

1 **COMMISSIONERS MEETING**

2 **October 27, 2021**

3  
4  
5 *YORK,ss*

6  
7 At a regular meeting of the County Commissioners of the County of York, begun and  
8 holden at the York County Government Building in Alfred, within and for the County of York,  
9 being held on Wednesday, October 27, 2021 A. D. at 4:30 P. M.

10  
11  
12 **COMMISSIONERS PRESENT:**

13  
14 Richard R. Dutremble  
15 Richard Clark  
16 Robert Andrews  
17 Allen Sicard  
18 Donna Ring  
19

20  
21  
22 County Manager Gregory Zinser and Deputy County Manager Linda Corliss were present at the  
23 meeting.

24  
25  
26 **YOU ARE INVITED TO RISE AND SALUTE THE FLAG OF THE UNITED STATES**

27  
28 **10-27-2021 ITEM**

29  
30 **1 PUBLIC COMMENT(S) ON ANY ITEM(S)**

31 Janet Drew stated that she has reviewed the agendas and seen lots of approvals for  
32 shiny things instead of funds for the jail. She added that she would like to see the  
33 use of ARPA funds for things other than shiny new gadgets.  
34

35 **2 NEW BUSINESS**

36 a. Hiring of Victoria Raneses as a full -time emergency preparedness coordinator  
37 with a hiring date of 11/29/21

38 H.R. Director Corliss gave a background on Ms. Raneses' former positions.  
39 Commissioner Ring asked if this is a full- time position to which Director Corliss  
40 replied it was. Commissioner Ring asked if this meant this person would receive  
41 41 days of paid time off up front. H.R. Director replied that was correct.  
42

43 Commissioner Clark motioned to approve the hiring of Victoria Raneses in the  
44 position of full time Emergency Preparedness Coordinator in EMA with a hire date  
45 of November 29, 2021.

46 Commissioner Sicard seconded the motion. Vote 4-1 with Commissioner Ring  
47 opposed. Commissioner Ring explained that it was not the individual but the policy  
48 in which the individual receives 41 days of paid time off upon employment.  
49

50 b. Discussion and to seek approval of CPS medical contract

51 County Manager Zinser explained that this contract was reviewed and approved by  
52 the county's legal counsel. Commissioner Ring asked the amount of the contract.  
53 County Manager Zinser replied that it was \$1,878,756.00 for the first year. He  
54 explained that it will be looked at again next year and the amount will depend on  
55 the population and the staff needed. Commissioner Ring asked what the increase is  
56 from the current contract. County Manager Zinser replied it is \$1.6 million now so  
57 there is a budget increase of about \$200,000.00. This puts the jail over budget  
58 about \$140,000.00. This will need to be budgeted for next year.

59 Commissioner Clark motioned to approve the contract. Commissioner Ring  
60 seconded the motion. Vote 5-0.

61 Commissioner Clark moved to authorize the County Manager to sign the contract.  
62 Commissioner Ring seconded the motion. Vote 5-0.

63 c. Discussion and to seek approval of purchase of Body Scanner

64 County Manager Zinser reminded the Commissioners that they were questioning  
65 the cost of the scanner at their last meeting. The cost of this body scanner is  
66 \$159,000.00. The County Manager stated that he is recommending the  
67 Commissioners approve this purchase.

68 Commissioner Ring motioned to approve the purchase of the body scanner in the  
69 amount of \$159,000.00. Commissioner Andrews motioned to second the motion.  
70 Vote 5-0. Commissioner Ring added that this motion includes that these funds are  
71 ARPA funds.

72  
73 d. Discussion and to seek approval of TruNarc-narcotics analyzer for Jail/SO

74 County Manager Zinser explained that the cost of this item is a little over  
75 \$30,000.00 but that Chief Deputy Forbes has secured an \$8,000.00 grant. The  
76 remaining cost will be split between the Sheriff's Office and the Jail. Chief Deputy  
77 Forbes explained that this device is used for finding drugs. He continued that it is  
78 very dangerous for officers to field test drugs such as fentanyl. This device scans  
79 the drug and tells us what it is. He added that the Jail Investigator can use this  
80 device and charge a person immediately rather than having to send the substance to  
81 the lab which can take as long as six months.

82 Commissioner Ring stated that she did not realize that this item was going to be put  
83 on the agenda tonight and recommended it be put on the next meeting agenda. She  
84 asked what the officers do now if they suspect there is fentanyl on someone?

85 Chief Deputy Forbes responded that it would depend on the situation. Powder can  
86 look like a lot of different things. He explained that the company will train twelve  
87 personnel to use the device. He added that the substance still has to go to the lab.  
88 Commissioner Ring asked if it still would be \$250 per test at the lab? Chief  
89 Deputy Forbes replied, yes, but that officer safety is the main reason to purchase  
90 this device.

91 Commissioner Sicard asked about the cost of each test. Chief Deputy Forbes  
92 replied that he is waiting for an answer on this matter.

93 Commissioner Clark asked if he understood correctly that if someone is stopped  
94 and they are 15-20 minutes from the jail, they would wait on the side of the road  
95 until someone came with the device? Chief Deputy Forbes replied, perhaps or they  
96 could be charged at the jail.

97 Commissioner Ring asked if it was stated that State Police Troop A has this device  
98 and no one else (in this area)? Chief Deputy Forbes responded that he believes  
99 Maine DEA also has this. Commissioner Ring asked if this device can be shared  
100 with other law enforcement agencies in York County? Chief Deputy Forbes

101 replied, yes, that it will be made available to all York County Police Departments.  
102 Commissioner Ring asked will there be someone available to use this device 24/7?  
103 Chief Deputy Forbes replied that someone authorized to use it will be on each shift.  
104 Commissioner Ring motioned to approve the purchase of the Tru-Narc narcotics  
105 analyzer in the amount of \$30,000.00, using the \$8,000.00 grant secured by the  
106 Sheriff's Office with the remainder to be split between the Sheriff's Office and the  
107 Jail. Commissioner Andrews seconded the motion.

108 DISCUSSION: Commissioner Sicard requested the cost of the testing materials be  
109 given to the Commissioners.

110 Vote 5-0.

111 e. Discussion to seek approval of dispatch terminals

112 County Manager Zinser reminded the Commissioners that this purchase is eligible  
113 under the ARPA funds. The three terminals cost \$479,555.00 and the specialized  
114 furniture costs \$45,273.02 for a total of \$524,728.02.

115 Commissioner Ring motioned to approve the purchase of the dispatch terminals in  
116 the amount of \$479,555.00 and the furniture in the amount of \$45,273.02 for a total  
117 of \$524,728.02 from the ARPA funds. Commissioner Andrews seconded the  
118 motion. Vote 5-0.

119  
120 f. Discussion and to seek approval of G&H block renovation

121 County Manager Zinser explained that the bid process has occurred and the bid  
122 as recommended by our architect is presented to the Commissioners. \$75,000.00  
123 was added to repair the roof over G&H block as this section of the roof was not  
124 repaired when other portions of the roof were, explained the County Manager.  
125 This brings the total bid to \$1,170,024.00 minus the FEMA grant in the amount of  
126 \$400,000.00 with the remainder of \$770,024.00 coming out of ARPA funds.  
127 Commissioner Clark asked how many bids were received. County Manager Zinser  
128 responded that there were multiple bids and that the architectural company reviews  
129 them and gives us the bid they feel is best.

130 Commissioner Clark motioned to approve the renovation of G&H blocks and  
131 expend up to \$1,170,024.00 with the expectation of receiving \$400,000.00 of grant  
132 money from Maine Emergency Management Agency with the remaining  
133 \$770,000.00 coming from ARPA funds.

134 Commissioner Sicard seconded the motion. Vote 5-0.

135  
136 g. Approve promotion of Kyle Kassa to the position of sergeant in the Patrol  
137 division

138 Commissioner Ring commented that she did not know this (item) would be on the  
139 agenda. Commissioner Dutremble pointed out that this item was on the agenda.  
140 Commissioner Ring stated that she wished she had more information. She stated to  
141 Sheriff King that this is not the procedure used in the past. Sheriff King responded  
142 that the collective bargaining agreement was followed for this process. Three  
143 names were sent to him. Commissioner Ring asked the Sheriff why he only chose  
144 one when there are three vacant positions?  
145 Sheriff King replied that he will next ask the County Manager for three more  
146 names. Commissioner Ring again stated that this is not how the process has been  
147 done in the past. Sheriff King replied that they have never had multiple Seargent  
148 vacancies in the past. Commissioner Ring asked the Sheriff why he wouldn't put  
149 forth all three names at the same time. Sheriff King replied that he chose not to do  
150 so. Commissioner Ring stated does that not give people who might not be in

151 the running, two or three chances to be in the running? Sheriff King responded that  
152 he is not prepared to answer and that he is trying to follow the contract.

153 Commissioner Ring commented that this is not the normal procedure and that she  
154 takes exception to seeing something four days before it is going to be approved  
155 when the process is different than it has been done over the past 30 years.

156 Sheriff King again stated that he has never had more than one opening before (for  
157 Sgt.)

158 Commissioner Ring stated that she would like to see the entire process and asked if  
159 it is available to her.

160 County Manager Zinser stated that the contract is being followed. The top three  
161 candidates were given to the Sheriff. The contract does not require that all three  
162 get hired. Commissioner Ring asked when did you change the process? She  
163 continued that she wondered if the Fraternal Order of Police is aware of this and if  
164 they have any issues.

165 Commissioner Ring asked Sheriff King if he only needed one Sergeant. He replied  
166 that he is only asking for one. County Manager Zinser added that the collective  
167 bargaining agreement requires that the top three (names) be given to the Sheriff for  
168 his consideration. Kyle Kassa will be removed and then the next three (names) will  
169 be given to the Sheriff. Commissioner Ring responded that with this method,  
170 someone at the lower end will get two or three more times.

171 County Manager Zinser replied that he did seek a legal opinion and that it says we  
172 are doing this correctly.

173 Commissioner Clark asked is it not correct that the hiring (of Sergeant) consists of  
174 more than just a written test? Sheriff King replied, yes. Commissioner Clark  
175 stated that he is not interested in micro-managing how the Sheriff makes his  
176 promotions.

177 Commissioner Clark motioned to approve the promotion of Kyle Kassa to Sergeant  
178 effective November 1, 2021. Commissioner Sicard seconded the motion. Vote 4-  
179 1 (with Commissioner Ring voting against the hiring due to the process not the  
180 individual).

181 h. Any ARPA discussions, if needed

182 County Manager Zinser asked the Commissioners if they had any questions or  
183 comments for discussion regarding the ARPA funding. Commissioner Ring asked  
184 if any new information had been received and County Manager Zinser replied, no.  
185 Commissioner Sicard commented that he would like to look at the (expenditures)  
186 sheet at the second meeting in November. County Manager Zinser replied that he  
187 does have an e-mail with the sheet that he will forward on to the Commissioners  
188 next week.

189 **\*\*PUBLIC COMMENTS HEAR PRIOR TO ITEM 3\*\***

190 **3 TO CONDUCT AN EXECUTIVE SESSION ON PERSONNEL**  
191 **ISSUES PURSUANT TO 1 M.R.S.A. §405 (6) (A), ACQUISITION OF**  
192 **REAL PROPERTY OR ECONOMIC DEVELOPMENT PURSUANT**  
193 **TO 1 M.R.S.A. § 405 (6) (C), LABOR NEGOTIATIONS PURSUANT**  
194 **TO 1 M.R.S.A. § 405 (6) (D) AND CONSULTATION WITH LEGAL**  
195 **COUNSEL PURSUANT TO 1 M.R.S.A. § 405 (6) (E), REVIEW OF**  
196 **CONFIDENTIAL RECORDS PURSUANT TO 1 M.R.S.A. § 405 (6) (F)**

197 Commissioner Clark motioned to enter into executive session. Commissioner  
198 Andrews seconded the motion. Vote 5-0.

199 Commissioner Clark motioned to come out of executive session. Commissioner  
200 Sicard seconded the motion. Vote 5-0.

201  
202  
203  
204  
205  
206  
207  
208  
209  
210  
211  
212  
213  
214  
215  
216  
217  
218  
219  
220  
221  
222  
223  
224  
225  
226  
227  
228  
229  
230

No action taken.

**4 PUBLIC COMMENT(S) ON ANY ITEM(S)**

Susan Wiswell asked if the homeland security funds obtained for the training center will offset what the county is spending with ARPA funds. County Manager Zinser explained that Chief Hooper submitted an earmark request and that \$850,000.00 was granted towards the training center. He added that it is now up to the Commissioners on what they want to do. Susan Wiswall asked if the county has this money now? County Manager Zinser replied that it has to go through Congress.

Janet Drew stated as a follow up to Susan's comments, this money received will offset some of the costs to free up some money as there still is not a total picture of what is being spent and you are not trying anything different.

County Manager Zinser replied that the County does have a treatment and recovery facility and that we are pursuing detox beds as well as expanding the treatment and recovery program.

He added that currently, the County spends \$2 million on treatment and recovery. The County is also looking into hiring a Clinical Director.

County Manager Zinser invited Janet Drew to come and take a tour of the county Facilities to look at what we do to rehabilitate people.

Commissioner Sicard stated that he received his booster shot at the county's vaccination center and wanted to thank Art Cleaves and his entire crew for the work they are doing.

**5 ADJOURN**

Commissioner Clark motioned to adjourn. Commissioner Sicard seconded the motion. Vote 5-0.

1 **COMMISSIONERS MEETING**

2 **November 17, 2021**

3  
4  
5 *YORK,ss*

6  
7 **SPIRIT OF AMERICA AWARDS HELD AT 3:00 P.M. VIA ZOOM**

8  
9 At a regular meeting of the County Commissioners of the County of York, begun and  
10 holden at the York County Government Building in Alfred, within and for the County of York,  
11 being held on Wednesday, November 17, 2021 A. D. at 4:30 P. M.

12  
13  
14 **COMMISSIONERS PRESENT:**

15  
16 Richard R. Dutremble  
17 Richard Clark  
18 Robert Andrews  
19 Allen Sicard  
20 Donna Ring  
21

22  
23  
24 County Manager Gregory Zinser and Deputy County Manager Linda Corliss were present at the  
25 meeting.  
26

27  
28 **YOU ARE INVITED TO RISE AND SALUTE THE FLAG OF THE UNITED STATES**

29  
30 **11-17-2021 ITEM**

31  
32 **1 PUBLIC COMMENT(S) ON ANY ITEM(S)**  
33 None  
34

35 **2 TO APPROVE THE MINUTES OF THE FOLLOWING MEETINGS:**

- 36 a. Regular meeting of November 3, 2021  
37 Commissioner Clark motioned to approve the minutes. Commissioner Sicard  
38 seconded the motion. Vote 5-0.  
39

40 **3 TO APPROVE TREASURER'S WARRANTS**

- 41 a. Warrants to be approved on November 3, 2021 in the amount of \$627,521.31  
42 Commissioner Clark motioned to approve the warrants. Commissioner Sicard  
43 seconded the motion. Vote 5-0.  
44 b. Warrants to be approved on November 10, 2021 in the amount of \$775,872.31  
45 Commissioner Clark motioned to approve the minutes. Commissioner Sicard  
46 seconded the motion. Vote 5-0.  
47

48 **4 TO HEAR ANY REPORTS FROM THE COUNTY**

49  
50  
51  
52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75  
76  
77  
78  
79  
80  
81  
82  
83  
84  
85  
86  
87  
88  
89  
90  
91  
92  
93  
94  
95  
96  
97  
98

**COMMISSIONERS**

None

**5 TO HEAR ANY REPORTS FROM THE COUNTY MANAGER**

None

**6 NEW BUSINESS**

a. Discussion of OSHA vaccine mandate/testing requirement-County Manager Zinser stated that this is one of the most common topics being discussed in the area. The County Manager continued that before he talked about the mandate or testing requirements being advanced by OSHA. We are all aware it is in a stay. County Manager Zinser informed all that statistically here in the county in terms of vaccinations with an employee count of 264 (The County Manager explained that this number includes, full-time, part-time, and reserve employees.) we have verbally been advised that we have an 81% vaccination rate. Technically, he continued, we can only confirm that 55% are vaccinated. County Manager Zinser publicly thanked H.R. Director Linda Corliss as she is bearing the brunt of the COVID matter. This matter consumes a lot of our time, explained County Manager Zinser. The numbers (of positive COVID cases) are rising as well as hospitalizations. With or without a mandate at this point, continued County Manager Zinser, and with the holidays coming, if history is an indicator, it is not looking pretty.

The County Manager stated that because of the stay, he is not asking the Board to implement a policy tonight but asking what direction they wish to be going in. The Circuit Court of Appeals is currently reviewing the OSHA ruling and most likely it will be going to the Supreme Court with a decision perhaps in a few months. We do have draft policies for testing and for mandatory vaccinations. What we've produced is largely from the OSHA mandate. While the OSHA mandate is under stay, we have an obligation to protect our workers, stated the County Manager. He continued that he thinks the statistics given earlier are important to see if a vaccine mandate would be appropriate or not for the county. We are requesting of the Commissioners that you authorize myself and Linda to move forward to develop a policy for a vaccine mandate on our own or as OSHA requirements. Either way, stated the County Manager, we need a direction to go in as the clock is ticking.

Commissioner Sicard commented that the County Manager is eluding to it is going to be going to court. Any recommendation the Board makes is putting the cart before the horse. I feel we should stay with current policies and testing and once the law is firm and ruled on, then, we will have a clear picture on how to proceed. Commissioner Ring stated that she agreed with Commissioner Sicard. She added that her position is that she will not mandate unless this county is willing to pay the employees. If we are going to mandate any employees, she stated, she would hope that the county would use our ARPA funds or some kind of funding.

Commissioner Clark stated that he does not think what the Supreme Court does is particularly important. He continued that we have an obligation to protect our employees and run the County. Right now, we are not doing a good job at either. OSHA rules are important but this county can still act without that authority. If it is approved by the Courts, continued, Commissioner Clark than obviously we have to do it. COVID has been going on for almost two years now and Dr. Shah stated that we (Maine) has set another record for hospitalizations and cases. We had an outbreak at the jail that affected a significant amount of people and recently, we

99  
100  
101  
102  
103  
104  
105  
106  
107  
108  
109  
110  
111  
112  
113  
114  
115  
116  
117  
118  
119  
120  
121  
122  
123  
124  
125  
126  
127  
128  
129  
130  
131  
132  
133  
134  
135  
136  
137  
138  
139  
140  
141  
142  
143  
144  
145  
146  
147

had a department shut down and was not able to deliver services to the county because of an outbreak. Commissioner Clark stated that he thinks we should step up and do what's right. He added that kicking the can down the road doesn't do good for anyone.

Commissioner Andrews spoke and stated that he does not believe the vaccines are the silver bullet. He added that we have seen an increase even with people who are vaccinated. It is more about liberties and we do not have the right to mandate people taking an injection into their bodies if they have a religious objection or otherwise. Commissioner Andrews continued that we cannot bow to the fear and the pressure of OSHA. He stated that he will not vote for a mandate.

County Manager Zinser addressed the Board and stated that he wanted to be clear and if they do not go for the mandate testing will be required. The draft policy was developed that the employee will be responsible for testing but in Maine, the employer will have to pay. He continued that testing presents problems such as what happens on nights and weekends? The guidelines are strict and specific. This will really severely impact our ability to staff. County Manager Zinser continued that he will be requesting from the Board, someone to monitor folks who are choosing that option. The initial cost (for testing of unvaccinated employees) is around \$100,000. He stated that he questions the efficacy of using taxpayer funds for that. County Manager Zinser continued that we don't have the capacity to monitor and implement the payroll and portal reporting. There is an automatic \$14,000 fine. Nationally, we have seen the mandates being upheld. It's a pretty sure bet that is the direction it's going in. County Manager Zinser said that he is not looking for a decision tonight but some direction as we will need to be ready once the decision is handed down as we will only have 30 days.

Commissioner Ring asked in regards to the OSHA rules are they actually in effect or is everything in the courts? County Manager Zinser replied, in the courts.

Commissioner Ring clarified so we would be obligated by the State mandate, it wouldn't be the Board that's doing it. The County Manager replied it would be the Board as you will be directed by OSHA to do so. We are just trying to get ahead of this and have that discussion.

Commissioner Ring replied that she has said her piece and that she will not support any mandate. She added that she does believe we have a responsibility to our employees but that we also have to protect the constitutional rights of our employees.

Commissioner Sicard asked County Attorney, Tim O'Brien if he feels the Commissioners should get out in front of the courts or wait for the court's decision?

Attorney O'Brien stated that there is nothing that is ever certain about litigation. The Stay was issued by the 5<sup>th</sup> Circuit Court of Appeals and is now in the 6<sup>th</sup> Circuit Court of Appeals. The Board can proceed on its own by acting on some of the information on the OSHA policy or sit and wait and take the middle of the road approach and begin to outline a procedure to give staff direction. The Federal District Court in Maine did uphold the vaccination of healthcare workers, reminded Attorney O'Brien.

County Manager Zinser informed the Board that this is also a subject of impact bargaining. Commissioner Ring asked if the employees have been given the draft policies. County Manager Zinser stated that they have not.

Commissioner Ring asked if ARPA money can be used for testing (of employees).



148 County Manager Zinser replied that he thinks so but he does not know if it will be  
149 for an OSHA requirement. Commissioner Ring replied that she would like the  
150 County Manager to get that answer.  
151 Commissioner Dutremble asked for public comments regarding this matter.  
152 Brian Maddox of Fox Street in Biddeford ME, President of the Local 109 NCEU  
153 addressed the Board and stated that no matter what they do, it will cost money and  
154 won't please everyone. If you make it mandatory, 10 people will walk, stated Mr.  
155 Maddox. This will leave us with about 20 corrections officers. Who will apply if  
156 vaccines are mandated, he asked. We are having a difficult time as it is,  
157 commented Mr. Maddox.  
158 Colton Sweeney of Acton ME, also a corrections officer at the York County Jail  
159 addressed the board and stated that 9,810 people have died from the vaccine. He  
160 stated that he obtained this number from the CDC's website. Mr. Sweeney asked  
161 who is held liable if he gets the vaccine and has an adverse reaction? The County  
162 Manager replied that it becomes a worker's compensation issue. Mr. Sweeney  
163 continued that Governor Mills removed all EMS and dental employees from having  
164 to be vaccinated. If a mandate is made a policy, Mr. Sweeney requested that  
165 testing is also made available.  
166 Susan Wiswell of Kittery, ME spoke via ZOOM. She stated that she is a retired  
167 nurse and that a number of healthcare facilities have closed down because of the  
168 vaccine mandate. Healthcare has been chronically understaffed and COVID has  
169 exasperated this. If it's happening in healthcare, it's going to happen wherever  
170 they have a mandate, stated Ms. Wiswell.  
171 Dean Staffieri, President of the Maine Service Employees Association, addressed  
172 the Board and stated that MSEA has consistently supported people getting the  
173 vaccine. We have encouraged our employees to get vaccinated, continued Mr.  
174 Staffieri. We are not opposed to a mandate. What we would hope for is that we  
175 are able to have some communication (impact bargaining). Some can't (get the  
176 vaccine) for religious and medical reasons. Some simply just won't want to get  
177 it. There may be situations where people have to make a difficult decision.  
178 Rod Hooper of Lyman, ME, County Fire Administrator, addressed the Board and  
179 stated that he wanted to make a correction to one statement made earlier in that  
180 EMT and paramedics do need to be vaccinated and that this mandate was put into a  
181 Public Safety rule. Emergency medical technicians are also required to be  
182 vaccinated. Chief Hooper stated that the impact that it has had on this workforce is  
183 not catastrophic. Personally, I think it is the right thing to do.  
184 Janet Drew spoke via ZOOM and stated that she is also a retired nurse.  
185 Medicare requires vaccines every year for employees. We were all expected to do  
186 what was right for the greater population. Statistics show that people that are  
187 requiring the most care are people that are not vaccinated, stated Ms. Drew and  
188 those people are effecting people with other issues. Healthcare workers are leaving  
189 because they are exhausted. None of us are safe until we all get vaccinated. If not  
190 getting vaccinated is more important than working, then that is their choice. This is  
191 not a new expectation of people in this country. It is not a conspiracy to make us  
192 do something we don't want to do, stated Janet Drew.  
193 Travis Jones of Wells, ME addressed the Board via ZOOM and stated that he is the  
194 President of the local FOP association-. Mr. Jones stated that the Sheriff's Office  
195 is also very understaffed. We are looking at a mandate that will include people  
196 leaving the YCSO, he stated. This will be another stumbling point commented Mr.  
197 Jones.

198 Carol Lovejoy, Register of Probate of Kennebunk, ME addressed the Board and  
199 clarified that the comment made earlier that the probate office was shut down is  
200 not true as all of the Probate department employees were working remotely.  
201

202 County Manager Zinser spoke of the earlier comment that reported side effects.  
203 He commented that every week he listens in on the EMA phone calls. He also has  
204 spoken to Dr. Schmitz and other people in reference to the side effects.  
205 Inflammation of the heart is also a side effect of COVID, commented the County  
206 Manager. As far as statistics in people leaving when given a mandate, we  
207 haven't seen the exodus that was threatened. We want to open the dialog with the  
208 Unions, stated County Manager Zinser.

209 Commissioner Chairperson Richard Dutremble asked what the consensus of the  
210 Board was to advise the procedure to go to for the County Manager.

211 Commissioner Clark motioned that we ask the County Manager and the H.R.  
212 Director to work on policy to require mandate for vaccinations for all employees.  
213 The motion did not receive a second. Motion failed.

214 Commissioner Ring motioned we wait with direction for testing and direct the  
215 County Manager to redo a policy that would be anticipated through the Supreme  
216 Court. NO SECOND TO COMMISSIONER RING'S MOTION.

217 County Manager Zinser advised that the Commissioners need to be very cautious  
218 of the testing as it is fraught with issues. He continued that the County still will  
219 need to impact bargain. County Manager Zinser also asked if this is an appropriate  
220 use of taxpayer money? Right now it is the requirement of the employee. But, the  
221 State of Maine as of now requires employers to pay for testing, stated County  
222 Manager Zinser. We don't have the capacity to test our unvaccinated folks on a  
223 weekly basis.

224 Commissioner Ring state that there are so many ifs at this time. Pfizer has a pill  
225 coming out. That might be another option. I don't see any reason why we have to  
226 make a motion at this point. Let's see what happens with the courts, stated  
227 Commissioner Ring.

228 Commissioner Ring motioned to continue with what we are doing and direct  
229 the Manager to do a little more research on testing costs and staffing and come  
230 back to us in a month or so. Commissioner Andrews seconded the motion.  
231 DISCUSSION- Commissioner Clark stated that Commissioner Ring's motion has  
232 everyone going forward in all directions. It is not useful and not helpful, continued  
233 Commissioner Clark. We are in a public health emergency. We as a Board have  
234 an obligation to protect our employees. I will not be voting for this motion to do  
235 nothing. Commissioner Clark continued that it is very disappointing that this  
236 Board doesn't have a spine to do something.

237 Commissioner Dutremble stated that he agrees with Commissioner Clark 100%.  
238 Vote 3-2 (Commissioner Clark and Commissioner Dutremble opposed.)  
239

240 b. Introduce H.R. Director Linda Corliss to seek hiring approval of James Oliver  
241 in the position of Patrol Deputy in the Sheriff's Office with a hire date of  
242 November 29, 2021-

243 Commissioner Sicard motioned to approve the hiring of James Oliver in the  
244 position of Patrol Deputy in the Sheriff's Office with a hire date of November 29,  
245 2021. Commissioner Andrews seconded the motion.

246 Commissioner Ring asked H.R. Director Corliss what the starting rate for Mr.  
247 Oliver will be? H.R. Director Corliss replied, \$26.85 an hour and that it is based  
248 on transferring and years of service. Vote 5-0.

249  
250  
251  
252  
253  
254  
255  
256  
257  
258  
259  
260  
261  
262  
263  
264  
265  
266  
267  
268  
269  
270  
271  
272  
273  
274  
275  
276  
277  
278  
279  
280  
281  
282  
283  
284  
285  
286  
287  
288  
289  
290  
291  
292  
293  
294  
295  
296  
297  
298  
299

- c. Introduce H.R. Director Linda Corliss to seek hiring approval of the following with hire dates of November 22, 2021:
- i. Luke Bibber (Reserve) EMA in the position of Fire Instructor 1-  
Commissioner Sicard approved the hiring of Luke Bibber. Commissioner Andrews seconded the motion. Vote 5-0.
  - ii. Matthew Leach (Reserve) EMA in the position of Fire Instructor 1-  
Commissioner Sicard motioned to approve the hiring of Matthew Leach. Commissioner Andrews seconded the motion. Vote 5-0.
  - iii. Justin Cooper (Reserve) EMA in the position of Fire Instructor II-  
Commissioner Sicard motioned to approve the hiring of Justin Cooper. Commissioner Andrews seconded the motion. Vote 5-0.
  - iv. Derick Ouellette (Reserve) EMA in the position of Fire Instructor II-  
Commissioner Sicard motioned to approve the hiring of Derick Ouellette. Commissioner Andrews seconded the motion. Vote 5-0.
- d. Seek approval of promotion of Gregory Sevigny to Sergeant in the Sheriff's Office with an effective date of November 22, 2021.  
County Manager Zinser explained that the Sheriff has another promotion. There were three sergeant's vacancies. The Commissioners approved the first one. This (request for approval) is round two.  
Commissioner Sicard moved to promote Gregory Sevigny to Sergeant with an effective date of November 22, 2021. Commissioner Andrews seconded the motion.  
Discussion- Commissioner Ring asked if the same process was followed as the motion (for a sergeant promotion) from a month ago? County Manager Zinser replied, yes.  
Commissioner Ring responded that she won't be voting for this not because of the individual, but because of the process followed.  
Vote 4-1 (Commissioner Ring opposed)
- e. Clinical Director Appointment – County Manager Zinser explained to the Commissioner that they did advertise the position in all of our normal channels as well as sending it out to people we have interacted with in the past. He continued that Sanford Housing Authority was the only one to submit a proposal to us. Their proposal is \$110 per hour for a clinical director. These are two of the individuals that helped us design Layman Way. My recommendation is to enter into a contract with SHA for clinical services.  
Commissioner Clark stated that he is willing to support this appointment but, he wants a contract that establishes the parameters of what we are going to do with this.  
County Manager Zinser said he will do so if the Commissioners approve it.  
Commissioner Clark motioned to approve the Clinical Director appointment as recommended by the County Manager and directed the County Manager to enter into discussions with SHA to provide Clinical Director services and come back to the Commissioners with a contract to review and approve.  
DISCUSSION: Commissioner Ring asked how many hours a week would the Clinical Director work? The County Manager replied between 5 and 20 and this is an ARPA expense.  
Commissioner Andrews seconded the motion. Vote 5-0.

300 f. Commissioner appointment to United Way of Southern Maine-  
301 County Manager Zinser explained that this appointment is for a committee that is  
302 part of the United Way; the Emergency Food and Shelter Committee that receives  
303 funding through FEMA for food and shelter. They are looking for a Commissioner  
304 to take part in that Board for this committee.

305 Commissioner Andrews stated that he is willing to do it but the time situation is  
306 crucial. Commissioner Dutremble agreed to be alternate in the event that  
307 Commissioner Andrews is not available.

308 Commissioner Ring motioned to appoint Commissioner Andrews as the lead for  
309 the United Way Food and Shelter Committee with Commissioner Dutremble as the  
310 alternate.

311 Commissioner Andrews seconded the motion. Vote 5-0.  
312

313  
314 **7 OLD BUSINESS**

315 a. Follow up with Fair Tide and any other ARPA discussions, if needed-  
316 County Manager Zinser explained that Emily Flinkstrom from Fair Tide has  
317 returned with additional information. Ms. Flinkstrom addressed the Board and  
318 stated that she can assure all that plenty of households exist that are struggling. A  
319 lot of people are living right on the brink and a lot more people are homeless living  
320 in cars and tents. This has become more of an issue since COVID. Fair Tide acts  
321 as a tool for prevention and diversion. We help people stay in their homes and  
322 their communities. Ms. Flinkstrom informed all that they have a purchase and  
323 sales agreement on a property that they feel is ideal for affordable housing units.  
324 She continued that they have vetted 12-20 sites over the past 2 years. This site has  
325 risen to the top. About a month ago, property came available for Historical Society  
326 in York. Our time line and benchmarks were in our handout (attached as record).  
327 She continued that they have done a lot of digging in the feasibility of this site.  
328 How many units is a question right now. We need to pay for an architect to do a  
329 site plan. We are confident that this will work well and Community Housing of  
330 Maine will be our partner in building these homes, explained Ms. Flinkstrom.  
331 Strong partnerships that we have built throughout the years will also assist us with  
332 our hub. Emily Flinkstrom introduced Footprints Director Megan Shapiro Ross  
333 who explained that the Food Pantry has been open since 1992. She added that they  
334 serve Eliot, Kittery and Kittery Point. They serve 185 households a month and have  
335 3750 households in their data base. Ms. Ross explained that Footprints already  
336 works with Fair Tide constantly. Our Board of Directors voted unanimously to  
337 bring this resource hub to life.

338 Ms. Flinkstrom then introduced Allie Goodwin who is the Chair of the Fair Tide  
339 Board and also a real estate agent. Ms. Goodwin informed the Board that she has  
340 been on Fair Tide's Board for five years. She added that most recently, she was  
341 elected as Chair of the Board. She shared that they have two real estate agents on  
342 their Board and that their treasurer is an investment banker. Another of the Board  
343 members is a council member in the town of Kittery. Another Board member is  
344 also an affordable housing member and sits on the planning board in South  
345 Berwick.

346 Ms. Goodwin added that their Strategic Plan was developed by Emily. We have  
347 achieved our plan in less than 5 years. Our financing contingency relies on ARPA  
348 funds, continued Ms. Goodwin. She explained that one of the contingencies in  
349 the contract is a non-refundable deposit in the amount of \$13,500 that is required

350 for the York deal. That is the urgency in our timeline. Fair Tide would have to pay  
351 this out of pocket, she explained.

352 Commissioner Clark questioned if affordable housing and the resource center can  
353 fit on a 1.9 acre parcel? Emily Flinkstrom responded that the town is in the process  
354 of zoning changes that will increase density. The goal is to create housing to build  
355 those units. She added that another obstacle is the lot is split zoned and that they  
356 have been talking to the planning board to overcome that obstacle. Right now, we  
357 can build 10 or more units based on current zoning, stated Ms. Flinkstrom. She  
358 continued that with the tax credit funding money we hope to get closer to 35 units  
359 on that site with the resource hub. We are looking to expand zoning that has  
360 already been passed. She added that there is public water and sewer on the lot.

361 County Manager Zinser asked about the likelihood for the \$1.4 million to renovate  
362 the building? Emily Flinkstrom replied that she has no problem in doing that.

363 County Manager Greg Zinser asked when would they start? How do we structure a  
364 contract if the Board chooses to do this? The County Manager explained to the  
365 Board that if it doesn't come to fruition, Commissioners, you are on the hook.

366 Commissioner Andrews asked isn't this allowable under ARP funds? The County  
367 Manager responded, initially, yes. We would send all of this information to our  
368 attorney but, the creation of affordable housing is generally allowed.

369 Commissioner Clark asked would the resource hub on its own qualify? County  
370 Manager Zinser stated, yes, he thinks so. If the Board wants to do this, the next  
371 step would be to obligate it. Then we would have to go through our due diligence.

372 We would want a sub recipient agreement which is where we are with the teen  
373 center at this point. Ms. Goodwin commented that is all Community of Housing  
374 of Maine would need. They could then get an architect.

375 Dave Nalchajian, ARPA Financial Project Manager for York County stated that the  
376 only possible issue is the money is being spent upfront. We are giving the money  
377 to buy something. They can't do the project without getting the ARPA money.  
378 There's no guarantee what happens to the money if this dissolves. There has to be  
379 performance.

380 Commissioner Clark suggested support for the resource hub and not get the county  
381 into affordable housing as it can get done within the time constraints. County  
382 Manager Zinser added that maybe we need to broaden it. We can structure  
383 something.

384 Commissioner Clark motioned to allocate but not expend \$750,000 for a resource  
385 hub and have the County Manager work with Fair Tide on this.

386 Commissioner Sicard seconded the motion. Vote 5-0.

387  
388 b. Seek Commissioner approval on PLC and camera bids- County Manager Zinser  
389 explained that the Board expressed some concerns how the system interacts with  
390 our door control program. The Board directed me to get an additional quote  
391 for a new door system. This quote is in the amount of \$555,510.74 and is fully  
392 integrated.

393 The total cost for the door system and cameras is \$1,194,000.38. The money is in  
394 jail reserves, stated the County Manager. He continued that we will be wiping the  
395 money (in reserves) out but we don't have a lot of options.

396 Jail Administrator Major Nathan Thayer informed the Board that the PLC system  
397 is failing. He added that they had the jail inspection today and it was an area of  
398 concern.

399 Commissioner Clark asked Major Thayer if this (purchase of camera and PLC)  
400 answers his problems. Jail Administrator Thayer, replied, 100%

401 Commissioner Sicard suggested that since one of the system reads body  
402 temperatures it might be allowable to use ARPA funds.  
403 County Manager Zinser replied that money was put aside for the camera system  
404 four years ago. But, yes, he continued, the camera system is fundable under  
405 ARPA. It doesn't have the body temperature but it does allow us to monitor and  
406 track all of the individuals. It absolutely would qualify as an ARPA expense,  
407 stated County Manager Zinser. He added that the decision is up to the Board.  
408 Commissioner Dutremble suggested using some ARPA funds then we would have  
409 extra reserves for future needs.  
410 Commissioner Clark motioned to approve the proposal in the amount of  
411 \$1,194.38 with \$446,429.64 (video/camera)a portion coming out of ARPA funds  
412 and the remainder out of reserve funds. Seconded by Commissioner Sicard. Vote 5-  
413 0.  
414 Commissioner Clark asked when will the project begin? Jail Administrator Thayer  
415 replied, very shortly as the company is ready to go. Commissioner Clark asked  
416 how long will it take?  
417 Jail Administrator Major Thayer replied that it should not take any longer  
418 than five months.  
419  
420

- 421 **8 TO CONDUCT AN EXECUTIVE SESSION ON PERSONNEL**  
422 **ISSUES PURSUANT TO 1 M.R.S.A. §405 (6) (A), ACQUISITION OF**  
423 **REAL PROPERTY OR ECONOMIC DEVELOPMENT PURSUANT**  
424 **TO 1 M.R.S.A. § 405 (6) (C), LABOR NEGOTIATIONS PURSUANT**  
425 **TO 1 M.R.S.A. § 405 (6) (D) AND CONSULTATION WITH LEGAL**  
426 **COUNSEL PURSUANT TO 1 M.R.S.A. § 405 (6) (E), REVIEW OF**  
427 **CONFIDENTIAL RECORDS PURSUANT TO 1 M.R.S.A. § 405 (6) (F)**  
428 a. Enter into executive session pursuant to 1 M.R.S.A. §405 (6) (A), personnel  
429 issues.

430 NO EXECUTIVE SESSION OCCURED  
431

432 **9 PUBLIC COMMENT(S) ON ANY ITEM(S)**

433 Janet Drew (via ZOOM) spoke and stated that she hopes that more money will go  
434 towards community functions and more jail things. She continued that what's been  
435 committed is to the same systems we have. Very little money has gone to the  
436 community itself, stated Ms. Drew. It doesn't seem like you are reimagining  
437 communities. Maybe we need this camera system especially since no one seems to  
438 think vaccines are important, commented Ms. Drew. She added that she expected  
439 ARPA money to really help communities although she said that she is hopeful  
440 about the housing project.

441 Sheriff King addressed the Board and stated that these new camera systems  
442 enhance the safety and security of the facility for officers and residents of the jail.  
443 He continued that he was silent when we had the initial conversation about the  
444 vaccination. This is a very difficult decision, continued the Sheriff and he stated  
445 that he would ask that you folks get some legal advice. *"If there is a mandate, I'm*  
446 *wondering do you have the authority to mandate that to an employee? I*  
447 *understand the financial and business reasons. It is very uncomfortable for me to*  
448 *have to tell someone to put something into their bodies. How can this Board make*  
449 *a public official have to get a vaccine? It's a bridge too far for me. I think it is*  
450 *going to raise some legal questions. I am a constitutional officer and there are*

451  
452  
453  
454  
455  
456  
457  
458  
459  
460  
461  
462  
463

*constitutional questions here”, stated Sheriff King. “I applaud the Board for taking a step back.”*

Commissioner Clark asked Sheriff King what parts of the constitution are not

1. being followed to which the Sheriff replied he was not prepared to answer. Commissioner Sicard stated that the Board will have more clarity with constitutional backing and then they can implement the policy that will be backed by the Courts.

Brian Maddox thanked the Commissioners for approving the cameras and the PLCS as this is very important for everyone’s safety.

**10 ADJOURN**

Commissioner Clark motioned to adjourn. Commissioner Sicard seconded the motion. Vote 5-0. Meeting adjourned at 6:23 p.m.

DRAFT

**DEPUTY DISTRICT ATTORNEY  
JUSTINA A. MCGETTIGAN**

**VICTIM/WITNESS ADVOCATES:  
PAMELA A. ROBERTS, Director  
DOREEN STAPLES  
CHRISTINE M. BEAN  
RACHEL V. SHERMAN  
JENNIFER JONES**



**KATHRYN LOFTUS SLATTERY  
DISTRICT ATTORNEY  
YORK COUNTY COURTHOUSE  
45 KENNEBUNK ROAD  
ALFRED, MAINE 04002  
TEL: (207) 324-8001  
FAX: (207) 490-6990**

**ASSISTANT DISTRICT ATTORNEYS  
TANYA PIERSON  
LINDA HOLDSWORTH DONOVAN  
JOHN W. CONNELLY  
THADDEUS W. WEST  
SHIRA S. BURNS  
LAUREN DALEY  
ANNE MARIE PAZAR  
SHIELA E. NEVELLS  
ANDREW E. BERGGREN  
MARK E. SQUIRES  
KRISTEN R. DORION  
MATTHEW J. RICHWALDER  
LAURENCE D. ADAMS  
TAYLOR N. SAMPSON  
STEPHANIE D. KNIGHT**

November 9, 2021

Sheriff William L. King, Jr.  
York County Sheriff's Department  
One Layman Way  
Alfred, ME 04002

RE: State of Maine vs. CLIFTON COUSINS  
York County Unified Criminal Court Doc. No. CR-18-972  
**Criminal Forfeiture  
Required Vote of County - Approval of Transfer of Forfeiture Assets**

Dear Sheriff King:

Enclosed please find a County of York Approval form for submission to the County Commissioners.

Please inform the Commissioners that:

A. 15 M.R.S.A. §5824(3) requires that, before any forfeitable item may be transferred to a State Agency, County or Municipality, the governmental legislature body of that entity must publicly vote to accept the item(s) **if subsequently ordered forfeited by the Court;**

B. Under Rules issued by the Department of the Attorney General, a public vote must be made on each forfeiture "approval" and a "continuing resolution" of approval cannot be accepted;

C. As with all forfeitures, an approval of a transfer by the governmental legislative body does not guarantee either that the Defendant(s) *In Rem* will in fact be forfeited or, if forfeited, that the Court will order the item(s) transferred to the approving Department, Agency, County or Municipality. The governing body's approval only signifies that, if the Defendant(s) *In Rem* are in fact ordered forfeited and, if the District Attorney and the



Court agree to a transfer of all or part of the Defendant(s) *In Rem* to a Department, Agency, County or Municipality based upon the “*substantial contribution*” of that Department, Agency, County or Municipality, then that entity is in fact willing to accept the Defendant(s) *In Rem* or portions thereof. In order to streamline what is otherwise a cumbersome forfeiture process, it is our practice to seek State, County or Municipal approval in anticipation of the final order of forfeiture. However, final forfeiture is not guaranteed and both the governmental legislative body and the law enforcement agency involved are **cautioned** that they **should not encumber** funds or property until a Final Order granting them lawful title to the property is delivered to them;

D. Under the provisions of the Forfeiture Statute, if the governmental legislative body fails to approve a transfer in a timely manner, any forfeited items shall be transferred to the State of Maine General Fund.

Assuming your governmental legislative body does grant its approval, kindly see to it that the accompanying form is signed by the appropriate person and is embossed with the seal of the governmental body. Then, please return the **original** to me for filing, and retain a copy for your records.

My sincere thanks for your attention to this matter. Should you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script, appearing to read "Justina A. McGettigan".

Justina A. McGettigan  
Deputy District Attorney

Enclosure

STATE OF MAINE  
York, ss

UNIFIED CRIMINAL COURT  
Docket No. CR-18-972

State of Maine	}	
	}	County of York
v.	}	Approval of Transfer
	}	15 M.R.S.A. §5824(3) & §5822(4)(A)
Clifton W. Cousins	}	
Defendant;	}	
	}	
And	}	
	}	
\$3,306.00 U.S. Currency	}	
Defendant(s) <i>in Rem</i>	}	

NOW COMES the County of York, Alfred, Maine, by and through its governmental legislative body, the York County Board of Commissioners, and does hereby grant approval pursuant to 15 M.R.S.A. § 5824(3) & §5826(6) to the transfer of the above captioned Defendant(s) *in Rem*, or any portion thereof, on the grounds that the York County Sheriff's Department did make a substantial contribution to the investigation of this or a related criminal case.

WHEREFORE, the York County Board of Commissioners does hereby approve of the transfer of the Defendant(s) *In Rem*, or any portion thereof, pursuant to 15 M.R.S.A. § 5824(3) & §5826(6) by vote of the Commissioners on or about

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

\_\_\_\_\_  
Chairperson / Selectman  
York County Board of Commissioners  
(Impress municipal legislative body seal here)



*Robert L. Andrews*  
*District 1*

*Richard R. Dutremble*  
*Chairperson*  
*District 2*

*Allen R. Sicard*  
*Vice-Chairperson*  
*District 3*

*Donna L. Ring*  
*District 4*

*Richard Clark*  
*District 5*

**COUNTY COMMISSIONERS**  
**COUNTY OF YORK**

45 Kennebunk Road  
Alfred, Maine 04002

(207) 459-2313  
Fax (207) 324-9494

[www.yorkcountymaine.gov](http://www.yorkcountymaine.gov)

*Gregory T. Zinser*  
*County Manager*

*Kathryn A. Dumont*  
*Assistant to the Manager*

*Linda M. Corliss*  
*Deputy County Manager*  
*Human Resource Director*

November 23, 2021

**TO:** Greg Zinser  
County Manager

**FROM:** Linda M. Corliss on behalf of Rick deRochemont  
H.R. Director and Deputy County Manager

**RE:** Hiring of (Full-Time) Maintenance Technician I

I would like to make a formal request for approval to fill the Full-Time Maintenance Technician position within the Facilities Department. This position is already funded within the budget.

The position was posted internally within the County with no applicants. It was then posted several times externally, qualified candidates were interviewed, and a final candidate was selected.

A new hire packet is available for the Commissioners review on **Jocelyne Pouliot**. I am looking for approval from the Commissioners for a Monday, **December 13, 2021**, hire date.

If you have any questions, please let me know.



Scarborough, ME (207) 883-1473 | Pittsfield, ME (207) 487-3706 | Auburn, NH (603) 626-4884

# PROJECT AGREEMENT

<b>Date:</b>	Tuesday, November 16, 2021
<b>Proposal #:</b>	YCRC1116
<b>AAA Rep:</b>	Dick Dyer

<b>Customer:</b>
York County 149 Jordan Springs Road Alfred, Maine 04002

<b>Location:</b>
Recovery Center Layman Way Alfred, Maine

**AAA Energy Service will provide the following to Customer:**

Provide and install 8 trane rooftop units. Six 5 ton capacity and two 3 ton capacity. Remove of and properly dispose of the current units. New units will be installed complete with MERV-13 air filters, Iwave-C air purifiers and have economizers with adjustable quantity outside air capability. They will be installed on the current roof openings with curb adapters. New electrical service disconnect and thermostats will be installed with the new units Pricing includes all crane, rigging and transportation costs.

Removed units will be recovered and disposed of according to EPA guidelines

Price for the above project shall be \$83,909.00

As a condition of performance, payments are to be made on a progress basis. Invoice payment must be made within ten (10) days of receipt. Any alteration or deviation from the above proposal involving extra cost of material or labor will become an extra charge over the sum stated above. This proposal will become a binding Agreement only after acceptance by Customer and approval by an officer of AAA Energy Service as evidenced by their signatures below.

**AAA Energy Service**

*Dick Dyer*

Signature
Dick Dyer
Name (Print/Type)
General Manager
Title
11/16/2021
Date

**Customer**

Signature (Authorizer Representative)
Name (Print/Type)
Title
Date

## MANAGEMENT AGREEMENT

This Management Agreement (the "Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2021 by and between York County and Sanford Housing Authority, an entity which is organized under the laws of the State of Maine with a principal place of business at Sanford, Maine .

### RECITALS

WHEREAS, York County is seeking an entity to oversee and direct the ongoing provision of mental health, behavioral health and substance use disorder treatment including M.A.R. in the York County Jail as well as programs that are operated outside the Jail, all of which services are currently provided by third party contractors; and

WHEREAS, in addition to the current programming, York County Government is contemplating additional investments in behavioral health and substance use disorder treatment, that may include an enlarged treatment center that can be opened to the larger community, a detoxification center with adequate beds and staffing and further investments in behavioral health to include such concepts as crisis response teams, and needs outside expertise to advise and guide it in the County's decision making in that regard and oversee and direct the structuring and delivery of any such programs and services; and

WHEREAS, Sanford Housing Authority has represented that it possesses the specialized knowledge, skill, expertise and capacity to provide those services to York County; and

WHEREAS, York County desires to retain Sanford Housing Authority for the provision of these services;

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

#### **Section 1. Scope of Services.**

Sanford Housing Authority will review the current programming in conjunction with new opportunities, as described above or, as they present themselves with an eye towards restructuring, if needed, development of new and innovative programming responsive to all the previous categories mentioned, including the potential to add a billing component in conjunction with current funding levels. The goal is to look at all programs, current and future, and help develop a model program that is responsive, flexible and cost-effective. The specific tasks to be performed include the following:

Full assessment of current programming at Layman Way Recovery Center and York County Jail of all interventions, treatments, or other offerings to get a broad understanding of current status, this will include walk-throughs of residential facilities, and interviewing various staff

Evaluation of current Behavioral Health contracts for best practices, and standards of care, according to guidelines and licensing regulations  
Budgetary examination to evaluate cost of treatment and services, including recommended ways to save money

Spot checking currently provided services via job shadowing and interviewing various staff in all County funded behavioral health services in order to effectively evaluate services being provided

Review of delivery of service, how many being served, are we at capacity, can we do more

Future focused on new offerings, in line with new recommendations from Federal, State and local sources

Provide linkage between the various providers working with the County, to ensure those transitioning from one place to another get continuation of care and services.

Available to the County Manager and County Commissioners as consultants for various discussions regarding behavioral health offerings through the County

Periodic review of available grants that may supplement County funding and reduce the financial burden to some degree. Recommendations for various grant applications can be made

Review licensure standards and regulations with appropriate staff, as needed, to ensure compliance

Provide consultation to appropriate parties in becoming insurance reimbursable

## **Section 2. Consideration.**

York County agrees to compensate Sanford Housing Authority for the services described herein at the rate of \$110.00 per hour for each hour of the services provided within 30 days of the County's approval of any invoice submitted by Sanford Housing Authority. It is understood and agreed that Sanford Housing Authority may assign one or more of its employees to perform services under this Agreement, but if Sanford Housing Authority opts to assign one or more employees to work on the same task or issue, York County will only be responsible for the payment of the hourly rate described above in connection with the services of one individual. The purpose of this provision is to

eliminate “double billing” for the same services. This limitation does not apply to work performed by individuals on separate and distinct tasks or services.

**Section 3. Term.**

The term of this Agreement is indefinite in nature, but this term may be modified based on the mutual written agreement of the parties.

**Section 4. Termination.**

This Agreement may be terminated by either party for any reason at any time, upon 30 days advance written notice to the other party. Upon the 30<sup>th</sup> day specified in the notice, this Agreement shall expire and terminate.

**Section 5. Compliance.**

Sanford Housing Authority shall perform its duties and obligations under this Agreement in material compliance with all applicable statutes, regulations, rules and directives of federal, state and other governmental regulatory bodies having jurisdiction over the services provided, any applicable standards of any applicable accreditation entities, Medicare and/or Mainecare requirements, and in accordance with reasonable methods and practices relating to the provisions of these services.

**Section 6. Independent Contractor.**

The parties acknowledge and agree that Sanford Housing Authority, pursuant to this Agreement, shall be acting as an independent contractor, and that no act or omission of any act by either party shall be construed to make the other party a principal, agent, employee or associate of such party. York County may make reasonable requests to Sanford Housing Authority to ensure that services are provided as required by this Agreement, but it shall not have or exercise supervision or control of Sanford Housing Authority personnel. Any employees of Sanford Housing Authority assigned to render services pursuant to this Agreement shall be regarded for all legal and tax purposes as an employee of Sanford Housing Authority, which shall be solely responsible for the compensation and benefits of such employees. Sanford Housing Authority shall discharge all obligations imposed upon employers under applicable law, including the payment of social security taxes, withholding taxes, unemployment taxes and worker's compensation.

**Section 7. No Referrals.**

York County and Sanford Housing Authority acknowledge that the consideration to be paid York County for the services to be provided under this Agreement constitutes fair market value and that this Agreement has been reached after arm's-length negotiation and is not intended as an inducement to, and does not in any way require either party, or any employee or affiliate of either party, to make referrals to the other party, or any employee or affiliate of either party, for any health care services. York County and

Sanford Housing Authority acknowledge that the choice of services and the choice of service provider in connection with any inmates/patients must be and will be made only with regard to the best interests of each patient.

**Section 8. Patient Records.**

Personnel assigned by Sanford Housing Authority to provide services under this Agreement shall have access to the medical records of inmates/patients as necessary to perform the services. Sanford Housing Authority personnel shall not, however, disclose such medical records and information contained therein to third parties without the prior approval of York County or the patient, as required, unless otherwise required or permitted by law. Sanford Housing Authority will also sign the "Business Associate Agreement" consistent with the requirements under the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder at 45 C.F.R. Parts 160 and 164, as may be amended from time to time ("HIPAA"), a copy of which is attached at Appendix A.

**Section 9. Insurance and Indemnification.**

During the term of this Agreement, Sanford Housing Authority shall maintain comprehensive general liability insurance and professional liability insurance insuring its personnel for services provided under this Agreement in a form reasonably satisfactory to York County in the minimum amount of \$1 million per occurrence and \$2 million annual aggregate (including excess or umbrella coverage).

Sanford Housing Authority agrees to indemnify, defend and save harmless York County, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this Agreement by Sanford Housing Authority, its employees, agents, or subcontractors. Claims to which this indemnification applies include, without limitation, the following: claims suffered or incurred by any person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "person") providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Agreement; and all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from York County's negligence or unlawful act.

**Section 10. Access to Records.**

For at least four (4) years after the expiration or termination of this Agreement, each party shall, upon request, make the following documents available to the Secretary of Health and Human Services, the Comptroller General or the duly authorized representative of either: a copy of this Agreement, all books, documents, and records necessary to certify the



nature and extent of the costs incurred in connection with this Agreement and such other documents as may be requested pursuant to 42 U.S.C. §1395(x) (v) (1) (I) as amended.

**Section 11. Miscellaneous.**

11.1. Any notice, consent or other communications required or permitted under this Agreement shall be deemed to have been validly given if in writing and delivered by hand, or mailed by certified United States Mail, return receipt requested, postage prepaid and properly addressed, to the respective party at the following addresses:

Greg Zinser  
York County Manager  
York County  
145 Jordan Springs Rd.  
Alfred, ME

Diane Gerry  
Executive Director  
Sanford Housing Authority  
17 School Street  
P.O. Box 1008  
Sanford, ME 04073

or such other address as shall be furnished in writing by any party to the other party. All such notices shall be deemed given on the date of receipt, as evidenced by return receipt or courier record.

11.2. The provisions of this Agreement shall be severable and if any provisions shall be invalid or void or unenforceable in whole or in part for any reason, the remaining provisions shall remain in full force and effect.

11.3. This instrument contains the entire agreement of the parties and supersedes any and all prior agreements between the parties, written or oral, with respect to the transactions contemplated hereby. It may not be changed or terminated orally, but may only be changed by an agreement in writing signed by the party or parties against whom enforcement of any waiver, change, modification, extension, discharge or termination is sought.

11.4. This Agreement shall be binding on and shall inure to the benefit of the parties, and their respective successors and assigns, and no other person shall have any right under or by virtue of this Agreement. Neither party shall sell, assign or otherwise transfer its rights or obligations under or interest in this Agreement without the prior written consent of the other party.

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

York County:

Sanford Housing Authority:

---

Greg Zinser  
York County Manager  
York County  
145 Jordan Springs Rd.  
Alfred, ME

---

Diane Gerry  
Executive Director  
Sanford Housing Authority  
17 School Street  
P.O. Box 1008  
Sanford, ME 04073

**APPENDIX A  
BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement ("Agreement") is made and entered into effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021 (the "Effective Date"), by and between York County ("Covered Entity") and Sanford Housing Authority with a principal business address in Sanford, Maine ("Business Associate").

**RECITALS**

**WHEREAS**, the parties have entered into a business relationship whether by contract, commercial course of dealing, or otherwise, whereby Business Associate provides services to Covered Entity and Business Associate receives, has access to, creates, maintains, or transmits Protected Health Information (as defined below) in order to provide those services; and

**WHEREAS**, York County is a "covered entity" as defined by the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder at 45 C.F.R. Parts 160 and 164, as may be amended from time to time ("HIPAA");

**WHEREAS**, Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate in compliance with HIPAA, the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), and regulations promulgated thereunder, as may be amended from time to time (collectively, the "Privacy and Security Regulations"), and other applicable laws; and

**WHEREAS**, in accordance with the Privacy and Security Regulations, Covered Entity and Business Associate are required to enter into a contract containing specific requirements as set forth in the Privacy and Security Regulations;

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

**1. DEFINITIONS.**

Capitalized terms used but not otherwise defined in this Agreement shall have the meaning given to those terms in the Privacy and Security Regulations. The following terms, as used in this Agreement, are defined as follows:

1.1. "*Breach*" means the unauthorized acquisition, access, use, or disclosure of PHI not permitted by the Privacy and Security Regulations and which compromises the security or privacy of the PHI.

1.2. "*Designated Record Set*" means a group of records maintained by or for a covered entity that is: (i) the medical records and billing records about individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and

case or medical management record systems maintained by or for a health plan; or (iii) Used (defined below), in whole or in part, by or for the covered entity to make decisions about individuals. For purposes of this definition, the term "record" means any item, collection, or grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for a covered entity (as defined in the Privacy and Security Regulations).

1.3. “*Disclose*” and “*Disclosure*” mean, with respect to PHI, the release, transfer, provision of access to, or divulging in any other manner of PHI outside Business Associate's internal operations.

1.4. “*Electronic PHF*” means PHI” that is transmitted by Electronic Media or is maintained in Electronic Media. Examples of Electronic PHI include PHI that is electronically transmitted and maintained on devices such as cell phones, PDAs, text pagers, and USB static discs.

1.5. “*PHF*” or “*Protected Health Information*” means protected health information, as defined in the Privacy and Security Regulations, and shall include but not be limited to any information in any form or medium, including demographic information collected from an individual, that (i) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); (ii) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (iii) is received by Business Associate from or on behalf of Covered Entity, is created, maintained or transmitted by Business Associate, or is made accessible to Business Associate by Covered Entity. PHI includes, without limitation, Electronic PHI.

1.6. “*Privacy Rule*” means 45 C.F.R. Part 164.

1.7. “*Secretary*” means the Secretary of the U. S. Department of Health and Human Services or his or her designee.

1.8. “*Services*” means those activities, functions, or services that Business Associate provides for or on behalf of Covered Entity.

1.9. “*Subcontractor*” means a person to whom a business associate (as defined in the Privacy and Security Regulations) delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

1.10. “*Unsecured PHF*” means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in guidance issued under Section 13402(h)(2) the HITECH Act.

1.11. “*Use*” and “*Uses*” mean, with respect to PHI, the sharing, employment, application, utilization, examination, or analysis of such PHI within the internal operations of the entity

that maintains such PHI.

## 2. **ASSURANCES BY BUSINESS ASSOCIATE REGARDING PHI.**

Business Associate warrants that it shall comply with relevant portions of the Privacy and Security Regulations as those regulations apply to business associates and business associate Subcontractors. More specifically, and insofar as Business Associate has access to, has been provided with, maintains, transmits, or will be creating PHI regarding Covered Entity's patients, Business Associate warrants and agrees as follows:

2.1. ***Permitted Uses and Disclosures of PHI.*** Business Associate shall Use and Disclose PHI in the minimum amount necessary to perform the Services for or on behalf of Covered Entity, provided that such Use or Disclosure would not violate the Privacy and Security Regulations if done by Covered Entity. Further, Business Associate:

2.1.1. shall Disclose PHI to Covered Entity upon request; or

2.1.2. may Use or Disclose PHI as required by law;

2.1.3. may Use PHI as necessary for the proper management and administration of its business or to carry out its legal responsibilities;

2.1.4. may Disclose PHI as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided that:

2.1.4.1. the Disclosure is required by law, or

2.1.4.2. Business Associate obtains reasonable assurance from the person to whom the PHI is Disclosed that the PHI will be held confidentially and Used or further Disclosed only as required by law or for the purpose for which it was Disclosed to the person, and the person agrees to notify Business Associate of any instances of which the person is aware in which the confidentiality of the PHI has been breached.

Business Associate shall not Use or Disclose PHI for any other purpose.

2.2. ***Prohibition on the Sale of PHI.*** Except as otherwise permitted by the Privacy and Security Regulations, Business Associate shall not directly or indirectly receive remuneration in exchange for any of Covered Entity's PHI unless Covered Entity or Business Associate first obtains a valid, signed authorization from the individual whose PHI is at issue and such authorization specifies whether the PHI can be further exchanged for remuneration by the entity receiving the PHI.

2.3. ***Adequate Safeguards for PHI.***

2.3.1. Business Associate shall implement and maintain appropriate safeguards, which comply with the Privacy and Security Regulations, to prevent the Use or Disclosure of PHI in any manner other than as permitted by this Agreement.

2.3.2. Business Associate shall implement administrative, physical, and technical safeguards set forth in the Privacy and Security Regulations that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity.

2.3.3. Business Associate shall maintain policies and procedures, conduct ongoing risk assessment and risk management of its security program, identify a security official, and train and discipline its work force in compliance with the relevant portions of the Privacy and Security Regulations. Business Associate agrees to make its policies and procedures, risk assessments, and training and education documents available to Covered Entity upon Covered Entity's request.

2.4. ***Responsibility for Delegated Actions.*** To the extent that Covered Entity delegates any of its obligations under Subpart E of the Privacy Rule to Business Associate, then Business Associate shall, in the performance of such obligation(s), comply with the requirements of such Subpart E that apply to Covered Entity.

2.5. ***Availability of Internal Practices, Books and Records to Government Agencies.*** Business Associate shall make its internal practices, policies and procedures, books, and records relating to the security, Use and Disclosure of PHI available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.6. ***Access to PHI.***

2.6.1. Business Associate shall, at the request and direction of Covered Entity, make PHI maintained by Business Associate in a Designated Record Set available to Covered Entity, or, as directed by Covered Entity, to the individual identified as being entitled to access and copy such PHI, within five (5) business days of receipt of such a request from Covered Entity.

2.6.2. If Business Associate uses or maintains Electronic PHI, Business Associate must provide access to such PHI in an electronic format, if so requested by Covered Entity or the applicable individual, if the PHI is readily producible in such form or format; or if not, in a readable copy form or such other form and format as agreed by the individual, Covered Entity, and Business Associate.

2.7. ***Amendment of PHI.*** Business Associate shall, within five (5) business days of a request from Covered Entity, make PHI maintained by Business Associate in a Designated Record Set available to Covered Entity for the purpose of amendment and, as directed by Covered Entity, shall incorporate such amendments into such PHI within the time and in such a manner as specified by Covered Entity.

2.8. ***Accounting of Disclosures.*** Within five (5) business days of Covered Entity's

request, Business Associate shall make available to Covered Entity the information necessary for Covered Entity to provide an individual with an accounting of each Disclosure of PHI made by Business Associate or its employees, agents, representatives, or Subcontractors.

2.8.1. Business Associate shall implement a process that allows for an accounting to be collected and maintained for any Disclosure of PHI for which Covered Entity is required to maintain such information. Business Associate shall include in the accounting: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the PHI; (c) a brief description of the PHI disclosed; and (d) a brief statement of the purpose of the Disclosure or a copy of the written request for the Disclosure. For each Disclosure that requires an accounting under this Section, Business Associate shall document the information specified in (a) through (d) above and shall securely retain this documentation for six (6) years from the date of the Disclosure.

2.8.2. For repetitive Disclosures of Covered Entity's PHI that Business Associate makes for a single purpose to the same person or entity, the Disclosure information that Business Associate must record is either the Disclosure information specified above for each accountable Disclosure, or (a) the Disclosure information specified above for the first of the repetitive accountable Disclosures; (b) the frequency, periodicity, or number of the repetitive accountable Disclosures; and (c) the date of the last of the repetitive accountable Disclosures.

2.8.3. If any individual directly requests that Business Associate, its agents or Subcontractors provide an accounting of Disclosures of PHI, Business Associate shall notify Covered Entity within five (5) business days of such request.

2.9. ***Reporting Breaches, Unauthorized Use or Disclosure of PHI and Security Incidents.***

2.9.1. Business Associate shall report to Covered Entity:

2.9.1.1. A Breach of PHI;

2.9.1.2. Each access, acquisition, Use, or Disclosure of PHI that is made by Business Associate, its employees, representatives, agents, or Subcontractors that is not specifically permitted by this Agreement; and

2.9.1.3. Any Security Incident of which it becomes aware. A "Security Incident" means the attempted or successful unauthorized access, acquisition, Use, Disclosure, modification, or destruction of information, or interference with the system operation of an information system.

2.9.2. Business Associate's Notice to Covered Entity

2.9.2.1. Business Associate shall notify Covered Entity's Compliance Officer of the events listed in Section 2.9.1 above by telephone call without unreasonable delay but in any event no later than three (3) business days after the date that (a) Business Associate

knows of such Breach, Unauthorized Use or Disclosure, or Security Incident, or (b) by exercising reasonable diligence, Business Associate would have known of such Breach, Unauthorized Use or Disclosure, or Security Incident. Business Associate shall notify Covered Entity of all Breaches, even if Business Associate determines there is a low probability that the PHI has been compromised based on its risk assessment.

2.9.2.2. Business Associate shall provide a full written report to Covered Entity's Compliance Officer within five (5) business days of verbal notice. Business Associate shall include the following in the written report:

- (a) Description of the nature of the Breach, including a description of what occurred, the date of any Breach and the date of the discovery thereof, and whether the PHI was actually acquired or reviewed;
- (b) Identification of Covered Entity's PHI that was subject to the non-permitted Use or Disclosure or Breach, including name, demographic information, social security number, and other information involved, including types of identifiers and likelihood of re-identification
- (c) Identification of who made the non-permitted Use or Disclosure and who received the non-permitted Use or Disclosure;
- (d) Description of what corrective action the Business Associate took or will take to prevent further non-permitted Uses or Disclosures, to mitigate harmful effects, and to protect against any further Breaches;
- (e) Identification of what steps the individuals who are the subject of a Breach should take to protect themselves; and
- (f) Such other information as Covered Entity may reasonably request.

### 3. NOTICES.

Any notice required under this Agreement to be given to a party shall be made to:

If to Covered Entity:  
Greg Zinser  
York County Manager  
York County  
145 Jordan Springs Rd.  
Alfred, ME

If to Business Associate:  
Diane Gerry  
Executive Director  
Sanford Housing Authority  
17 School Street  
P.O. Box 1008  
Sanford, ME 04073

### 4. MITIGATION AND COOPERATION.

Business Associate shall use commercially reasonable efforts to mitigate, at Business Associate's



sole cost and expense, any harmful effect that is known to it for the Breach or Use or Disclosure of PHI in violation of this Agreement.

Covered Entity shall be solely responsible, based upon the facts of the Breach (as disclosed to Covered Entity by Business Associate), to conduct a risk assessment to determine whether PHI has been compromised and notification to individuals is required. Business Associate shall cooperate with Covered Entity in the notification of individuals as required and in the manner as set forth in the Privacy and Security Regulations. Business Associate shall not provide any notification directly to individuals regarding a Breach of PHI without Covered Entity's prior written consent, unless otherwise required by the Privacy and Security Regulations.

## **5. REMEDIES IN EVENT OF BREACH OF PHI.**

5.1. Business Associate acknowledges and agrees that Business Associate's failure to comply with this Agreement in any respect could cause irreparable harm to Covered Entity, its patients and employees for which there may be no adequate legal remedy. Business Associate therefor agrees that, in the event of a Breach or threatened Breach of PHI, Covered Entity shall be entitled to specific performance or injunctive or other equitable relief to prevent Business Associate from commencing or continuing any action in violation of this Agreement, and Business Associate further agrees to waive any requirement for the securing or posting of any bond in connection therewith.

5.2. In the event of a Breach of PHI caused by Business Associate, the costs related to notifying the affected individuals shall be borne by Business Associate. Such costs, if appropriate and reasonable under the circumstances, may include the actual cost of notification, setting-up and managing a toll-free number, and credit monitoring.

5.3. Each party shall indemnify, defend, and hold harmless the other party, its directors, officers, employees, and agents from and against any and all claims, demands, liabilities, judgments, losses, damages, penalties, fines, costs, fees, expenses, and reasonable attorney's fees (collectively, the "Losses") that are attributable or allegedly attributable to the acts or omissions of the indemnifying party or indemnifying party's material breach of this Agreement.

## **6. COVERED ENTITY OBLIGATIONS.**

Covered Entity shall notify Business Associate of:

6.1. Any limitations in Covered Entity's notice of privacy practices to the extent that such limitation may affect Business Associate's Use or Disclosure of PHI;

6.2. Any changes in, or revocation of, permission by the individual to Use or Disclose PHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; and

6.3. Any restriction to the Use or Disclosure of PHI that Covered Entity has agreed to

provide to the individual, to the extent that such restriction may affect the Business Associate's Use or Disclosure of PHI.

**7. TERM AND TERMINATION.**

The term of this Agreement shall be the same as the term of the underlying services agreement. In addition to and notwithstanding the termination provisions set forth in the underlying services agreement, both this Agreement and the underlying services agreement may be terminated by Covered Entity immediately and without penalty upon written notice by Covered Entity to Business Associate if Covered Entity determines, in its sole discretion, that Business Associate has violated any material term of this Agreement. The terms and conditions under this Agreement shall survive the expiration or termination of the underlying services agreement.

**8. DISPOSITION OF PHI UPON TERMINATION OR EXPIRATION.**

Upon termination or expiration of this Agreement, Business Associate shall either return or destroy, in Covered Entity's sole discretion and in accordance with any instructions by Covered Entity, all PHI in the possession or control of Business Associate or its agents and Subcontractors. However, if either return or destruction of PHI is not feasible, Business Associate may retain PHI provided that Business Associate (a) continues to comply with the provisions of this Agreement for as long as it retains PHI, and (b) limits further Uses and Disclosures of PHI to those purposes that make the return or destruction of PHI infeasible.

**9. OWNERSHIP OF PHI.**

PHI and any related information created for or received from Covered Entity is, and will remain, the property of Covered Entity. Business Associate agrees that it acquires no ownership rights to or title in any PHI.

**10. DOCUMENT RETENTION.**

Business Associate shall maintain all documentation required by the Privacy and Security Regulations for a period of six (6) years.

**11. CONFLICT.**

In the event there is a conflict between the language of this Agreement and the underlying services agreement between the parties (if any), the terms and conditions of this Agreement shall control.

**12. NO THIRD-PARTY BENEFICIARIES.**

There are no third-party beneficiaries to this Agreement,

**13. INDEPENDENT CONTRACTOR.**

Covered Entity and Business Associate expressly acknowledge and agree that Business Associate

is an independent contractor and shall not for any purpose be deemed to be an agent, employee, servant or partner of Covered Entity.

**14. USE OF SUBCONTRACTORS AND AGENTS.**

Business Associate shall ensure that: (i) all of its Subcontractors and agents shall implement reasonable and appropriate safeguards to protect Covered Entity's PHI; (ii) any Subcontractors and agents that create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to the same restrictions, conditions and requirements that apply through this Agreement to Business Associate with respect to such information; and (iii) any such Subcontractor or agent agrees to implement reasonable and appropriate safeguards to protect Covered Entity's Electronic PHI.

**15. INTERPRETATION.**

Any ambiguity in this Agreement shall be resolved to permit the parties to comply with the Privacy and Security Regulations.

**16. ENFORCEMENT.**

Business Associate acknowledges that, in the event it, or its Subcontractors, violates any applicable provision of the Privacy and Security Regulations or any term of this Agreement that would constitute a violation of the Privacy and Security Regulations, Business Associate will be subject to and will be directly liable for any and all civil and criminal penalties that may result from Business Associate or its Subcontractors' violation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the Effective Date.

Covered Entity/York County:

Business Associate/Sanford Housing Authority:

\_\_\_\_\_  
Greg Zinser  
York County Manager  
York County  
145 Jordan Springs Rd.  
Alfred, ME

\_\_\_\_\_  
Diane Gerry  
Executive Director  
Sanford Housing Authority  
17 School Street  
P.O. Box 1008  
Sanford, ME 04073

**YORK COUNTY GOVERNMENT MAINE**  
**FEDERAL GRANTS - ARPA 2021**  
 Budget Basis - Fiscal Year 2022

Project Identifier	FY2022 Appropriation	Allocation From Global	Inter-Project Transfers	Other Transfers	REVISED BUDGET	AS OF 11/17/2021 Expenditures	Encumbrances	Fund Balance	% Exp
<b>300</b>	<b>Sources (REVENUES) On-Deposit</b>								
	US TREASURY DISBURSEMENT								
	Bank Interest	20,165,915.00							
	<b>TOTAL ARPA 2021 Sources REVENUE On-Deposit</b>	<b>20,165,915.00</b>							
<b>301</b>	<b>Uses (APPROPRIATION OF REVENUES)</b>								
	NCEU PREMIUM PAY								
	Salary/Wage	2,755,240.00			2,755,240.00	194,151.93		2,525,469.44	8.34%
	Benefits	-			-	35,618.63			
<b>302</b>	<b>MOBILE VACCINE VEHICLE</b>								
	Expenses	38,000.00			38,000.00	33,985.00		4,015.00	89.43%
<b>303</b>	<b>ARPA FINANCIAL PROJECT MANAGER</b>								
	Salary/Wage	255,000.00			255,000.00	19,384.68		231,250.10	7.60%
	Benefits	-			-	4,365.22			
<b>304</b>	<b>DEEDS PPE SAFETY ROOM OUTFIT</b>								
	Expenses	12,000.00			12,000.00	12,049.00		(49.00)	100.41%
<b>305</b>	<b>ENGINEERING AND DESIGN GLOBAL</b>								
	ENGINEERING AND DESIGN (08/04/21) Unallocated	500,000.00	(24,760.00)		475,240.00	450.00		Unallocated	
	SUPPLEMENTAL (10/06/21) Unallocated	400,000.00	(7,500.00)		392,500.00			867,290.00	
	<b>ENGINEERING AND DESIGN Allocated</b>							Allocated	
	COUNTY FACILITIES HVAC STUDY		24,760.00		24,760.00	780.00		23,980.00	3.15%
	Expenses	-			-				
	WETLANDS DELINEATION SERVICES		7,500.00		7,500.00	7,500.00		-	100.00%
	Expenses	-			-				
<b>306</b>	<b>MY TEEN PLACE CENTER</b>								
	Expenses	1,500,000.00			1,500,000.00			1,500,000.00	0.00%
<b>307</b>	<b>GOVERNMENT BUILDINGS RENOVATION, G&amp;H BLOCK</b>								
	Expenses	770,024.00			770,024.00			770,024.00	0.00%
<b>308</b>	<b>BODY SCANNER FOR JAIL</b>								
	Expenses	159,000.00			159,000.00	159,000.00		-	100.00%
<b>309</b>	<b>COMMUNICATION UPGRADES - DISPATCH TERMINALS</b>								
	Expenses	524,728.02			524,728.02			524,728.02	0.00%
<b>311</b>	<b>VIDEO SURVEILLANCE SYSTEM</b>								
	Expenses	446,429.64			446,429.64			446,429.64	0.00%
<b>312</b>	<b>FAIRTIDE AND FOOTPRINTS WELLNESS SERVICES RESOURCE HUB</b>								
	Expenses	750,000.00			750,000.00			750,000.00	0.00%
	<b>TOTAL ARPA 2021 Uses (APPROPRIATIONS)</b>	<b>8,110,421.66</b>			<b>8,110,421.66</b>	<b>467,284.46</b>		<b>7,643,137.20</b>	<b>5.76%</b>

**Net Sources less Uses - On Deposit**  
 ARPA 2021 FUNDS UNDESIGNATED 12,055,493.34

**Awarded - Not Yet Received**  
 Accounts Receivable - Due from US Treasury 20,165,915.00

① The total amount of funds awarded to York County is \$40,331,830, release of second disbursement is expected in early Calendar 2022.

**AMERICAN RECUE PLAN WORKSHOP INFORMATION**  
**MEMO: JULY 30, 2021 From COUNTY MANAGER to YORK COUNTY COMMISSIONERS**  
**Recorded action of County Commissioners through 11/17/2021**

PHASE	BUDGET PROJECT	REQUESTED	ADJUST	REVISED	OTHER FUNDING	GUIDANCE		ARPA	VARIANCE
						Section/Budget	Appropriated		
<b>SECTION 1</b>									
1	Sheriff's Office/jail HVAC upgrades, med Wing neg. pressure rms, roof units	2,500,000.00	-	2,500,000.00		2,500,000.00	2,500,000.00		2,500,000.00
2	Sheriff's Office/jail Septic Upgrades	2,500,000.00	-	2,500,000.00		2,500,000.00	2,500,000.00		2,500,000.00
3	Government Building - Rooftop Ventilation upgrades	200,000.00	-	200,000.00		200,000.00	200,000.00		200,000.00
4	Government Building - Pandemic operations improvements/collaborations	3,000,000.00	-	3,000,000.00	400,000.00	3,000,000.00	3,000,000.00	770,024.00	2,229,976.00
5	Courthouse - Air quality upgrades	750,000.00	-	750,000.00		750,000.00	750,000.00		750,000.00
6	Courthouse - Temperature sensing camera's	250,000.00	-	250,000.00		250,000.00	250,000.00		250,000.00
7	Premium Pay - Corrections NCEU Contract	2,400,000.00	355,240.00	2,755,240.00		2,400,000.00	2,400,000.00	2,755,240.00	(355,240.00)
8	Recovery Center-Air Quality Upgrades	250,000.00	-	250,000.00		250,000.00	250,000.00		250,000.00
9	Deeds Room Layout - Public safety concerns pandemic	12,000.00	-	12,000.00		12,000.00	12,000.00	12,000.00	-
10	Sheriff's room layout	15,000.00	-	15,000.00		15,000.00	15,000.00		15,000.00
11	ARP Fund Manager/financial support(3 yr or possibly longer, if longer more funds	255,000.00	-	255,000.00		255,000.00	255,000.00	255,000.00	-
13	Vehicle for Mobile Vaccinations	38,000.00	-	38,000.00		38,000.00	38,000.00	38,000.00	-
14	Engineering/Planning/Design (Global Pool - will have to assign ACTUAL to Defined	500,000.00	-	500,000.00		500,000.00	500,000.00	500,000.00	-
<b>SECTION 1 Total</b>		<b>12,670,000.00</b>	<b>355,240.00</b>	<b>13,025,240.00</b>	<b>400,000.00</b>	<b>12,670,000.00</b>	<b>12,670,000.00</b>	<b>4,330,264.00</b>	

PHASE	BUDGET PROJECT	REQUESTED	ADJUST	REVISED	OTHER FUNDING	GUIDANCE		ARPA	VARIANCE
						Section/Budget	Appropriated		
<b>SECTION 2</b>									
1	Housing Development	-	-	-		-	-		-
2	New Drug Treatment and Recovery Center	5,000,000.00	-	5,000,000.00		5,000,000.00	5,000,000.00		5,000,000.00
3	"CONVERSION" of Layman Way to Detox (requires development of pgm, licensing	250,000.00	-	250,000.00		250,000.00	250,000.00		250,000.00
4	Regional Strategic Planning Training Center	6,500,000.00	-	6,500,000.00		6,500,000.00	6,500,000.00		6,500,000.00
5	Engineering/Planning/Design (Global Pool - will have to assign ACTUAL to Defined	400,000.00	-	400,000.00		400,000.00	400,000.00	400,000.00	-
6	Behavioral Health Logistics (CAHOOTS COMPARISON) FAIRTIDE	1,450,000.00	-	1,450,000.00		1,450,000.00	1,450,000.00	750,000.00	
6	Behavioral Health - My Teens Place Center (Renovation of former church)	1,500,000.00	-	1,500,000.00		1,500,000.00	1,500,000.00	1,500,000.00	(800,000.00)
	<b>Sub-Total Budget 6</b>	<b>2,950,000.00</b>	<b>-</b>	<b>2,950,000.00</b>		<b>1,450,000.00</b>	<b>1,450,000.00</b>	<b>2,250,000.00</b>	<b>(800,000.00)</b>
7	Prevention/Education	-	-	-		500,000.00	500,000.00		500,000.00
8	Sewer Infrastructure	9,000,000.00	-	9,000,000.00		9,000,000.00	9,000,000.00		9,000,000.00
9	Unallocated	2,830,000.00	-	2,830,000.00		2,830,000.00	2,830,000.00		2,830,000.00
<b>SECTION 2 Total</b>		<b>26,930,000.00</b>	<b>-</b>	<b>26,930,000.00</b>	<b>-</b>	<b>25,930,000.00</b>	<b>25,930,000.00</b>	<b>2,650,000.00</b>	

PHASE	BUDGET PROJECT	REQUESTED	ADJUST	REVISED	OTHER FUNDING	GUIDANCE		ARPA	VARIANCE
						Section/Budget	Appropriated		
<b>SECTION 3</b>									
EMS	Backup Dispatch/PSAP terminals/communications improvements	524,730.00	-	524,730.00		524,730.00	524,730.00	524,728.02	1.98
EMS	Communications improvements (tower, land acq/replacement)	875,270.00	-	875,270.00		1,400,000.00	1,400,000.00		875,270.00
<b>SECTION 3 Total</b>		<b>1,400,000.00</b>	<b>-</b>	<b>1,400,000.00</b>	<b>-</b>	<b>1,400,000.00</b>	<b>1,400,000.00</b>	<b>524,728.02</b>	<b>875,270.00</b>

**AMERICAN RECUE PLAN WORKSHOP INFORMATION**  
**MEMO: JULY 30, 2021 From COUNTY MANAGER to YORK COUNTY COMMISSIONERS**

PHASE	BUDGET PROJECT	REQUESTED	ADJUST	REVISED	OTHER FUNDING	GUIDANCE Section/Budget	ARPA Appropriated	VARIANCE GUIDANCE/ARPA
SECTION 4	DREDGE Purchase of Dredging Machine	-	1,800,000.00	1,800,000.00		-		-
	JAIL Body Scanner for Jail		159,000.00	159,000.00			159,000.00	(159,000.00)
	JAIL Video Surveillance System Replace and Improvement		446,429.64	446,429.64	555,510.74		446,429.64	(446,429.64)
<b>SECTION 4 Total</b>		-	<b>2,405,429.64</b>	<b>2,405,429.64</b>	<b>555,510.74</b>	-	<b>605,429.64</b>	
<b>Grand Total</b>		<b>41,000,000.00</b>	<b>2,760,669.64</b>	<b>43,760,669.64</b>	<b>955,510.74</b>	<b>40,000,000.00</b>	<b>8,110,421.66</b>	

	Funding Sources	Appropriated	Available Sources
FEMA Grant	400,000.00	400,000.00	-
JAIL RESERVE	555,510.74	555,510.74	-
ARPA 2021	40,331,830.00	8,110,421.66	32,221,408.34
<b>Total</b>	<b>41,287,340.74</b>	<b>9,065,932.40</b>	<b>32,221,408.34</b>