintain standards set by the ACA and the MDOC.
- Q. Documentation and Record Keeping
- a. A routine method of documentation of care will be adhered to throughout the inmate medical record of this Agreement by MEDPRO.
 - b. A written procedure will be developed regarding documentation of medical care and services delivered by any medical personnel.
 - c. A written policy and procedure regarding confidentiality and access to inmate medical records will be adhered to by the parties.
 - d. A written policy and procedure regarding the storage of medical records will be followed by the parties hereto.
 - e. Records generated by MEDPRO in providing services under this agreement belong to Somerset County. Copies of records will be provided to MEDPRO upon request.
 - f. Health Care Records
 - i. MEDPRO shall maintain complete, accurate and confidential medical, substance abuse and mental health records separate from the SCJ

confinement records of the inmate in compliance with HIPPA and all municipal, state and federal regulations and laws.

- ii. All medical records are and will remain the property of Somerset County and the SCJ.
 - iii. All health care service documentation and information will be entered into the SCJ electronic jail management system.
 - iv. The health information will have a separate security level and access will be limited to health care personnel.
 - v. In any criminal or civil litigation where the physical condition of an inmate is at issue, or where medical care is at issue, MEDPRO will provide the Somerset County with access to such records, and upon request, provide copies as authorized by law.
 - vi. MEDPRO will comply with all lawful SCJ Policies and Procedures relating to access to and confidentiality of the health care records.
- R. Third Party Reimbursement for Health Care Services.
- a. MEDPRO will assist Somerset County in seeking third party reimbursement for medical services where appropriate and where allowed by law.
 - b. MEDPRO will assist in developing procedures whereby Somerset County will be charged Medicaid rates for hospital care and/or other community based services.
 - c. MEDPRO will be responsible for paying hospital and/or other community based charges for inmates it is responsible for.

III. Ancillary Services

A. Pharmaceutical Services

- a. MEDPRO shall ensure that all prescription medications are ordered by the appropriate licensed health care professional and the medication administration records are maintained with all applicable standards and laws.
- b. MEDPRO shall ensure that the prescription medications ordered adhere to the SCJ Policy and Procedures.
- c. MEDPRO shall be responsible for returning any medications not used and ensure proper credit is given for those medications.
- d. MEDPRO will be responsible for any payments do the Pharmaceutical Company that MEDPRO has agreements with.

B. Laboratory Services

- a. MEDPRO to coordinate and direct provision of services.
- b. MEDPRO will be responsible for all payments do the Laboratory Service Company that MEDPRO has agreements with.

C. Imaging Services

- a. MEDPRO to coordinate and direct provision of services.
- b. MEDPRO will be responsible for all payments do the Imaging Service Company that MEDPRO has agreements with.

D. Bio-Waste Management Services

- a. MEDPRO will be responsible for the coordinating the collection, disposal, and cost of up to one fifty gallon container per quarter, of all medical waste that requires disposal according to federal and State statutes or regulations.
- b. MEDPRO will propose a plan for managing the collection and disposal of medical and hazardous waste subject to the approval of the Jail Administrator.
- c. MEDPRO will be responsible for all payments do the Bio-Waste Service Company that MEDPRO has agreements with.

IV. Administration

- A. MEDPRO will ensure adherence of the health care staff to all federal, State ,and municipal laws, ordinances, and rules and regulations, all applicable court orders, all SCJ will directives, and all SCJ Policies and Procedures.
- B. MEDPRO shall ensure that the medical and administrative staff report unusual problems or incidents to the Jail Administrator or designee as they occur.
- C. MEDPRO will ensure that all inmate grievances about health care are investigated and responded to within the timeframe established by SCJ policies and procedures and ACA and Maine DOC jail standards.
- D. MEDPRO will ensure that the health care status of inmates admitted to outside hospitals is reviewed and that the duration of the hospitalization is no longer than medically necessary.
- E. MEDPRO shall ensure that all health care contacts are documented in the inmate health care record in the proper format and in accordance with standard medical practice, ACA standards, and MDOC jail standards.
- F. MEDPRO will ensure that Health Services Administrator or designee is available on-call 24 hours a day, in order to ensure the orderly operation of the health care program.
- G. MEDPRO will expend all reasonable efforts to contain health care costs of the inmates.
- H. Health Care Management Services:
MEDPRO will provide those services required to plan, develop, implement, manage, and evaluate the provision of health care service.
 - a. MEDPRO will analyze health care demand and develop appropriate staffing patterns.
 - b. MEDPRO will analyze health care demand and develop appropriate strategies to implement required health care.
- I. MEDPRO will coordinate and procure appropriate direct service staff including: physician, physician's assistant, nurses, and mental health professional.
- J. MEDPRO will coordinate and procure support staff required to maintain health care.
- K. MEDPRO will develop job descriptions for the medical personnel who deliver services (direct or support) within the facility.

L. MEDPRO will, on a scheduled basis, meet at a minimum quarterly with the jail administrative staff to review services and coordinate support requirements for inmate health care.

M. Service Monitoring:

- a. MEDPRO has in place a system of tracking service provision (types, amounts, responsiveness to requests, time involved, etc.)
- b. Quarterly reports of service provision, problems in health care delivery and planned change(s) will be provided to Somerset County via the Jail Administrator by MEDPRO within 30 days following the close of each quarter. The 4th quarter report shall include the final yearly report figures.
- c. A system of tracking staffing and medical service activities of the medical department will be developed by MEDPRO within 30 days after the starting date of this Agreement.
- d. Jail Administrator or designee.
Documentation and information obtained in tracking both service provision and staffing demands will be used to negotiate changes in the current Agreement if agreed to by the parties.

N. Health Care Service Evaluation

- a. The results of the health care service documentation will be evaluated by Somerset County in consultation with MEDPRO representatives and will be used to negotiate changes in the current Agreement if agreed to by the parties.
- b. Evaluation of medical services (that will be completed by Jail Administrator and submitted to Somerset County Sheriff and Commissioners) will be based on the requirements of this Agreement.

V. Staffing

A. Staffing Requirements.

- a. MEDPRO will ensure that appropriate staff is available to provide the health care services as defined in this agreement.
- b. Nursing Coverage
 - i. MEDPRO will provide RNs, or a combination of RNs and LPNs under appropriate supervision, to conduct daily nurse's sick call, review medical requests, supervise medication administration, and perform other functions as required;
 - ii. Hours of Service (weekly)
 1. Level I—112 hours
 2. Level II—116 hours
 3. Level III—116 hours
- c. Medication Administration
 - i. MEDPRO will provide appropriately qualified staff to conduct and supervise medication administration for inmates three times per day, seven days per week. Medication distribution to inmates will be

- provided within the scope of Maine State Law and Maine DOC jail standards. Quality review audits will be performed monthly.
- ii. Medication Administration will be performed by State of Maine certified CNA-Ms, LPNs or RNs
 - iii. Hours of Service (weekly)
 - 1. Level I—56 hours
 - 2. Level II—63 hours
 - 3. Level III—70 hours
- d. On Call Nurse
- i. MEDPRO will provide a Nurse or other qualified staff, to be on call outside of regularly scheduled medical personnel hours and to provide an on site response to the facility when required.
 - ii. Hours of Service (Monthly) of on site response
 - 1. Level I—2 hours
 - 2. Level II—5 hours
 - 3. Level III—10 hours
- e. Medical Sick Call
- i. MEDPRO will provide a Physician or a Physician Extender to provide on-site sick call
 - ii. Hours of Service (weekly)
 - 1. Level I—6 hours
 - 2. Level II—8 hours
 - 3. Level III—8 hours
 - iii. MLP will be on-call for services needed outside of sick call.
- f. Mental Health Services
- i. MEDPRO will provide a qualified team of Mental Health Services Providers (that may include but are not limited to counselors, psychiatric nurses, social workers, psychologists and psychiatric provider)
 - ii. Hours of Service (weekly)
 - 1. Level I—32 hours
 - 2. Level II—40 hours
 - 3. Level III—40 hours
- g. Substance Abuse Services
- i. MEDPRO will provide a qualified team of Substance Abuse Service Providers
 - ii. Hours of Service (weekly)
 - 1. Level I—24 hours
 - 2. Level II—32 hours
 - 3. Level III—40 hours
- h. Administration
- i. MEDPRO's Health Services Administrator the Single Point of Contact to manage the comprehensive, integrated health care services contract and meet with representatives of SCJ or Somerset County as needed.

- ii. The Health Services Administrator will be responsible for ensuring that all administrative responsibilities are fulfilled.
 - i. Medical Director
 - i. MEDPRO's Medical Director will be responsible for the clinical oversight of all health care services and will ensure the provision of appropriate, quality inmate health care that at a minimum meets ACA and Maine DOC jail standards.
 - ii. MEDPRO's Medical Director will provide clinical oversight of and be available for consultation with the Health Care Provider

- B. Requirement to Pass Background Investigation.

All health care staff providing services to SCJ inmates must have a pre-approved criminal background check and be licensed to practice in the State of Maine. Background checks will be conducted by the SCJ designated staff or at the direction of the Somerset County Sheriff or Jail Administrator.

 - a. SCJ will take all reasonable, usual and customary steps necessary to screen health care personnel to ensure that such personnel will not constitute a security risk to SCJ or to the inmates.
 - b. MEDPRO personnel will be required to submit to initial employment drug screening as well as any other drug screening that may be required during employment. MEDPRO will bear the cost of all drug testing.

- C. Jail Administrator review and Sheriff Approval.

Employment of MEDPRO'S contract and subcontract personnel shall be subject to review by the Jail Administrator or his designee and approval of the Somerset County Sheriff or designee.

- D. The Jail Administrator or Assistant Jail Administrator, under the authority of the Somerset County Sheriff, reserves the discretion to require MEDPRO personnel to leave the premises of SCJ and to prohibit admittance to the facility of any individual. Should the Jail Administrator or Assistant Jail Administrator require any MEDPRO personnel to leave the premises for reasons other than identified in this contract, the Jail Administrator or Assistant Jail Administrator shall immediately notify the Health Services Administrator and both parties agree to meet within (5) five business days to formalize a joint plan to resolve said issue(s).

- E. Somerset County reserves the right to refuse to allow any employee, agent, subcontractor or representative of MEDPRO admittance to the jail and participation under this Agreement
 - a. if said party has a criminal record and /or is charged with a criminal offense, the penalty for which could be incarceration in a state or county correctional facility;
 - b. if said party is not duly licensed to perform the services required of him or her under this Agreement; or

c. if said party does not perform up to the expectations and standards set forth in this Agreement.

VI. Responsibility of Somerset County

A. Assessment:

A medical history and questionnaire is to be completed with all inmates during the admission process or as soon thereafter as possible, Copies will be forwarded to the medical staff.

B. Space and Equipment.

Somerset County shall provide MEDPRO with the following items, during, the term of the Agreement, without charge.

- i. Space designated for the SCJ Medical Services and, in addition, such equipment as is necessary for the proper operation and conduct of the medical services.
- ii. SCJ shall also keep and maintain said space in a sanitary manner with secure storage in good order and repair.
- iii. SCJ shall also keep and maintain said equipment in good order and repair.
- iv. SCJ shall furnish the Medical Service Department with such utilities (power, light, heat, telephone, etc.), housekeeping, laundry, and other services required for proper operation of the Medical Service.
- v. All necessary supplies for the proper operation and function of the Medical Service, which are not included in this agreement.
- vi. Office Space for the Health Services Administrator and a nurse.
- vii. Appropriate support for the activities of the Medical Department to include correction staff, transportation of inmates, and additional items as may be provided in the Policy and Procedure manual.
- viii. Notice regarding known impending transfers and releases to comply with contract requirements,
 1. Notice of new personnel and training sessions at least one month in advance whenever possible. Otherwise notification will be given as soon as known to the Jail Administrator or designee.
- ix. Accurate daily, monthly, annual inmate demographic information
 1. Sentence / Scheduled Release Sheets
 2. Cell assignment I housing sheet
 3. Any other reports that becomes available if requested by the medical director.

C. Staff Training

a. SCJ will be responsible for providing training to MEDPRO staff as follows:

- i. Orientation to the jail for new medical, mental health and substance abuse personnel.
- ii. Initial and recurring basic security procedures training for the medical personnel.

- iii. Identification badge and security review.
 - iv. Overview of correction operations and tour of the building.
 - v. Operation of the phone system.
 - vi. Regarding the SCJ Information Management System.
 - vii. Emergency procedures (fire, escape, threats, etc.)
- b. MEDPRO staff shall be allowed to attend selected initial training classes for correction officers.

D. Communication and Coordination.

- a. Somerset County and Somerset County Sheriff designates the Jail Administrator, as the party responsible for notifying the Health Services Administrator about any problems, issues, or concerns with service delivery, and payments pursuant to this agreement.
- b. Somerset County and the Somerset County Jail will provide a supportive dynamic work environment that will include obtaining Medical Service personnel recommendations on any policy or procedural matters that would directly affect the operation of the Medical Service.
- c. Somerset County, via the Jail Administrator in collaboration with the Health Services Administrator, will establish a protocol for reviewing issues related to interaction of MEDPRO staff members.
- d. Somerset County, via the Jail Administrator, will provide a mechanism for written responses to communications with/from the medical department within 90 days after initiation of this Agreement.

D. Use of Facilities

- a. MEDPRO employees will have the option to exercise meal privileges consistent to that of the corrections officer during their hours of employment.
- b. MEDPRO employees will access and use of the Employee Gym & Locker rooms during their off hours, subject to the same rules and regulations as corrections officers. **NEITHER MEDPRO NOR SOMERSET COUNTY WILL BE RESPONSIBLE FOR ANY INJURY RESULTING FROM THE USE OF THESE FACILITIES.**

E. Support.

- a. The point of contact for the following issues will be the Assistant Jail Administrator.
 - i. Identification Cards.
 - ii. Medical Staff Personnel Clearance
 - iii. Problem Resolution Access
 - iv. Training for jail computer system, if available (when the appropriate installation and wiring has been completed).
- b. Corrections staff assistance with: preparation of inmate sick call; documentation of inmate medical requests; point of contact for telephone support.
 - i. Timely availability of correction staff for escort, when required, to insure security during health related duties.
 - ii. Timely transportation and escort for inmates receiving health care from community resources.

- iii. The point of contact for MEDPRO activities as "Purchase Agent" for medical supplies and services will be the Jail Administrator. All purchases must receive prior review from the Jail Administrator and approval of the Somerset County Sheriff.

VII. Compliance & Insurance

- A. All MEDPRO contract and subcontract personnel shall comply with all federal, State, and municipal laws, ordinances, rules and regulations, and licensing requirements, all applicable court orders, all SCJ directives, and all SCJ Policies and Procedures.
- B. All MEDPRO personnel must be licensed and certified appropriate for their positions and functions.
- C. MEDPRO will provide to SCJ and keep on file all required licenses and certifications, all renewals of licenses and certifications, and any modifications to or restrictions on any licenses or certifications, of staff providing services under this contract.
- D. All staffing hours and medical services activities must be documented. Staffing Patterns will be as outlined in V. Staffing. Additional requirements for staffing due to increased demand for services will be reflected in separate documentation.
- E. When additional staffing is required due to additional medical services, services will be documented and billed at the hourly rates listed in VIII Contract Costs, B. Pricing for Additional Services.
- F. Insurance Coverage:
 - a. MEDPRO shall have in place the following insurance coverage:
 - i. A general commercial liability insurance policy that covers tort claims against MEDPRO and MEDPRO's staff relating to its performance of work under the terms of the contract and naming Somerset County as an additional insured, with a limit of no less than \$1,000,000.00 per occurrence and a total policy limit of no less than \$3,000,000.00;
 - ii. A professional liability insurance policy that covers claims against MEDPRO and MEDPRO's staff relating to its performance of work under the terms of the contract and naming Somerset County as an additional insured, with a limit of no less than \$1,000,000.00 per occurrence and a total policy limit of no less than \$3,000,000.00;
 - iii. Civil rights insurance to cover civil rights claims against MEDPRO and MEDPRO's staff relating to its performance of work under the contract and naming Somerset County as an additional insured, with a limit of \$1,000,000.00 per occurrence and a \$3,000,000.00 total policy limit; and
 - iv. Insurance to cover tort and civil rights claims, resulting from the conduct of MEDPRO's staff against the Authority, its employees, and its agents whom MEDPRO is required by contract to indemnify, with a limit of \$1,000,000.00 per occurrence and a \$3,000,000.00 total policy limit.
 - b. Continuing Coverage

MEDPRO shall provide continuing insurance coverage to cover the claims described in the previous section using professional liability insurance and civil rights insurance policies subject to the same Somerset County review and approval provisions described in the previous section for a period sufficient to meet any applicable statute of limitations.

c. Proof of Coverage, Changes in Coverage

MEDPRO must submit proof of insurance coverage consistent with the requirements herein before the signing of the contract. The Authority has the right to review any insurance policies procured by MEDPRO at any time after the parties execute the contract and until MEDPRO'S performance under the contract is complete. MEDPRO must promptly notify Somerset County of any changes in insurance coverage, and Somerset County will have the right to approve any such changes. Somerset County will not unreasonably withhold such approval.

d. Employee-Related Insurance

Before signing the contract, MEDPRO must have in place, and must submit proof of the following insurance coverage: Worker's Compensation Insurance in compliance with Maine law, Unemployment Insurance in compliance with federal or and Maine law, and any other employee insurance required by federal or Maine law. "

e. MEDPRO will ensure that direct service staff have current licenses, liability insurance, and operate within the limitations of their license to practice.

f. MEDPRO will provide Somerset County with evidence of professional liability insurance for the medical personnel providing services under MEDPRO.

g. MEDPRO will provide Somerset County the appropriate certificates verifying such coverage and will notify Somerset County if this insurance is canceled.

h. Documentation of requirements outlined in f. and g. must be available to Somerset County via the Jail Administrator.

VIII. Contract Costs

A. Contracted Services.

The total cost for providing contracted services to the inmates within the secure perimeter of SCJ will be as follows:

	January 1, 2021 – June 30, 2021 per month	July 1, 2021 – June 30, 2022 per month
Level I	\$85,380.69	\$85,380.69
Level II	\$95,000.00	\$122,082.92
Level III	\$135,122.56	\$135,122.56

a. Support services such as transcription, physician supervision and quality assurance are included in the above contracted fee.

b. The services that are not provided in the above contracted fee include:

i. unscheduled on site visits (Routine / Emergency) above those detailed in V. Staffing

- ii. Additional services that are required by increased demand i.e. changes mandated by County, State or Federal law and/or regulation,
- iii. all additional services will be billed separately for the amount of service required as outlined herein.

B. Pricing of Additional Services

During the length of the contract, the below rates will be offered to Somerset County for all situations where Extended hours or Emergency Call-ins become necessary and must be requested by the Shift Commander.

Provider Type	Extended Per Hour	Emergency Call In
Physician (MD/DO)	\$150.00	\$200.00
Physician Extender (PA/NP)	\$150.00	\$200.00
Physician Extender (PA/NP) MH	\$250.00	\$300.00
Psychologist	\$175.00	\$200.00
Registered Nurse (RN)	\$60.00	\$65.00
Licensed Practical Nurse (LPN)	\$50.00	\$55.00
CNA Medication Technician	\$35.00	\$35.00
Licensed Clinical Professional Counselor (LCPC)	\$170.00	\$180.00
Licensed Social Worker (LSW)	\$50.00	\$55.00
Licensed Alcohol & Drug Counselor (LADC)	\$50.00	\$55.00

*These fees are per hour - or any portion of an hour

C. Monthly Payment

The payment of fees will be made during the first ten (10) days of each month of contracted services. Payments received after the 30th day will be assessed a late fee of 0.023 %, per day (8.395% APR), will be assess for each day the payment is late and will be added to the next statement.

D. Attendance at court proceedings or time accrued in responding to subpoenas and document requests at a flat rate of \$50 per hour.

E. Off site services not included under contracted services will be billed separately at a rate as noted above.

IX. Additional Provisions

A. Exclusive Contract:

During the term of this Agreement, the parties agree that MEDPRO shall have the exclusive right to provide medical personnel to staff the Jail Medical Department as required under this Agreement.

B. Force Majeure

Somerset County will excuse the performance of any obligation by MEDPRO under this Agreement in the event that performance of that obligation by MEDPRO is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophic, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute (each a Force Majeure Event), provided that any such Force Majeure Event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, MEDPRO. Somerset County will extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

C. Resolution of Disputes:

Any problems that cannot be resolved between the Health Services Administrator and the Jail Administrator will be reviewed promptly by Somerset County. Payment other than disputed amounts shall not be withheld pending problem resolution.

The parties will mediate any disputes not resolved to the parties' satisfaction before a neutral mediator. The parties will share equally the costs of the mediator. The mediator will establish procedural and substantive rules for the mediation.

C. Indemnification:

MEDPRO shall be, and remain, responsible to Somerset County for all its acts or omissions in connection with the duties and services under this Agreement, which result in damage or injury to persons or property. MEDPRO shall, within the limits of certified professional liability coverage, hold Somerset County harmless of, from, and against, and shall defend Somerset County against, and shall indemnify Somerset County from all costs, expenses, claims, or liability which are asserted against or incurred by, or recovered by

virtue of, arising out of or in connection with any acts or omissions of MEDPRO in the performance of its duties under this Agreement.

Somerset County shall be, and remain responsible to MEDPRO for all its acts or omissions in connection with the duties and services under this Agreement, which result in damage or injury to persons or property. Somerset County shall hold MEDPRO harmless of, from, and against, and shall defend MEDPRO against, and shall indemnify MEDPRO from all cost's, expenses, claims, or liabilities which are asserted against or incurred by, or recovered by virtue of, arising out of or in connection with any acts or omissions of Somerset County in the performance of its duties under this Agreement.

D. Notices:

All notices or other written communication provided for under this Agreement will be mailed to the respective address below.

For Medpro Associates:
Terry Thurlow
Medpro Associates
P.O. Box 94
Dover-Foxcroft, Maine 04426

For Somerset County:
Sheriff Dale Lancaster
Somerset County Sheriffs Dept.
131 East Madison Road
Madison, Maine 04950

Copies to:
SCJ Administrator
Somerset County Jail
131 East Madison Road
Madison, Maine 04950

E. Breach of Contract

MEDPRO and SCJ agree that should either party commit a material breach of this agreement, non of the following actions by either party shall considered a waiver of such breach:

- a. Failure to demand strict performance of any provision of the Agreement;
- b. Acceptance of full or partial performance of the provisions of the Agreement;
- c. Failure to exercise any available remedy.

F. Severability

The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be constructed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

G. Assignment

This Agreement shall not be binding upon and not inure to the benefit any successor assignee without the written consent of whichever party is affected by such assignment.

H. Amendments:

No alteration, modification, or change in the provisions of this Agreement shall be effective unless reduced to writing and executed by the parties.

I. Governing Law:

This Agreement has been entered into in the State of Maine and shall be interpreted under the laws of such state. Any legal actions must be commenced in the Courts of the State of Maine.

J. Section Headings

The titles to sections in this Agreement are solely for the convenience of the Parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

K. Confidentiality of Information

The parties acknowledge that in the course of performing their responsibilities under this agreement, they may be exposed to or acquire information which is proprietary and confidential to the party or its' affiliated companies or their agents. Any and all information of one party in any form obtained by the other party or its' employees, agents or representatives in the course of performing this agreement shall be deemed to be proprietary and confidential information of such party. The parties agree to hold such information in strict confidence and not to copy, reproduce, sell, assign, license, market, transfer, give or otherwise disclose such information to third-parties or to use such information for any purpose whatsoever, without the express written permission of the other party, other than for the provision of services hereunder, and to advise each of their employees, agents and representatives of their obligation to keep such information confidential.

L. Hiring of other parties employees

Somerset County and MEDPRO agree that they will not hire a current or former employee of the other until 6 months after the termination of employment with the other party, unless agreed upon by both parties.

M. Independent Contractor:

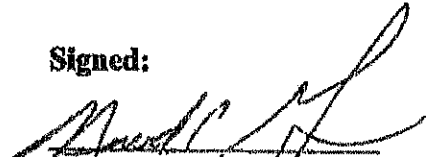
MEDPRO hereby agrees with Somerset County that it is contracting with Somerset County as an independent contractor and that any personnel supplied to Somerset County by MEDPRO hereunder are not employees of Somerset County and are employees, agents or subcontractors of MEDPRO.

N. Termination:

- a. This Agreement may be terminated upon written notice by either party to the party who breaches a material term or condition of this Agreement. A breach of a material term or condition of this Agreement can be cured by the breaching party's performance (or payment of money) within 30 days after receipt in writing from the other party of notice of such breach.
- b. This Agreement may be terminated without cause by either party by the party seeking to terminate said Agreement giving to the other party a written one hundred and eighty (180) day notice of its intent to terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers hereunto duly authorized, in duplicate, as of the day and year above written.

Signed:


 County Commissioner


 County Commissioner


 President of DT Developers, Inc.

County Commissioner


 County Commissioner


 County Commissioner


 Somerset County Sheriff



0000000000
0000000000
0000000000

0000000000
0000000000
0000000000

0000000000
0000000000
0000000000

- a. This Agreement may be terminated upon written notice by either party to the party who breaches a material term or condition of this Agreement. A breach of a material term or condition of this Agreement can be cured by the breaching party's performance (or payment of money) within 30 days after receipt in writing from the other party of notice of such breach.
- b. This Agreement may be terminated without cause by either party by the party seeking to terminate said Agreement giving to the other party a written one hundred and eighty (180) day notice of its intent to terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers hereunto duly authorized, in duplicate, as of the day and year above written.

Signed:

County Commissioner

President of DT Developers, Inc.

County Commissioner

County Commissioner

County Commissioner

County Commissioner

Somerset County Sheriff

ATTACHMENT A

1. Health Care Categories
 - a. Medically Necessary - Acute:
 - i. The category consists of acute illness, accident or development of a health condition to include those that are of an emergency and life threatening nature.
 - b. Acute Fatal - Full recovery: A health problem that without treatment has immediate potential for fatal outcome and treatment is reasonably expected to produce a full recovery.
 - c. Maternity Care - pre-natal, pre-natal and post-natal care for mother; pre- and pre-natal care for the child*
 - d. Acute Fatal - Non-full recovery: A health problem that without treatment has immediate potential for fatal outcome and treatment will produce less than a full recovery but is reasonably expected to achieve a stable and functional recovery. Note: Certain items of maternal / fetal testing and related care may require pre-approval. Medically Necessary - Acute: Medically Necessary care will be routinely provided to inmates. Any MEDPRO health service staff may authorize care and treatment at this level.
2. Medically Necessary - Chronic:
 - a. The category includes conditions that, if untreated during the period of incarceration, will be life threatening; or lead to a significant deterioration or loss of function or health; or result in unnecessary suffering. The determination risk associated with these conditions will be made by MEDPRO health care staff.
 - i. Chronic Fatal - Improved with treatment: A health problem that without treatment has immediate potential for fatal outcome and treatment is reasonably expected to produce improvement in quality of life and life span.
 - ii. Comfort Care - Hospice care and terminal pain management
 - iii. Dental Care - Determined to seriously affect health during incarceration
 - iv. Proven effective preventive care: Immunizations, Physical Examinations, Communicable disease testing.
 - v. Acute fatal - Full return to health: A health problem that without treatment has immediate potential for fatal outcome and treatment is reasonably expected to produce a full recovery.
 - vi. Acute nonfatal - Incomplete return to health: A health problem that without treatment has immediate potential for fatal outcome and treatment will produce less than a full recovery but is reasonably expected to achieve a stable and functional recovery. Note: Medically Necessary - Chronic: Medically Necessary care will generally be provided to inmates by MEDPRO staff subject to periodic utilization review by the facility health care provider. Any MEDPRO health care provider may authorize care and treatment at this level within the guidelines of utilization review.
3. Medically Acceptable not Medically Necessary:

- a. The category consists of those illnesses, injuries or health conditions which do not require treatment and are usually of a minor and / or self limiting nature.
 - i. Acute nonfatal - one time treatment and / or repetitive treatment may / may not be effective
 - ii. Chronic nonfatal - repetitive treatment may / may not be effective Medically Acceptable not Medically Necessary: Medically Acceptable care may be provided to inmates by MEDPRO staff subject to authorization for care and treatment of these conditions. At this level the authorization will be determined on a case-by-case basis.
- b. Acute condition
 - i. On-site service: must be authorized by the facility health care provider.
 - ii. Off-site service: will require authorization by the facility health care provider and authorization by MEDPRO Medical Director.
 - iii. Concurrence of security administration and financial support from the inmate is required.
- c. Chronic condition
 - i. On-site service: must be authorized by the facility health care provider. **
 - ii. Off-site service: must be approved by the facility health care provider and authorization by MEDPRO Medical Director and Utilization Review.
 - iii. Concurrence of security administration and financial support from the inmate is required. Evaluation by Utilization Review Required
- 4. Limited or No Medical Value: Care and treatment of an individual at this level will not be authorized. The category consists of those illnesses, injuries or health conditions which: do not usually require any treatment or; are associated with activities that are not consistent with behavior permitted while incarceration in the facility; do not improve with accepted treatment measures.
 - a. Acute nonfatal - recovers without treatment
 - b. Infertility services
 - c. Low effectiveness preventive care
 - d. Fatal or nonfatal - additional treatment causes minimal or no improvement
 - e. Convenience of the inmate, family and / or provider. Additional factors evaluated with respect to any decision concerning approval of medical therapy, particularly when the issue is in the category - Medically Acceptable not Medically Necessary, are:
 - i. The global necessity of the treatment
 - ii. Urgency of the treatment needs
 - iii. The conditions' status
 - iv. Any prior response to other treatment
 - v. Risk / benefit ratio
 - vi. Nature of condition as pre-existing issue.
 - vii. Is the condition a pre-confinement issue?
 - viii. Available alternatives
 - ix. The period of incarceration remaining
 - x. Cost /Benefit Ratio

ATTACHMENT B
MEDICAL EMERGENCY LIST

1. The following list of emergent conditions will be used as a guideline to determine if emergency care is warranted. Any individual that presents with symptoms noted will be provided with immediate emergency care and the correctional staff will take immediate action to contact the person "On Call". Although the list of conditions is not exhaustive, any inmate with the specific symptoms or signs noted below for these conditions will be provided with emergency care. When emergent transfer to the hospital emergency room is determined by medical staff to be necessary correction, nursing staff will notify the hospital Emergency Room and Emergency Medical Services to arrange ambulance transportation. Emergency medical conditions - and the associated symptoms that will require an immediate request for ambulance response (prior to contacting "On Call" medical staff) are indicated by "*" .
- a. Allergic Reaction *
 - i. Severe respiratory distress.
 - ii. Unable to speak in full sentence.
 - iii. Symptoms of shock or cardiac distress.
 - b. Asthma *
 - i. Severe respiratory distress.
 - ii. Unable to speak in full sentence.
 - iii. Symptoms of shock or cardiac distress.
 - c. Abdominal Pain
 - i. Grossly bloody stool.
 - ii. Severe abdominal pain.
 - iii. Severe Dehydration.
 - d. Burns*
 - i. Any third degree or airway burn.
 - ii. Large area (>10% BSA) second degree.
 - iii. Radiation or electrical burn.
 - iv. Symptoms of shock, respiratory or cardiac distress.
 - e. Detoxification / Withdrawal
 - i. Lethargic, confused, comatose or convulsive patient.
 - ii. Severe Dehydration, uncontrolled vomiting, diarrhea.
 - iii. Symptoms of shock, respiratory or cardiac distress.
 - f. Cardiac Emergency
 - i. Unremitting cardiac pain and severe risk factors (prior heart surgery / attack, use of nitroglycerine - with no relief,
 - ii. Angina and a poor response to initial treatment.
 - iii. Symptoms of shock.
 - g. Diabetic Emergency
 - i. Lethargic, comatose or convulsive patient contact.
 - ii. Symptoms of shock, respiratory or cardiac distress.

- iii. Glucose below 40 after treatment.
- h. Eye Emergency*
 - i. Imbedded objects.
 - ii. Penetrating injuries.
 - iii. Chemical burns.
- i. Heat Emergency
 - i. High fever (greater than 102 degrees).
 - ii. Absent sweating.
 - iii. Confusion, delirium, hypotension.
- j. Hematemesis Emergency
 - i. Emesis of large amount of gross blood (> 120 ml).
 - ii. Extreme abdominal pain.
 - iii. Symptoms of shock or severe dehydration.
- k. Respiratory Emergency*
 - i. Severe respiratory distress. (rate > 40 or < 10)
 - ii. Unable to speak in full sentence.
 - iii. Symptoms of shock or cardiac distress.
- l. Orthopedic Emergency
 - i. Impaired circulation, shock, hemorrhages.
 - ii. Displaced fracture, dislocations.
 - iii. Spinal or skull fracture.
- m. Seizure Emergency*
 - i. Repetitive/persistent seizures.
 - ii. Severe respiratory distress. (rate > 40 or < 10)
 - iii. Symptoms of shock or cardiac distress.
- n. Suicide Emergency
 - i. Ingestion of lethal substance.
 - ii. Other injury described as emergency.
 - iii. Symptoms of shock, respiratory or cardiac distress.
- o. Wound Emergency
 - i. Laceration penetrating body cavity, joints, or muscles.
 - ii. Loss of large amount of gross blood (> 120 ml).
 - iii. Symptoms of shock, respiratory or cardiac distress.



SOMERSET COUNTY JAIL



131 East Madison Road - Madison, Maine 04950 - 207.474.7409

PREA

SHERIFF
Dale P. Lancaster

JAIL ADMINISTRATOR
Major Cory C. Swope

CHIEF DEPUTY
Michael O. Mitchell

ASSISTANT JAIL ADMINISTRATOR
Captain Sean P. Maguire

Memo

Date: 07.31.2019
To: Sheriff Dale P. Lancaster
From: Major Cory C. Swope
Cc:
Re: Comprehensive Inmate Medical Services

Sir,

We are currently in the process of finalizing individual Requests for Proposals (RFPs) for Inmate Medical Services and Inmate Mental Health/Substance Abuse respectively. Anticipated completion and contract award is mid FY2020. Until such time, I am recommending we continue with MedPro to provide Comprehensive Inmate Medical Services for the Somerset County Jail, at the budgeted annual amount of \$901,525.08 (\$75,127.09), which is an increase of \$0 (zero dollars) from FY2019.

Should MedPro not be selected as a result of the RFP and evaluation processes, notice of termination will be in accordance with current contract language.

I concur with this recommendation:


Sheriff Dale P. Lancaster

