

Sheriff's Committee Agenda 11/25/13

1. Committee meeting called to order by Chairman
2. Motion to approve minutes of prior committee meeting.

Action Agenda

1. Request reso for new contract with Lexis Nexis for mandated law library for inmates.
2. Request reso for new contract with Capital Digitronics, Inc. for preventative maintenance on communications equipment.
3. Request reso for new contract with Correctional Medical Care, Inc. to provide medical, behavioral health, dental, & prescription drugs for inmate care.
4. Request reso to transfer funds from and to various object codes. Refer to attached form # 10.

Topics for Discussion

Old Business / Pending Items

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

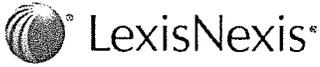
DEPARTMENT NAME: Sheriff- Correction Division

DATE: November 22, 2013

- A. Is this a Result of a Bid or Request for Proposal? **NO**
- B. Purpose of Contract: **Provide mandated law library materials to the inmates of the Warren County Correctional Facility.**
- C. Name of Contractor: **Lexis/Nexis – Matthew Bender**
- D. Address of Contractor: **1275 Broadway Albany, NY 12204**
- E. Contractor's Contact Person and Telephone Number: **Kevin Taylor (513) 360-7548**
- F. Has or will the Contract be provided, if so, please attach: **Provided by Lexis/Nexis**
- G. Commencement Date of Contract: **January 01, 2014**
- H. Termination Date of Contract: **December 31, 2014**
- I. Payment Provisions:
- i) Lump sum amount **\$50,400.00**
 - ii) hourly rate amount
 - iii) total amount not to exceed
 - iv) How will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
- J. Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: **OR Capital Project OR Capital Reserve Project Number, Title, and Amount:**

A.3150 470 – Sheriff - Correction Division – Contracts

*as listed in budget and LOGOS



NEW CUSTOMER
 EXISTING CUSTOMER

PRISON SOLUTION ORDER

"Customer": Warren County Jail	Account Number: 0000268147
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Customer agrees to purchase or license the Products listed in the table below on the terms of this Order.

PRODUCTS ORDERED

	PRODUCT	LN COMPANY
	Distributed Media Prison Solution	LN/MB
ITEM #	SPECIFY PRODUCT	ISBN #/LIBRARY#
1	WARREN COUNTY NY LEGAL LIBRARY EHD	9780327164494
2		
3		
4		

ADDITIONAL DOCUMENTS

DOCUMENT TITLE	WHERE TO FIND IT
Configuration and Pricing Sheet	See page 2
Customer Information Sheet	See page 4
Terms for Ordered Products	See page 5

The Additional Documents are part of this Order.

The LN Companies may make certain terms and other information in connection with this Order available on the World Wide Web at one or more sites the LN Companies identify. Customer acknowledges that it has access to the World Wide Web.

This Order, the Additional Documents, and any materials referenced in the Additional Documents state the complete agreement between Customer and the LN Companies concerning this subject, and supersede all earlier oral and written communications between them concerning this subject.

LexisNexis accepts this Order on its own behalf and as authorized agent for each of the other LN Companies that provides Products under this Order. LexisNexis's agency is described in detail in the Common Terms referenced in the Terms for Ordered Products.

Agreed to and accepted by:

Customer: Warren County Jail

LexisNexis, a division of Reed Elsevier Inc.

SIGNED:

SIGNED:

PRINTED:

PRINTED:

TITLE:

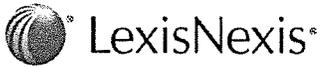
TITLE:

DATE:

THIS ORDER DOES NOT BIND EITHER PARTY UNTIL IT HAS BEEN ACCEPTED BY BOTH PARTIES. LEXISNEXIS MAY ACCEPT THIS ORDER BY SIGNING ABOVE OR BY PERFORMING THIS ORDER.

THE PRICES AND OTHER TERMS IN THIS ORDER ARE SUBJECT TO CHANGE IF CUSTOMER HAS NOT SUBMITTED A SIGNED COPY OF THIS ORDER TO LEXISNEXIS ON OR BEFORE THE BEGINNING OF THE FIRST ORDER PERIOD UNDER THIS ORDER. TO IMPLEMENT THIS ORDER ON THE FIRST DAY OF A MONTH, LEXISNEXIS MUST RECEIVE A COPY OF THIS ORDER SIGNED BY CUSTOMER ON OR BEFORE THE 20TH DAY OF THE PRECEDING MONTH.

Account Representative Name:	Veronica Vrancuta	Account Representative Number:	W41
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Configuration and Pricing Sheet

This Sheet is part of the Order. See the Terms for Ordered Products for important terms related to each line item.

TERM

The term of this Order will begin the month in which delivery of the Distributed Media Prison Solution is delivered to Customer and will continue for 12 months (the "Term").

ORDER PERIOD		
1/1/2014	To	12/31/2014
	To	

LINE ITEM 1 – DISTRIBUTED MEDIA PRISON SOLUTION

LexisNexis, a division of Reed Elsevier Inc. ("LN") and Matthew Bender & Company, Inc. ("MB") provide this Product.

Closed Offer: (prices valid for 30 days from date of proposal) Total Monthly Commitments

Customer understand and acknowledges the prices offered in this Order are based in part on the number of access points, computers or terminals used to access the Distributed Media Prison Solution. Customer hereby certifies there will be 4 access points, computers or terminals used to access the Distributed Media Prison Solution. At the request of LN Customer will re-certify to the number of access points, computers or terminals used to access the Distributed Media Prison Solution. If the net number of access points, computers or terminals used to access the Distributed Media Prison Solution increases, LN reserves the right to increase the price on the first day of any calendar month following such increase by giving Customer at least ten days prior written notice.

Customer hereby subscribes to the following Distributed Media Prison Solution:

Number	Distributed Media Description	
4	Kiosk Solution(s)* 4 X \$600 = \$2400	
	DVD Solution(s)	
4	Replaceable Hard Drive Solution(s)	
	Total Monthly Commitment for the above selections for the first Order Period	\$1800
	Total Monthly Commitment for the above selections for the second Order Period	\$
	Total Monthly Commitment for the above selections for the third Order Period	\$
	Total Monthly Commitment for the above selections for the fourth Order Period	\$
	Total Monthly Commitment for the above selections for the fifth Order Period	\$
	* Kiosk/Hardware may be leased or purchased. If purchased, a Bill of Transfer will be attached to this Order Form.	

4. Billing Period. In exchange for access to and use of the Distributed Media Prison Solution(s) specified above, Customer shall pay the monthly fees listed above beginning the month in which delivery of the Distributed Media Prison Solution is delivered to Customer and continuing for the duration of the Term

5. Delivery Information:

Ship to Account Number:	Delivery Address For Each Distributed Media Set and Contact Name	Maximum Number of Workstations For This Location
0000268147		4
Complete Description of Law Library Information on Distributed Media Included in this proposal:		
<ul style="list-style-type: none"> LN will use reasonable commercial efforts to maintain the currency of the legal materials via periodic updates 		
Warren County (NY) Legal Library EHD		



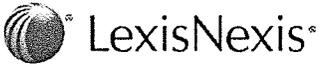
Customer Information Sheet

CUSTOMER INFORMATION

For existing Customers, LexisNexis will use billing and credit information already on file.

Customer Billing Account Number: 0000268147

1. Organization Name:	Warren County Sheriff's Office		
2. Contact Name:	Captain Michael Gates		
3. Address:	1400 State Route 9		
City:	Lake George	State:	NY Zip: 12845
4. County:	Warren	5. Country:	USA
6. Invoice Address:	SAME AS ABOVE		
7. E-Mail Address:	michael.gates@sheriff.co.warren.ny.us		
8. Telephone Number:	518-743-3531	9. Fax Number:	518-743-3535
10. Preferred method of communication from LexisNexis (Optional):	<input checked="" type="checkbox"/> email <input type="checkbox"/> standard mail		
11. <input checked="" type="checkbox"/> I prefer to be invoiced monthly			
<input type="checkbox"/> I prefer to pay the entire Order by Credit Card:			
Select method of credit card payment	<input type="checkbox"/> MasterCard <input type="checkbox"/> VISA <input type="checkbox"/> AMEX		
	Credit Card #:	-	Exp Date:
12. Tax Exempt:	<input type="checkbox"/> Yes (attach proof of exemption) <input type="checkbox"/> No		
13. P.O. Number			
14. Please address all Purchase Orders to:			
	LexisNexis Matthew Bender 1275 Broadway Albany, NY 12204	or	LexisNexis Matthew Bender Payments Only P.O. Box 7247-0178 Philadelphia PA 19170-0178



Terms for Ordered Products

These Terms are part of the Order.

LINE ITEM 1 – DISTRIBUTED MEDIA PRISON SOLUTION

The following terms are for the implementation of this Product as described in the corresponding line item of the Configuration and Pricing Sheet. LexisNexis, a division of Reed Elsevier Inc. ("LN") and Matthew Bender & Company, Inc. ("MB") provide this Product.

1. Definitions

1.1 "Authorized Users" means each of the civilian librarians and inmates at Customer's facility who are authorized by Customer to access and use the Distributed Media.

1.2 "Distributed Media" means the set of one or more DVDs and/or External Hard Drives provided by LN/MB to Customer that contains the Law Library Information.

1.3 "Law Library Information" means the legal content that is owned or licensed by LN/MB that is contained on the Distributed Media as described on the Configuration and Pricing Sheet.

2. Services

During the Term, LN/MB will provide Customer and its Authorized Users with access to and use of the Distributed Media. The number of copies of the Distributed Media and the delivery locations for such Distributed Media are set forth on the Configuration and Pricing Sheet.

3. Term of Order; Termination

3.1 The Term of this Order is set forth on the Configuration and Pricing Sheet.

3.2 Either LN/MB, on the one hand, or Customer, on the other hand, may terminate this Order for a material breach. Prior to exercising such right of termination, the non-breaching party must first provide the breaching party with 30 days prior written notice setting forth with specificity the nature of the breach (the "Breach Notice"). If such breach remains uncured 30 days after the Breach Notice is given, the non-breaching party may terminate immediately upon written notice.

3.3 LN/MB may terminate this Order immediately upon written notice to Customer in the event: (i) any subcontracting agreement between LN and its third party suppliers ("Suppliers") of Prison Solution software or hardware expires or is terminated, (ii) any Supplier becomes insolvent or makes an assignment for the benefit of creditors, or (iii) any Supplier is unable or fails to perform the services that are required in order for LN/MB to perform their obligations hereunder.

3.4 LN/MB retains ownership of the Distributed Media. Customer will retain ownership of any computer hardware at the end of one year or the first order period, whichever is later. Upon termination of this Order, at the direction of LN/MB, Customer will either cease all use of and destroy the Distributed Media, or return the Distributed Media to LN/MB at LexisNexis, 701 East Water Street, Charlottesville, Virginia 22902.

4. Pricing; Payment Terms

4.1 In exchange for access to and use of the Distributed Media, Customer will pay LN/MB the charges set forth on the Configuration and Pricing Sheet (the "Fees"). The Fees include all charges for shipping and handling.

4.2 MB will serve as LN's billing agent during the Term. MB will provide Customer with one consolidated invoice for the Distributed Media which shall be provided to Customer as set forth in the Configuration and Pricing Sheet. Customer will pay the Fees to MB and MB will remit to LN that portion of the Fees that is due to LN under this

Order. Customer will have 30 days to pay each invoice. Amounts which have not been paid within 30 days after the invoice date are thereafter until paid subject to a late payment charge at a rate equal to 15% per annum (or, if less, the maximum rate permitted under applicable law). Additionally, LN/MB shall have the right to terminate this Order and retain all sums paid by Customer.

4.3 In the event this is a multi-year contract and sufficient funds are not appropriated or allocated for payment under this Order for any future fiscal period, LN/MB may terminate this Order effective on the last day of the last Order Period that was funded by providing Customer with at least 10 days prior written notice. Customer will not be obligated to make payments for services or amounts incurred after the end of the last funded fiscal period. No penalty or expense shall accrue to Customer in the event this provision becomes effective.

4.4 LN/MB will use reasonable efforts to update the Distributed Media on monthly or quarterly basis (depending upon the materials) so they remain reasonably current.

5. Warranty

5.1 LN/MB represent and warrant that they have the right and authority to make the Distributed Media available on the terms set forth herein.

5.2 EXCEPT AS EXPRESSLY STATED IN SECTION 5.1, LN/MB MAKE NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE DISTRIBUTED MEDIA OR THE ACCURACY OR THE COMPLETENESS OF THE LAW LIBRARY INFORMATION. THE DISTRIBUTED MEDIA AND LAW LIBRARY INFORMATION ARE FURNISHED ON AN "AS IS", AS-AVAILABLE BASIS. ALL WARRANTIES OF ANY TYPE NOT EXPRESSLY STATED IN THIS ORDER, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

6. Remedies

6.1 In the event there is a breach of warranty under Section 5.1, LN/MB shall, as their sole obligation and Customer's exclusive remedy, defend or, at their option, settle any action or proceeding of any kind or description based upon a third party's claim of patent, trademark, servicemark, copyright or trade secret infringement, related to use of the Distributed Media (excluding any decisions or advice made or given as a result of the use of or reliance upon the Law Library Information) provided by LN/MB asserted against Customer by such third party provided: (i) all use of the Distributed Media was in accordance with this Order; (ii) the claim, cause of action, or infringement was not caused by Customer or its Authorized Users; (iii) LN/MB are given prompt notice of any such claim; and (iv) LN/MB have the right to solely control and direct the investigation, defense and settlement of each such claim. Customer, at the expense of LN/MB, shall reasonably cooperate with LN/MB in connection with the foregoing. If notified promptly in writing of any claim, demand, or judicial action brought against Customer based on an allegation that its use of the Distributed Media constitutes infringement, LN/MB will jointly and not severally pay the costs, including reasonable attorney fees, associated with resolving such claim and will pay the judgment or settlement amount (if any).

Should the Distributed Media or the operation thereof become, or in the opinion of LN/MB be likely to become, the subject of a claim of infringement, Customer shall permit LN/MB, at their sole option and expense, either (i) to procure for Customer the right to continue using the Distributed Media, (ii) to replace or modify the same so that it becomes non-infringing; or (iii) terminate Customer's use of the Distributed Media upon notice to Customer and grant Customer a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.

6.2 LN/MB shall have no responsibility to Customer under this Section 6 with respect to any use of the Distributed Media in a manner not authorized by this Order; or for any abuse or modification of the Distributed Media by Customer or its Authorized Users.

7. Limitation of Liability

ANY LIABILITY OR DAMAGES ARISING OUT OF OR RELATED TO THIS ORDER, REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, SHALL IN ALL CASES, WHETHER IN ONE CLAIM OR IN MULTIPLE CLAIMS, BE LIMITED TO THE LESSER OF THE CUSTOMER'S ACTUAL DIRECT DAMAGES OR THE TOTAL PAYMENTS MADE BY CUSTOMER TO LN/MB FOR THE DISTRIBUTED MEDIA PROVIDED BY LN/MB HEREUNDER DURING THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. IN NO EVENT WILL LN/MB HAVE ANY OBLIGATION OR LIABILITY (WHETHER IN STATUTE, TORT, STRICT LIABILITY, CONTRACT, BREACH OF WARRANTY OR OTHERWISE AND NOTWITHSTANDING ANY FAULT OR NEGLIGENCE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, DATA, BUSINESS OR GOODWILL, EVEN IF LN/MB WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LN/MB ALSO SHALL NOT BE LIABLE FOR, AND SHALL BE EXCUSED FROM, ANY FAILURE TO PERFORM OR DELAY IN PERFORMANCE DUE TO CAUSES BEYOND THEIR REASONABLE CONTROL, INTERRUPTIONS OF POWER OR TELECOMMUNICATIONS SERVICES, ACT OF WAR, TERRORISM OR NATURE, GOVERNMENTAL ACTIONS, FIRE, FLOOD, NATURAL DISASTERS OR SIMILAR EVENTS.

LN/MB DISCLAIM ALL WARRANTIES WITH RESPECT TO THE DISTRIBUTED MEDIA AND LAW LIBRARY INFORMATION, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING FROM A COURSE OF DEALING. LN/MB DO NOT WARRANT THE ACCURACY, RELIABILITY OR CURRENTNESS OF THE LAW LIBRARY INFORMATION. LN/MB WARRANT THAT THE DISTRIBUTED MEDIA WILL BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR A PERIOD OF 30 DAYS FROM THE DATE OF DELIVERY TO CUSTOMER. CUSTOMER'S EXCLUSIVE REMEDY AND LN/MB'S SOLE OBLIGATION WITH RESPECT TO DEFECTIVE DISTRIBUTED MEDIA WILL BE THE RIGHT TO RETURN THE DEFECTIVE DISTRIBUTED MEDIA FOR A REPLACEMENT COPY AT NO ADDITIONAL CHARGE.

8. Miscellaneous

8.1 Customer understands and acknowledges that LN/MB may use one or more of its approved subcontractors to install the Kiosk Prison Solution.

8.2 If LN/MB accept an order for a Distributed Media on a purchase order issued by Customer ("PO"), the terms and conditions of the PO are for Customer's internal purposes only and shall in no way modify or affect the terms of this Order.

8.3 This Order, including Schedule A, contains the entire agreement between the parties with respect to the subject matter hereof, and may be amended only by a writing signed by both parties. Notwithstanding the foregoing, LN/MB may change the license terms set forth in this Line Item 1 or Schedule A immediately upon written notice to Customer. Customer's continued use of the Distributed Media following notice of the change shall constitute its acceptance of the change.

8.4 The following sections of this Order shall survive termination or expiration of the Order for any reason: Sections 6 and 7.

SCHEDULE A—GENERAL TERMS AND CONDITIONS FOR USE OF THE LEXISNEXIS[®] DISTRIBUTED MEDIA PRISON SOLUTION

The following terms and conditions govern Customer's use of this law library research system on DVDs and/or External Hard Drives (the "Distributed Media") and the materials available therein ("Law Library Information"):

1. License; Restrictions on Use

1.1 Customer is granted a non-exclusive, non-transferable limited license to access and use the Distributed Media for legal research purposes. The license includes the following:

(a) The right to electronically display, on the Distributed Media, Law Library Information retrieved from the Distributed Media to no more than one person at a time;

(b) The right to obtain printouts of Law Library Information via the printing commands of the Distributed Media and to create a single printout of Law Library Information downloaded via downloading commands of the Distributed Media ("Authorized Printouts");

(c) The right to retrieve via downloading commands of the Distributed Media and store in machine-readable form, primarily for one person's exclusive use, a single copy of insubstantial portions of Law Library Information included in any individual file; and

(d) To the extent permitted by applicable copyright law, the right to make copies of Authorized Printouts and distribute Authorized Printouts and copies.

1.2 Except as specifically provided in Section 1.1, Customer are prohibited from downloading, storing, reproducing, transmitting, displaying, copying, distributing, or using Law Library Information retrieved from the Distributed Media. Customer may not print or download Law Library Information without using the printing commands of the Distributed Media.

1.3 Customer is not permitted to:

(a) Remove or obscure any copyright notice or other notice or terms of use contained in the Distributed Media or Law Library Information.

(b) Use the Distributed Media or Law Library Information in any fashion that may infringe any copyright, intellectual property right, or proprietary or property right or interest of LexisNexis, a division of Reed Elsevier Inc., a Massachusetts corporation, ("LexisNexis") or its contractors or content suppliers;

(c) Use the Distributed Media or Law Library Information to develop a database, infobase, online or similar database service, or other information resource in any media (print, electronic or otherwise, now existing or developed in the future) for sale to or use by others; or

(d) Copy, reverse engineer, decompile, disassemble, derive source code, modify or prepare derivative works of the Distributed Media or Law Library Information.

2. Proprietary Rights

The Distributed Media and Law Library Information and any copyrights, trademarks, patents, trade secrets, intellectual property rights and other proprietary rights in and to the Distributed Media and Law Library Information are owned by LexisNexis and its contractors and content suppliers. Customer acquires no proprietary interest in the Distributed Media, Law Library Information, or copies thereof.

3. Disclaimer of Warranties

3.1 THE DISTRIBUTED MEDIA AND LAW LIBRARY INFORMATION ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND LEXISNEXIS AND EACH THIRD PARTY SUPPLIER OF MATERIALS EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4. Limitation of Liability

4.1 A Covered Party (as defined below) shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Distributed Media or any Law Library Information available or not included therein, (b) the unavailability or interruption of the Distributed Media or any features thereof or any Law Library Information, (c) Customer's use of the Distributed Media or Law Library Information (regardless of whether Customer received any assistance from a Covered Party in using the Distributed Media), (d) Customer's use of any equipment in connection with the Distributed Media, (e) the content of the Law Library Information, or (f) any delay or failure in performance beyond the reasonable control of a Covered Party.

4.2 "Covered Party" means (a) LexisNexis, its affiliates including Matthew Bender, and any officer, director, employee, subcontractor, agent, successor, or assign of LexisNexis or its affiliates; and (b) each third party supplier of Law Library Information, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of

any third party supplier of Law Library Information or any of their affiliates.

4.3 THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY OTHER CLAIM ARISING OUT OF OR RELATING TO THE DISTRIBUTED MEDIA OR LAW LIBRARY INFORMATION SHALL NOT EXCEED THE LESSER OF CUSTOMER'S ACTUAL DIRECT DAMAGES OR THE AMOUNT CUSTOMER PAID FOR THE DISTRIBUTED MEDIA IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. CUSTOMER'S RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH CUSTOMER MAY HAVE AGAINST ANY COVERED PARTY.

4.4 THE COVERED PARTIES SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE DISTRIBUTED MEDIA, LAW LIBRARY INFORMATION, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS, REGARDLESS OF ANY NEGLIGENCE OF ANY COVERED PARTY.

5. Miscellaneous

5.1 These General Terms and Conditions may be changed from time to time, by LexisNexis immediately upon notice.

5.2 LexisNexis may suspend or discontinue providing the Distributed Media to Customer without notice and pursue any other remedy legally available to it if Customer fails to comply with any of Customer's obligations hereunder.

5.3 Except as otherwise provided herein, all notices and other communications hereunder shall be in writing or displayed physically on or near, or electronically in, the Distributed Media.

5.4 The failure of LexisNexis or any third party supplier of Law Library Information to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

5.5 These General Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Ohio.

5.6 Each third party supplier of Law Library Information has the right to assert and enforce these provisions directly on its own behalf as a third party beneficiary.

END

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Sheriff

DATE: November 21 2013

- (a) Is this a Result of a Bid or Request for Proposal? Bid
- (b) Purpose of Contract: Preventative Maintenance for communication equipment
- (c) Name of Contractor: Capital Digitronics, Inv.
- (d) Address of Contractor: 264 Bradford St., Albany, NY 12206
- (e) Contractor's Contact Person and Telephone Number: Thomas McCabe 449-3366
- (f) Has or will the Contract be provided, if so, please attach: attached
- (g) Commencement Date of Contract: January 1, 2014
- (h) Termination Date of Contract: 12/31/14
- (i) Payment Provisions:
 - i) lump sum amount x
 - ii) hourly rate amount
 - iii) total amount not to exceed \$
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: **OR** Capital Project **OR** Capital Reserve Project Number, Title, and Amount: A.3020 470 911 / Contracts \$45,660.00

**WARREN COUNTY
BID TABULATION SHEET**

BID NO: WC 71-13	NAME & ADDRESS OF BIDDER
ITEM(S): PREVENTATIVE MAINTENANCE AND SERVICE CONTRACT FOR WARREN COUNTY COMMUNICATION EQUIPMENT	Capital Digitronics, Inc. Attn: Thomas McCabe 264 Bradford Street Albany, NY 12206 Ph: 518-449-3366 Fx: 518-449-3369
DATE: NOVEMBER 14, 2014	
TIME: 3:00 P.M.	
DESCRIPTION OF ITEM	BID PRICE
YEAR 2014	\$45,660.00
LABOR RATES:	HOURLY RATE
STRAIGHT TIME:	\$90.00
OVERTIME/WEEKENDS:	\$180.00
HOLIDAYS:	\$180.00
PERCENTAGE OF MARK-UP ABOVE COST FOR OVERHEAD & PROFIT	
MATERIAL & PARTS SUPPLIED TO COMPLETE WORK:	25%
EQUIPMENT TO BE INSTALLED AS PART OF WORK:	25%
EXCLUSIONS:	Weather related or weather damaged outdoor components. MPLS Routers.
BID AWARDED TO:	
√	TERM OF BID: January 1, 2014-December 31, 2014
JULIE A. PACYNA, PURCHASING AGENT	RESOLUTION NO.

Facility Drug Usage Report

01/01/2013

10/31/2013



WARREN COUNTY CORRECTIONAL F

<u>Item Name</u>	<u>Total Quantity</u>	<u>Total Price</u>
IBUPROFEN 800 MG TABS	-48.00	\$3.29
INDAPAMIDE 2.5 MG TABS	-34.00	-\$11.81
INDOMETHACIN 50 MG CAPS	30.00	\$10.22
INSOLE MENS 1 SIZE (PV) 1PAIR	16.00	\$57.44
INVEGA 3 MG ER TABLET	22.00	\$384.21
INVEGA 9 MG ER TABLET	18.00	\$465.92
ISENTRESS 400MG**(RALTEGRAVIR)	60.00	\$995.40
ISONIAZID 300 MG TABS	206.00	\$200.49
ISOSORBIDE DINIT 30MG TABLET	18.00	\$14.86
JANUVIA 100 MG TABLET	5.00	\$40.83
KALETRA 50-200MG TAB**	133.00	\$793.42
KETOCONAZOLE 2% CREAM 30GM	60.00	\$27.40
KETOCONAZOLE 200 MG TABS	14.00	\$19.76
KLOR-CON M-10 TABS	14.00	\$12.02
KNEE WRAP (SPORT-AID) LARGE	0.00	\$2.95
L-LYSINE 500 MG TABLET	27.00	\$6.53
LACTULOSE 10 GM/15 ML SOLUTION	473.00	\$19.11
LAMOTRIGINE 25 MG TABLET	35.00	\$58.27
LANSOPRAZOLE 30 MG DR CAPS	232.00	\$514.47
LANTUS 100 UNIT/ML VIAL	80.00	\$1,033.99
LEVETIRACETAM 500 MG TABLET	170.00	\$253.55
LEVOFLOXACIN 500 MG TABLET	2.00	\$17.59
LEVOTHYROXINE 0.05 MG TABS	55.00	\$20.23
LEVOTHYROXINE 0.075 MG TABS	108.00	\$31.44
LEVOTHYROXINE 0.100 MG TABS	65.00	\$18.71
LEVOTHYROXINE 0.175 MG TABS	91.00	\$31.61
LEVOTHYROXINE 0.200 MG TABS	18.00	\$6.87
LICE KILLING TREATMENT SM	354.00	\$35.85
LIDODERM 5% PATCH-ENDO	14.00	\$115.07
LISINAPRIL 10 MG TABLET	773.00	\$389.41
LISINAPRIL 2.5 MG TABS	66.00	\$28.06
LISINAPRIL 20 MG TABLET	507.00	\$273.02
LISINAPRIL 40 MG TABS	-42.00	-\$24.58
LISINAPRIL 5 MG TABLET	348.00	\$171.49
LISINAPRIL/HCTZ 10/12.5 TABLET	86.00	\$48.06
LITHIUM CARB 150MG CAPSULE	15.00	\$4.56
LITHIUM CARB 300 MG TABS	138.00	\$16.60
LITHIUM CARB 300MG CAPSULE	246.00	\$31.07
LITHIUM CARB 450MG ER TABLET	66.00	\$19.36
LITHIUM CARBONATE 600 MG CAP	163.00	\$57.94
LOPERAMIDE 2 MG CAPS (RX)	12.00	\$20.48
LOPERAMIDE 2 MG TAB OTC (PV)	-6.00	\$2.11
LORATADINE 10 MG TABS	2,075.00	\$529.29
LORATADINE-D 24HR	7.00	\$5.34
LOSARTAN 100 MG TABS	104.00	\$133.58
LOSARTAN 25 MG TABS	87.00	\$70.38
LOSARTAN 50 MG TABS	36.00	\$36.85
LOVASTATIN 40 MG TABS	30.00	\$51.61
LYRICA 100 MG CAPSULE	90.00	\$307.55
LYRICA 150MG CAPSULE	540.00	\$1,740.18
LYRICA 50 MG CAPSULE	90.00	\$281.27
LYSINE 1,000 MG TABLET	51.00	\$9.81
MAGNESIUM CITRATE 296ML	296.00	\$3.38
MAGNESIUM OXIDE 400 MG TABS	216.00	\$34.56
MECLIZINE 25 MG TABS	19.00	\$8.80
MEDICATED BLUE SHAMP 7OZ (PV)	420.00	\$14.24
MELOXICAM 15 MG TABS	76.00	\$169.24

Capital Digitronics, Inc.



264 Bradford Street
Albany, NY 12206
518.449.3366 518.449.3369 fax

November 12, 2013

Ms. Julie Pacyna, Purchasing Agent
Warren County Purchasing Dept.
1340 State Route 9
Lake George, New York 12845

Re: WC 71-13 Preventative Maintenance and Service for Warren County Communication Equipment

Dear Julie,

Capital Digitronics, Inc. is pleased to submit a response to your bid for Preventative Maintenance and Service of the Warren County Communications System.

As you are no doubt aware, we are the contractor who installed the system back in 2004 and have been maintaining it under contract with the County since it was accepted. Our employees live within a short distance of the Municipal Center and Prospect Mountain. This is an asset to the County in terms of response time, vis a vis other vendors from Troy.

We have reviewed the Zetron equipment which was removed, and taken into consideration that PM's are only semi-annual from this point forward. However, the County has added more equipment than it took away; specifically, the 4 new Interop Bases, and expanding the microwave system to Fort Edward to tie in Washington County. That, coupled with the fact that microwave itself was upgraded to hot-standby licensed 11 and 6 GHz radios, (instead of the cheaper unlicensed spread spectrum with auto-switch), makes it more expensive to maintain.

These facts make it necessary to increase the cost of the maintenance contract to the County, relative to our 2012 price.

Sincerely yours,

A handwritten signature in red ink, appearing to read "T. McCabe".

Thomas F. McCabe
President

SPECIFICATION NO: WC 71-13

ITEM: PREVENTATIVE MAINTENANCE AND SERVICE
CONTRACT FOR WARREN COUNTY COMMUNICATION
EQUIPMENT

DATE: NOVEMBER 14, 2013 TIME: 3:00 P.M. PLACE: HUMAN SERVICES, 3RD FLOOR

PROPOSAL

PROPOSAL OF Capital Digitronics, Inc.
Company Name

TO: Julie Pacyna, Purchasing Agent
Warren County Human Services Building
1340 State Route 9
Lake George, New York 12845

The undersigned, having carefully examined the specifications for PREVENTATIVE MAINTENANCE AND SERVICE CONTRACT FOR WARREN COUNTY COMMUNICATIONS EQUIPMENT, submits the following bid covering the period of January 1, 2014 through December 31, 2014 for the performance of the services and preventive maintenance as designated in the specifications in the amount of:

Year 2014: Forty five thousand six hundred sixty \$ 45,660.00
(Words) (Figure)

Labor Rates: \$ 90.00 / per hour straight time
 \$ 180.00 / per hour overtime/weekends
 \$ 180.00 / per hour for holidays

Percentage of mark-up above cost
for Overhead and Profit

Material & Parts Supplied to Complete Work % 25
Equipment to be Installed as part of Work % 25

Please list items below that would be excluded from the terms of the pending agreement between the successful bidder and Warren County:

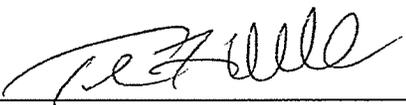
Weather related or weather damaged outdoor components. MPLS Routers

SPECIFICATION NO: WC 71-13

ITEM: PREVENTATIVE MAINTENANCE AND SERVICE
CONTRACT FOR WARREN COUNTY COMMUNICATION
EQUIPMENT

DATE: NOVEMBER 14, 2013 TIME: 3:00 P.M. PLACE: HUMAN SERVICES, 3RD FLOOR

PROPOSAL

SIGNATURE OF BIDDER:  _____

NAME OF BIDDER (PRINTED): Thomas F McCabe

DATE: November 13, 2013 FEDERAL ID #: 14-1577977

NAME OF FIRM: Capital Digitronics, Inc.

BUSINESS ADDRESS: 264 Bradford St. Albany, New York 12206

TITLE: PRESIDENT

TELEPHONE NO.: 518-449-3366 FAX NO.: 518-449-3369

E-MAIL ADDRESS OF BIDDER: tfm@nycap.rr.com

COMMENTS: Current contractor for Communications Maintenance

The attached Reference Sheet, Corporate Resolution (if applicable), Iran Divestment Act and Bidder Certification must be completed and signed and made a part of the Bid Proposal.

SPECIFICATION NO: WC 71-13

ITEM: PREVENTATIVE MAINTENANCE AND SERVICE
CONTRACT FOR WARREN COUNTY COMMUNICATION
EQUIPMENT

DATE: NOVEMBER 14, 2013 TIME: 3:00 P.M. PLACE: HUMAN SERVICES, 3RD FLOOR

PROPOSAL

REFERENCE SHEET

All bidders must complete this form providing three (3) references of past performance. References should involve projects and/or service situations of similar size and scope to this bid. References must have had dealings with the bidder within the last 36 months. The County reserves the right to contact any or all of the references supplied for an evaluation of past performance in order to establish the responsibility of the bidder before the actual award of this bid and/or contract.

BIDDERS NAME: Capital Digitronics, Inc.
DATE FILED: November 13, 2013
REFERENCE NAME: Warren County Office of Emergency Services
ADDRESS: 1340 State Route 9 Lake George, NY 12845
TELEPHONE: 518-743-3581
CONTACT PERSON: Brian Laflure, Director

BIDDERS NAME: Capital Digitronics, Inc
DATE FILED: November 13, 2013
REFERENCE NAME: New York State Thruway Authority
ADDRESS: 200 Southern Blvd. Albany, NY 12209
TELEPHONE: 518-436-2700
CONTACT PERSON: John Mecca

BIDDERS NAME: Capital Digitronics, Inc
DATE FILED: November 13, 2013
REFERENCE NAME: Town of Glenville, NY
ADDRESS: 18 Glenridge Rd. Scotia, NY 12302
TELEPHONE: 518-384-0123
CONTACT PERSON: Lt. Richard Conley

DATE: NOVEMBER 14, 2013 TIME: 3:00 P.M. PLACE: HUMAN SERVICES, 3RD FLOOR

**PROPOSAL
CERTIFICATION**

Non-Collusive Certification required of all bidders under Section 103-d of the General Municipal Law as amended by Chapter 675 of the Laws of 196, and further amended by Chapter 56 of the Laws of 2010, effective June 22, 2010.

- (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies, as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
 - (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- (a-1) Notwithstanding the foregoing, the statement of non-collusion may be submitted electronically in accordance with the provisions of subdivision one of section one hundred three of the General Municipal Law.
- (b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth, in detail, the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.
- (c) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing on its behalf;
- (d) That attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signatory of this bid, or proposal, on behalf of the corporate bidder.

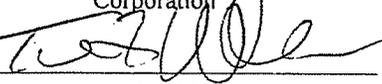
Individual Bidder

Co-Partnership

By _____
Partner

Capital Digitronics, Inc.

Corporation

By 

President

SPECIFICATION NO: WC 71-13

ITEM: PREVENTATIVE MAINTENANCE AND SERVICE
CONTRACT FOR WARREN COUNTY COMMUNICATION
EQUIPMENT

DATE: NOVEMBER 14, 2013 TIME: 3:00 P.M. PLACE: HUMAN SERVICES, 3RD FLOOR

PROPOSAL

CORPORATE RESOLUTION

RESOLVED that Thomas F McCabe
(Name)

be authorized to sign and submit the Bid, or Proposal, of this Corporation for the following project:

Preventative Maintenance and Service Contract for Warren County Communication Equipment
(Title of Project)

and to include in such Bid Proposal the Certificate as to non-collusion required by Section 103-d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies of misstatements in such certifies this Corporate Bidder shall be liable under the penalties of perjury.

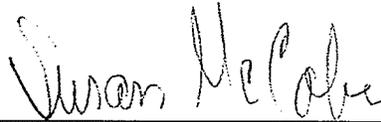
The foregoing is a true and correct copy of the Resolution adopted by Capital Digitronics, Inc.

_____ Corporation at a meeting of its Board of Directors held on

the 8th Day of November, 2013, and

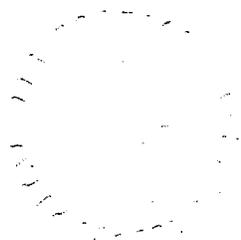
is still in force and effective on this 13th Day of November,

2013.



SECRETARY
(Signature)

(SEAL OF CORPORATION)



DATE: NOVEMBER 14, 2013 TIME: 3:00 P.M. PLACE: HUMAN SERVICES, 3RD FLOOR

PROPOSAL

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

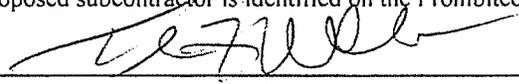
By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, Thomas F McCabe, being duly sworn, deposes and says that he/she is the President of the Capital Digitronics, Inc. Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.



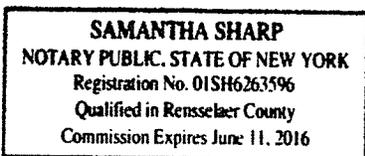
SIGNED

SWORN to before me this

11th day of November

2013

Notary Public: Samantha Sharp



RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Sheriff- Correction Division

DATE: 11-21-13

- A. Is this a Result of a Bid or Request for Proposal? **NO-Exempt**
- B. Purpose of Contract: **Provide medical, behavioral health, dental and ancillary services to inmates confined in the Warren County Jail.**
- C. Name of Contractor: **Correctional Medical Care, Inc.**
- D. Address of Contractor: **920 Harvest Drive, Suite 102
Blue, Bell PA 19422**
- E. Contractor's Contact Person and Telephone Number: **Emre Umar - President
(215) 225-8860**
- F. Has or will the Contract be provided, if so, please attach: **Provided by CMC**
- G. Commencement Date of Contract: **January 01, 2014**
- H. Termination Date of Contract: **December 31, 2014**
- I. Payment Provisions:
- i) Lump sum amount **\$1,155,684.00**
 - ii) hourly rate amount
 - iii) total amount not to exceed
 - iv) How will payments be made: **Monthly**
- J. Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: **OR Capital Project OR Capital Reserve Project Number, Title, and Amount:**

A.3150 470 – Sheriff - Correction Division – Contracts

*as listed in budget and LOGOS



PROPOSAL REVISIONS

1. INTRODUCTION

Correctional Medical Care, Inc. (CMC) is pleased to submit the following revised elements to its proposal for comprehensive healthcare services for the Warren County Sheriff's Office.

All components of its proposal dated July 26, 2010 and revised November 9, 2010 remain valid and in force with the following staffing clarifications and pricing modifications only.

2. PROPOSED STAFFING

To administer the healthcare program at Warren County Correctional Facility, CMC will provide the staff and hours identified in Table 1. Staff will be on-site each week at the facility. In the event of vacations, leaves of absence, illnesses or holidays of regular nursing staff, per diem or agency staff will be available to cover RN schedules. This staffing plan meets the requirements of the RFP.

- ✓ The Health Services Administrator will be an experienced and qualified manager.
- ✓ Registered Nurse (RN) coverage is provided 24 hours per day, seven days per week.
- ✓ Medical Director/Physician coverage is provided six (6) hours per week. A Nurse Practitioner will cover an additional six (6) hours per week.
- ✓ In support of the Mental Health Program, CMC proposes four (4) hours of Psychiatrist coverage at the County's discretion, plus a seven-day-per-week (day shift) licensed social worker (LMSW).
- ✓ All identified hours shall be spent on-site at the facility, except as is otherwise expressly agreed to by CMC and the Administration.

With the concurrence of the Sheriff, CMC will attempt to retain current staff whenever feasible, provided these personnel meet our qualification guidelines and are approved by the Warren County Correctional Facility.

As necessary, and after consultation with and the approval of the Sheriff, this staffing plan and hours matrix may be adjusted to better meet the healthcare requirements of the inmate population and to complement the requirements and needs of the Warren County Correctional Facility.

All contractual staff (both employees and independent contractors) will comply with sign-in and sign-out procedures on an official time-keeping form as required by the facility and CMC.



Table 1. Staffing Matrix

POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/Wk	FTE
DAY SHIFT									
HSA (RN)	8	8	8	8	8			40.0	1.0
Medical Director	6 hours/week							6.0	0.15
Physician Asst/Nurse Pract (PA/NP)	6 hours/week							6.0	0.15
RN						8	8	16.0	0.4
LPN	8	8	8	8	8			40.0	1.0
Psychiatrist	4 hours/week							4.0	0.1
LMSW	8	8	8	8	8	8	8	56.0	1.4
Dentist		3		3				6.0	0.2
EVENING SHIFT									
RN	8	8	8	8	8	8	8	56.0	1.4
NIGHT SHIFT									
RN	8	8	8	8	8	8	8	56.0	1.4
TOTAL HOURS/FTE per week								286.0	7.2

3. BASE PRICE

Correctional Medical Care, Inc. proposes to provide the comprehensive 24-hour/seven day-per-week healthcare program described herein for a three-year contract at a base price of **one million one hundred fifty-five thousand six hundred eighty-four dollars and zero cents (\$1,155,684.00)** for the first year, payable in twelve equal monthly installments of **ninety-six thousand three hundred seven dollars and zero cents (\$96,307.00)**. An annual escalator of **four and one-half percent (4.5%)** will be applied to years 2 and 3 of the contract. This price includes all healthcare services described in this proposal for the Warren County Correctional Facility and assumes an average daily population of **150** inmates.

4. PER DIEM RATE

CMC has proposed the services herein and calculated its price based on an estimated average daily population of **150** inmates. Each month, the average daily resident population will be calculated by totaling the daily population counts contained in the Facility's daily population reports and dividing the resultant sum by the number of days in that month. Should that average daily inmate resident population, in any calendar month during the term of this agreement, exceed 150 inmates, then the compensation paid to CMC will be increased, on the month after the population increase, by a rate of **three dollars and ninety-one cents (\$3.91)** per inmate per day for each inmate over 150. The rate is subject to the annual 4.5% escalation rate for years 2 and 3 of the contract.



5. PRICING FOR SUBSEQUENT (RENEWAL) YEARS

Should the County exercise its option for a renewal year and extend this contractual arrangement for additional year(s), the annual cost will be as above, adjusted by the medical component of the Consumer Price Index (CPI) for the New York region over the year preceding the date of expiration of the initial term of the contract.

6. AGGREGATE LIMITATIONS

The cost includes an aggregate pool amount of **\$240,000.00** per year for the cost of all off-site healthcare and pharmaceuticals. All outside services such as hospitalizations, emergency room visits, ambulance services, dialysis treatments, etc., as well as all pharmaceutical costs for the Facility will be paid out of this pool amount. All medical services provider costs will be billed at actual cost or Medicaid rate, whichever is less. Any costs in excess of this aggregate amount will be Warren County's financial responsibility. Likewise, should this aggregate amount not be reached in any given contract year, CMC will refund the County **seventy-five percent (75%)** of any unused funds, retaining the remaining twenty-five percent (25%).

7. TERM OF AGREEMENT

This proposal assumes that a contract entered into between Warren County Correctional Medical Care, Inc. will be for a three-year term. Additional optional renewal years may be added at the expiration of this term upon the mutual agreement of both parties.

Contract Termination

CMC understands that Warren County may terminate this contract at any time for CMC's failure to perform, comply with, or observe any agreement or obligation of CMC under the contract, or for any material breach by CMC of the terms and conditions of the contract. For any program selected by the County, CMC requires that termination language be reciprocal for both the County and CMC.

In the unlikely event of contract termination, Warren County will be obligated to reimburse CMC only for those services rendered prior to the date of notice of termination, less any liquidated damages that may be assessed for nonperformance.

Changes in Standards of Care

CMC will not be financially responsible for significant changes in treatment standards, including those associated with the approval of new drug classes, new diagnostic tests or new surgical procedures if such costs are expected to exceed two percent of the contract amount exclusive of population increases. Should there be any such significant and sustained change in the standards of care or scope of services required (e.g. relative to the treatment of Hepatitis C, TB, HIV/AIDS, MRSA, etc.) or a pandemic outbreak or other health-related catastrophe during the term of this contract, the cost increases related to such changes including pharmaceutical, lab and related diagnostics may be negotiated.



8. INVOICING AND PAYMENT

CMC will invoice on a monthly basis in advance of service for services to be rendered in the subsequent month. If for any reason, the contract commences or terminates on a day other than the first or last day of any calendar month, compensation to CMC shall be prorated accordingly for the shortened month.

CMC will submit an invoice in original form monthly to Warren County. This invoice will include all pertinent information, including the applicable contract number, a description of the provided services, any adjustments required to the base price, as well as both the date of the invoice and the date of services. Payments will be made to Correctional Medical Care, Inc., at 920 Harvest Drive, Suite 120, Blue Bell, Pennsylvania 19422.

RESOLUTION REQUEST FORM NO. 10

Request for Transfer of Funds

TO: JOAN SADY, CLERK, WARREN COUNTY BOARD OF SUPERVISORS

FROM: Nathan H. York Sheriff
Name of Department

SIGNED: 

DATE: November 21, 2013

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A.3110 110	L.E. Salaries	A.3110 120	L.E Overtime	\$25,000.00
A.3110 442	L.E. Gas & Oil	A.3020 428	911 Data Processing	6,000.00
A.3110 110	L.E. Salaries	A.3150 120	Jail Overtime	40,000.00
A.3150 445	Jail / Foods	A.3150 120	Jail Overtime	44,000.00
A.3150 413	Jail / Repair & Maint.	A.3150 435	Jail Medical	2,000.00
A.3150 445	Jail / Foods	A.3150 435	Jail Medical	15,000.00
A.3150 469	Jail /Other	A.3150 435	Jail Medical	4,000.00
A.3150 470	Jail / Contracts	A.3150 435	Jail Medical	8,000.00
General Fund Surplus		A.3150 120	Jail Overtime	85,000.00

Please state reason for transfers requested: Adjusting codes in the black.

*Please note: All amounts must be in whole dollars – no cents. !! FORMTEXT ¶ 1

CONTINGENT FUND TRANSFER REQUESTS

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A.1990 469	Contingent Account- Other Payments/Contributions			

Please state reason for transfer request: Keep code in black at end of year

Please file original request with Clerk of the Board and retain copy for your records.