



ALBEMARLE-CHARLOTTESVILLE REGIONAL JAIL AUTHORITY

(SERVING ALBEMARLE, CHARLOTTESVILLE, NELSON)

160 Peregrory Lane

Charlottesville, Virginia 22902

Phone: (434) 977-6981 Fax: (434) 951-1339

Web: <http://www.acrj.org>

Col. Martin Kumer, Superintendent (ext. 230)

Mrs. Marce B. Anderson, Clerk (ext. 229)

Board Business Meeting

September 10, 2020 (12:30 – 2 p.m.)

Zoom Conference • Albemarle-Charlottesville Regional Jail, 160 Peregrory Lane, Charlottesville, VA

AGENDA

(Action/Information)

I. ACRJ Board Meeting – Call to Order

Adopt Meeting Agenda

Action Item

II. Consent Agenda

For Approval:

- 1) Draft Summary Minutes July 9, 2020 ACRJA Board Bi-Monthly Business Meeting
- 2) June 2020 Financials – unaudited

Action Item
Informational Item

Informational

- 1) Administrative Reports
 - a) Personnel Report – thru August 2020
 - b) Out of Compliance Report - August 2020
 - c) Census Report –FY 2020 Final
 - d) Work Force Report / VDOT Report / Litter Control Report –No Change from March packet
 - e) Special Management Report – August 2020
- 2) Final Summary Minutes June 11, 2020 ACRJA Board Bi-Monthly Business Meeting

I. Matters from the Public – (Time Limit: 3 Minutes / 2 Minutes if more than 9 speakers – no longer than 30 minutes)

II. Matters from ACRJA Attorney – Brendan Hefty

III. Matters from ACRJA Board Members

IV. Matters from Business Manager – Jeff Brill

- 1) Correct RX Invoices
- 2) FY 21 Budget Shortfall

Action Item
Informational Item

V. Matters from Superintendent – Colonel Martin Kumer

- 1) Purchase Authority
- 2) Hazardous Duty Pay
- 3) COVID Policy and Procedures / Q&A Thomas Jefferson Health District (Ryan McKay)

Action Item
Action Item
Informational Item

VI. New Business –

VII. Closed Session - if needed

Action Item

X. Adjournment

Action Item

NEXT MEETING: November 12, 2020

Agenda Items for upcoming ACRJA Board Bi-Monthly Business Meetings:

Authority Board

Doug Walker (Albemarle)
Sheriff Chan Bryant (Albemarle)
Cyndra Van Clief (Albemarle)
Diantha McKeel (Albemarle) - Chair

Sheriff James E. Brown, III (Charlottesville)
Kristin Clarens (Charlottesville)
Nikuyah Walker (Charlottesville)
Dr. Tarron Richardson (Charlottesville) – Vice Chair

Jay James (Joint Representative)
Sheriff David Hill (Nelson)
Stephen Carter (Nelson)

Bi Monthly Board July 9, 2020

DRAFT

Summary Minutes of the Albemarle Charlottesville Regional Jail Authority Board Meeting July 9, 2020

Jail Board Members Present:

Ms. Diantha McKeel
Mr. Jay James
Mrs. Cyndra Van Clief
Sheriff Chan Bryant
Mr. Doug Walker
Sheriff James Brown
Dr. Tarron Richardson
Mr. Steve Carter
Sheriff David Hill

Jail Board Members Absent:

Mrs. Kristin Clarens
Mayor Nikuyah Walker

Others Present:

Colonel Martin Kumer
Mrs. Marce Anderson
Mr. Jeff Brill
Mr. Brendan Hefty

The meeting was called to order at 12:32 pm by Chairperson Diantha McKeel. Ms. McKeel asked Mr. Hefty to read a statement regarding the meeting. Mr. Hefty stated that this meeting is being held electronically via the Zoom Video Conference Call platform due to the Covid-19 Pandemic.

Ms. McKeel completed a roll call of all meeting attendees:

Stephen Carter – Nelson County Executive
Sheriff David Hill – Nelson County Sheriff
Cyndra Van Clief – Albemarle County Citizen Representative

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Kristin Clarens – Charlottesville Citizen Representative (not present)

Dr. Tarron Richardson – Charlottesville City Manager

Doug Walker – Albemarle Deputy County Executive

Jay James – Joint Citizen Representative

Mayor Nikuyah Walker – City of Charlottesville Mayor (not present)

Sheriff James Brown – City of Charlottesville Sheriff

Sheriff Chan Bryant – Albemarle County Sheriff

Diantha McKeel – Albemarle Board of Supervisors

Ms. McKeel advised that this is a business meeting as well as a work session. There are 2 items on the agenda: discussion around the facility condition assessment as well as a closed session item to discuss the evaluation of Superintendent Kumer.

Ms. McKeel stated that she would entertain a motion to approve the consent agenda. Dr. Richardson made a motion to approve the consent agenda. Mr. Walker seconded the motion. The motion carried.

Mr. Walker made a motion to adopt the agenda. Sheriff Brown seconded the motion. The motion carried.

Ms. McKeel advised that if any members of the public had comments that they would like to make during the meeting they are able to post them in the comment portion of the meeting or email Mrs. Anderson their comment. All comments will be made part of the official record.

Matters from Brendan Hefty, ACRJA Attorney:

Mr. Hefty had no matters to discuss.

Matters from the ACRJA Board Members:

There were no matters from board members for discussion.

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Matters from Jeff Brill, Business Manager:

There were no matters from Mr. Brill for discussion.

Matters from Colonel Martin Kumer, Superintendent:

Colonel Kumer introduced CARDNO. Byron Dunlap introduced himself as the primary report writer of the assessment. Cornell Sims Charlottesville, VA CARDNO branch manager and ACRJ project manager. Cole Stiteler completed the mechanical assessments for this project. Also present at the meeting was the Charlottesville facilities representative Scott Hendrix and the Albemarle facilities representative Blake Abplanalp. Mr. Dunlap referenced a power point presentation of the completed FCA for the boards review (attached to the conclusion of the minutes). At the conclusion of Mr. Dunlap's presentation, Ms. McKeel requested the meeting attendees ask any questions they may have. Mr. James wanted to go on record regarding how well the assessment was done. Mr. James inquired as to whether or not something can be done now to improve the ventilation within the facility for the safety of inmates as well as staff. Mr. Stiteler stated that they did assess the HVAC system. We did not recommend a study but it may be something that may want to be done in the future. Mr. Abplanalp stated that there are several pieces of equipment that are into the critical category and you recommended replacement. Mr. Abplanalp believes that a hard look should be taken at those pieces of equipment for replacement especially now with there being such a focus on air circulation at this time. The diesel generator is another piece of equipment that should be paid close attention. Windows were another area to be looked at whether or not they should continue to be sealed, or if it is something that should be considered for replacement with an energy efficient window, in addition to converting lighting fixtures over to LED. Mr. Hendrix asked Mr. Stiteler if the replacement of mechanical systems was an in kind replacement. Mr. Stiteler stated that they are in kind, however, if replacement is done, he would not recommend in kind. The replacement should be a more efficient product. Mr. Hendrix stated that if you were to replace with in kind equipment, the cost would be lower but you would be sacrificing efficiency. Colonel Kumer advised that whenever a major system is being replaced, we always look at best practices. We rarely replace in kind, and this is something that we have been doing and will continue to do. Mr.

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Walker stated that although this was a great start, it is not all that the board will need to determine the best use of the space within the facility for the programs and services that are being offered. The jail would benefit from a planning stand point on how the space within the jail could be modernized in order to meet the needs of the jail's staff and inmates, not just the condition of the facility. Dr. Richardson agreed and stated that the assessment will provide us with some guidance in terms of how we move forward with preparing the CIP and how we look at funding it year after year in terms of a replacement program. Colonel Kumer introduced Mr. Pat Strollo who is one of the premier experts as far as design and best practices for jails. He has a lot of experience in construction across the country with prisons and jails. He was also the lead architect on the addition that was done here in 2000. He is very familiar with this facility. Mr. Strollo stated that the virus is weighing very heavily on jail and prison design right now. When the jail addition was designed, we were using 100% fresh air. That will help with virus protection. You should also consider using the ultra violet light in the air supplies and looking at the distribution systems. Mr. Strollo advised that the old cell block areas and he can understand the enormous operations costs associated with that portion of the jail. The old linear jail blocks should be gutted. There is a way to set that up in order give great visibility. It would have a profound effect on staffing. Mr. Strollo encouraged some sort of operations study to determine what kind of staffing ratios we could come up with, in addition to the cost to take care of the future needs of the jail. Mr. Strollo stated that the FCA was a great first step.

Closed Session:

Mr. Hefty requested the board consider a motion to convene in closed session pursuant to Virginia Code section 2.2-3711A1 for discussion of a personnel matter pertaining to the annual review of the Superintendent of the jail. The motion was made by Mrs. Van Clief and seconded by Dr. Richardson. The motion carried. The meeting continued in closed session.

Mr. Hefty requested the board consider a motion to return to open session and certification by roll call vote that only the matter identified in the motion to convene in closed session and lawfully exempted under the Freedom of

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Information Act was heard, discussed or considered. Mr. Walker made the motion. The motion was seconded by Dr. Richardson. Roll call was as follows:

Mr. Walker – Yes

Mr. Carter - Yes

Sheriff Hill - Yes

Mrs. Van Clief - Yes

Dr. Richardson - Yes

Mr. James - Yes

Sheriff Brown - Yes

Sheriff Bryant - Yes

Ms. McKeel – Yes

The motion carried.

New Business –

There was no new business

The meeting was adjourned at 1:58 pm.

DRAFT



Albemarle Charlottesville Regional Jail Facility Condition Assessment Services *Board Presentation*

July 9, 2020

Project Background



- > The project scope includes conducting a Facility Condition Assessment (FCA)
 - Defining the existing conditions of the facility
 - Determining the estimated useful life for building systems and components
 - Determine repair, renovation, and replacement requirements of building systems and components



FCAs are visual surveys intended to identify problems and general costs and are not intended to be an engineering analysis nor repair design documents of each separate system (e.g. structural systems, electrical, etc.).

Facility Condition Assessment Methodology



- > The Cardno Team, composed of assessors and a team lead, conducted an inventory of building components and an assessment of their physical condition.
- > The team utilized PARAGON, a web-based application, to gather inventory (Uniformat II) data and assist in the evaluation and assessment of the inventory items in each building.



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Facility Condition Assessment Methodology



- > The FCA included an assessment of the following building systems for selected facilities
 - *roof systems, building exterior elements, structural systems, and interior finishes as well as the mechanical/heating ventilation and air conditioning (HVAC), electrical, plumbing, lab equipment and conveying systems.*
- > Condition and description of each facility system.
- > Identify Work Items - Work Packages.
- > Prioritized Maintenance Action Plan for the deferred maintenance items and forecast maintenance, repair, and renewal costs for 10-years.

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Facility Condition Assessment Methodology



> WORK PACKAGES - DEFERRED MAINTENANCE

- These specific deficiencies or deferred maintenance needs, become work items that have a problem / solution and planning level cost estimate to address the problem. These work items are then organized as work packages to plan for work that should be completed together for efficiency. This information is then used to prioritize current repair needs (work items/work packages) over a 5-year timeframe, which becomes a Maintenance Action Plan.

> FORECASTED WORK (RECAPITALIZATION)

- As the age of an inventory item approaches the end of its Estimated Service Life (ESL), PARAGON asset management software assumes the inventory item will be renewed which means being replaced in kind. The sum of the renewal costs based upon inventory items reaching the end of their service life is the recapitalization cost.

> ESTIMATED ANNUAL MAINTENANCE

- Annual maintenance costs are a reflection of the annual cost to maintain facilities in good working condition. This includes preventive maintenance on facilities, systems, components, and equipment as well as minor repairs.

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Prioritization / Condition Metrics



> Facility Condition Index (FCI)

Reflecting the condition of a facility

$$FCI = \frac{\text{Repair Costs (Deficiencies)}}{\text{Plant Replacement Value}}$$

> Mission Criticality Index (MCI)

Used to prioritize deficiencies

- MC-I: Catastrophic
- MC-II: Critical
- MC-III: Marginal
- MC-IV: Negligible

> Direct Condition Rating (DCR)

Sets current condition of inventory

> Condition Index (CI)

Non-financial based metric of condition

Direct Condition Rating (DCR) Definitions		
Rating	SRM Needs	Rating Definition
Green (+) G(+) = 100	Sustainment consisting of possible preventive maintenance (where applicable).	Entire component-section or component-section sample free of observable or known distress.
Green G = 95	Sustainment consisting of possible preventive maintenance (where applicable) and minor repairs (corrective maintenance) to possibly few or some subcomponents.	No component-section or sample serviceability or reliability reduction. Some, but not all, minor (non-critical) subcomponents may suffer from slight degradation or few major (critical) subcomponents may suffer from slight degradation.
Green (-) G(-) = 88		Slight or no serviceability or reliability reduction overall to the component-section or sample. Some, but not all, minor (non-critical) subcomponents may suffer from minor degradation or more than one major (critical) subcomponent may suffer from slight degradation.
Amber (+) A(+) = 80	Sustainment or restoration to any of the following: Minor repairs to several subcomponents; significant repair, rehabilitation, or replacement of one or more subcomponents, but not enough to encompass the component-section as a whole; or combinations thereof.	Component-section or sample serviceability or reliability is degraded but adequate. A very few major (critical) subcomponents may suffer from moderate deterioration with perhaps a few minor (non-critical) subcomponents suffer from severe deterioration.
Amber A = 71		Component-section or sample has significant serviceability or reliability loss. Most subcomponents may suffer from moderate degradation or a few major (critical) subcomponents may suffer from severe degradation.
Amber (-) A(-) = 61		Component-section or sample has significant serviceability or reliability reduction in component-section or "sample. A majority of subcomponents are severely degraded and others may have varying degrees of degradation.
Red(+) R(+) = 50		Severe serviceability or reliability reduction to the component-section or sample such that it is barely able to perform. Most subcomponents are severely degraded.
Red R = 39		Overall component-section on degradation is total. Few, if any subcomponents salvageable. Complete loss of component-section or sample serviceability.
Red (-) R(-) = 26		

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Facility Condition Assessment Results / Report



Table 5: Facility Condition Comparison

Area Evaluated	Size (sf)	No. Facilities	PRV	FCI	Work Items	Work Packages	Project Value
ACRJ	123,578	1	\$36,308,576	0.057	45	15	\$1,943,980

Table 6: Condition Index (CI) Analysis

Uniformat L2	Uniformat Name	Average of Rating (DCR)	CI	CI (1-100)
A10	Superstructure/Foundations	0.70	0.70	70.0
A20	Superstructure/Basement Construction	0.70	0.70	70.0
B10	Shell/Superstructure	0.70	0.70	70.0
B20	Shell/Exterior Enclosure	0.71	0.76	76.3
B30	Shell/Roofing	0.62	0.60	60.1
C10	Interiors/Interior Construction	0.69	0.68	67.9
C20	Interiors/Stairs	0.67	0.69	68.6
C30	Interiors/Interior Finishes	0.68	0.66	65.8
D10	Services/Conveying	0.70	0.74	74.0
D20	Services/Plumbing	0.61	0.63	63.5
D30	Services/HVAC	0.60	0.52	52.3
D40	Services/Fire Protection	0.60	0.70	70.0
D50	Services/Electrical	0.59	0.72	71.7
ACRJ Total		0.65	0.69	69.5

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Facility Condition Assessment Results / Report



Asset Summary and History Report

Albemarle Charlottesville Regional Jail
2 - Albemarle Charlottesville Regional Jail



FAC Code and Description	7312-Prison/Confinement Facility
Year Built	1978
Floors Above Grade	3
Floors Below Grade	0
Plant Replacement Value	\$36,308,576
Detail Replacement Value	\$37,697,614
FCI 0.0265	FCI (100-1) 97
Active Work Items	3-Rellevant
Geo Adj Region	Charlottesville
Regional Cost Factor	1.02

Location	Name	Management	Name
160 Peregrine Lane Charlottesville, Virginia 22906 United States	Jeff Brill	Business Manager	William Thomas
		Title/Role POC	
	Company Albemarle Charlottesville Regional Jail	Company Albemarle Charlottesville Regional Jail	

Asset Summary

ACRJ is comprised of one Facility which is located at 160 Peregrine Lane, Charlottesville, VA 22906. The original jail facility was built in 1974, renovations and an addition to the original jail was accomplished in 1988, including ground floor housing and Eastside Recreation expansion and, in 1998 another addition including further housing units, Medical and Intake expansion was included in the current 123,578 square feet of the current facility. Approximately 5,000 inmates are processed through the Facility each year. The facilities are aging, in need of more frequent repairs and, upgrades are becoming necessary.

Asset History

Construction of this building commenced in 1974, occupation in 1978. The first expansion of the building, in 1990, included the addition of the Eastside Gym, Offices, Classroom, 700 Cellblock, and 800 Cellblock. The 1990 expansion also included the transformation of two multipurpose rooms into Cellblocks 04 and 05. The 1998-2001 expansion included the addition of the Intake/Sallyport, Medical, Work Release Offices, Housing Unit 1, Housing Unit 2, Housing Unit 3, Office Space, and the Laundry. Renovations that took place during the 1998-2001 expansion included the Kitchen, Prisoner Department, and the Eastside Classroom, also, converting some cellblocks into the Work Release Block, and adding FCIU to provide air conditioning to all of the previously existing cellblocks.

Additional Photos



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Narrative Descriptions

Albemarle Charlottesville Regional Jail
2 - Albemarle Charlottesville Regional Jail



D20 PLUMBING	D020 DOMESTIC WATER DISTRIBUTION
This facilities water distribution is a combination of copper and PVC piping, which is in good to poor condition.	
D20 PLUMBING	D030 SANITARY WASTE
This facilities waste system is a combination of cast iron, PVC and a lift station, which is in good to fair condition.	
D20 PLUMBING	D040 RAIN WATER DRAINAGE
This facilities rain water drainage is cast iron and has a sump pump, which are in good condition.	
D30 HVAC	D030 HEAT GENERATING SYSTEMS
The facility has three boilers for heating and hot water, which are in fair condition. There are several unit heaters throughout the facility that are in good condition.	
D30 HVAC	D030 COOLING GENERATING SYSTEMS
The facilities cooling is generated by two rotary-screw chillers which are in fair condition and two cooling towers which are in good condition. There are also several mini-split and split systems, which are in good condition.	
D30 HVAC	D040 DISTRIBUTION SYSTEMS
The facilities conditioned air is distributed by ducting which appears to be in good condition. The conditioned air is circulated by a series of AHU and HV units, which are in fair to poor condition.	
D30 HVAC	D050 TERMINAL & PACKAGE UNITS
The facility has five roof top units which are in good condition. There is one unit that has been abandoned in place.	
D30 HVAC	D060 CONTROLS & INSTRUMENTATION
The facility has pneumatic controls, which are not currently functioning and are in poor condition.	
D40 FIRE PROTECTION	D40 2 LIFE SAFETY
The facility has a fire alarm system that is in good condition.	
D40 FIRE PROTECTION	D4010 SPRINKLERS
This facility has a wet sprinkler system with a 1250 GPM fire pump, which is in good condition.	
D40 FIRE PROTECTION	D4020 STANDPIPE SYSTEMS
This facility has a sprinkler standpipe, which is in good condition.	
D50 ELECTRICAL	D50 2 EMERGENCY LIGHTING / POWER
The facility has emergency lighting in poor to good condition. The facility has a diesel emergency generator in fair condition.	
D50 ELECTRICAL	D5010 ELECTRICAL SERVICE & DISTRIBUTION
The facility is served with a 2,000 Amp, 480/277 Vol. 3 Phase electrical service that is fed underground to the switchgear. The electrical distribution system is in good to fair.	
D50 ELECTRICAL	D5020 LIGHTING & BRANCH WIRING
The facility has a majority of fluorescent fixtures that are being converted to LED as re-lamping is needed. The fixtures are in good to poor condition.	



Facility Condition Assessment Results / Report



Maintenance Action Plan				
Asset Name	Recommended Year	Work Package Name	Building Component	Cost
Albemarle Charlottesville Regional Jail	2021	Upgrade Electrical Panels	Electrical	\$255,223
Albemarle Charlottesville Regional Jail	2021	Replace Roof Top Unit	HVAC	\$80,182
Albemarle Charlottesville Regional Jail	2022	HVAC Replacement	HVAC	\$577,341
Albemarle Charlottesville Regional Jail	2023	HVAC Replacement 2	HVAC	\$621,238
Albemarle Charlottesville Regional Jail	2024	Reseal Windows	Exterior Enclosure	\$48,404
Albemarle Charlottesville Regional Jail	2024	Life Safety-Test Carbon Monoxide Sensors	Fire Protection	\$2,194
Albemarle Charlottesville Regional Jail	2024	Replace Elevator	Conveying	\$107,388
Albemarle Charlottesville Regional Jail	2024	Plumbing Repairs	Plumbing	\$46,064
Albemarle Charlottesville Regional Jail	2025	Repair Rigid Insulation	Roofing	\$15,674
Albemarle Charlottesville Regional Jail	2025	Replace Interior Fixtures	Electrical	\$42,807
Albemarle Charlottesville Regional Jail	2025	Replace Interior Finishes	Interior Finishes	\$127,851
Albemarle Charlottesville Regional Jail	2025	Replace Flooring	Interior Finishes	\$32,594
Albemarle Charlottesville Regional Jail	2025	Repair Cabinets	Interior Construction	\$9,948
Land - Albemarle Charlottesville Regional Jail	2025	Repair Security Gate	Site Improvements	\$14,212
Land - Albemarle Charlottesville Regional Jail	2025	Replace Exterior Light Fixtures	Site Electrical Utilities	\$73,025
Grand Total				\$2,054,145

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Facility Condition Assessment Results / Report



Renewal Cost Forecast		Year									
Asset Name		2021	2024	2025	2026	2027	2028	2029	2030	Grand Total	
Albemarle Charlottesville Regional Jail		\$7,080	\$16,309	\$2,172	\$33,757	\$121,231	\$30,402	\$414,017	\$634,603	\$1,759,602	
Electrical		\$7,080						\$140,017		\$147,097	
Interior Lighting, CFL		\$7,080								\$7,080	
Interior Lighting, FL - 2 Lamp T12								\$101,442		\$101,442	
Interior Exit Lighting								\$6,837		\$6,837	
Interior Lighting, High Intensity - High Pressure Sodium								\$9,607		\$9,607	
Main Lugs, 277/480 V, 600 amp								\$15,083		\$15,083	
Exterior Lighting - Metal halide, wall pack, > 250 W								\$7,048		\$7,048	
HVAC								\$445,200		\$445,200	
Kitchen Exhaust/Make-Up Air - 5,000 CFM								\$78,700		\$78,700	
Roof Exhaust Fan, 1 HP, 2,240 CFM								\$104,933		\$104,933	
Central Station - 10,000 CFM, VAV								\$136,215		\$136,215	
Two Pipe Fan Coil Units - 1 ton								\$125,352		\$125,352	
Interior Construction								\$148,870		\$148,870	
Aluminum Balcony Rail											
Security Gate (4'0" X 8'0")											
Toilet Partition, Wall Hung Plastic Laminate											
Interior Finishes											
Carpet Squares											
Commercial Grade Carpeting, 35oz Nylon											
Epoxy Floor Coating on Concrete											
Paint Finish on Concrete Floor											
Paint to Walls, 2 Coats Using Roller											
Vinyl Tile 1/8" X 12" X 12"											
Wood Paneling Sheet Wall Covering											
Paint Exposed Steel Joists & Roof Deck											
Special Epoxy Wall Coating											
Plumbing											
Water Booster Pump, 20HP											
Water Booster Pump, 15HP											
Shower Head w/Control Valves											
Land - Albemarle Charlottesville Regional Jail											
Interior Construction								\$25,928		\$25,928	
Security Gate (4'0" X 8'0")								\$25,928		\$25,928	
Grand Total		\$7,080	\$16,309	\$2,172	\$33,757	\$121,231	\$30,402	\$439,976	\$634,603	\$1,285,530	

Maintenance Cost Forecast		Year										
Asset Name		2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	Grand Total
Albemarle Charlottesville Regional Jail		\$53,157	\$57,514	\$58,947	\$59,868	\$598,269	\$616,237	\$634,725	\$653,768	\$673,388	\$693,581	\$6,093,888
Conveying		\$18,094	\$18,575	\$19,132	\$19,706	\$20,297	\$20,906	\$21,534	\$22,180	\$22,845	\$23,530	\$206,739
Electrical		\$70,650	\$72,769	\$74,952	\$77,201	\$79,517	\$81,902	\$84,360	\$86,890	\$89,497	\$92,182	\$809,920
Exterior Enclosure		\$176,496	\$181,791	\$187,245	\$192,862	\$198,648	\$204,607	\$210,745	\$217,068	\$223,580	\$230,287	\$2,023,329
HVAC		\$96,595	\$99,493	\$102,478	\$105,552	\$108,718	\$111,980	\$115,339	\$118,800	\$122,364	\$126,034	\$1,107,353
Interior Construction		\$55,480	\$57,145	\$58,859	\$60,625	\$62,444	\$64,317	\$66,246	\$68,234	\$70,281	\$72,389	\$636,020
Plumbing		\$74,368	\$76,599	\$78,897	\$81,263	\$83,701	\$86,212	\$88,799	\$91,463	\$94,207	\$97,033	\$852,542
Roofing		\$6,961	\$7,170	\$7,385	\$7,606	\$7,834	\$8,069	\$8,311	\$8,561	\$8,818	\$9,082	\$79,797
Fire Protection		\$32,990	\$33,979	\$34,999	\$36,049	\$37,130	\$38,244	\$39,391	\$40,573	\$41,790	\$43,044	\$378,189
Land - Albemarle Charlottesville Regional Jail		\$24,496	\$25,180	\$25,938	\$26,714	\$27,513	\$28,343	\$29,199	\$30,067	\$30,967	\$31,897	\$260,750
Site Improvements		\$18,221	\$18,768	\$19,330	\$19,911	\$20,507	\$21,123	\$21,756	\$22,410	\$23,081	\$23,774	\$208,881
Site Civil/Mechanical Utilities		\$2,594	\$2,672	\$2,752	\$2,835	\$2,920	\$3,008	\$3,098	\$3,191	\$3,286	\$3,385	\$29,741
Site Electrical Utilities		\$3,631	\$3,740	\$3,852	\$3,968	\$4,087	\$4,210	\$4,336	\$4,466	\$4,600	\$4,738	\$41,628
Grand Total		\$556,020	\$572,701	\$589,881	\$607,578	\$625,803	\$644,578	\$663,915	\$683,836	\$704,349	\$725,478	\$6,374,139

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Facility Condition Assessment Results / Report



Work Package Detail

Albemarle Charlottesville Regional Jail
2 - Albemarle Charlottesville Regional Jail



Work Package Number	Work Package Title
D30-97259	HVAC Replacement
Primary Work Classification	D30-HVAC
Budget Category/Account	Sustainment-Deficiency Repairs/Replacements
Work Execution Method	Contractor
Work Execution Status	Active - Pre Work Reception Board
Work Execution Status Date	06/05/2020
Oldest Work Item Observed	2020
Estimated ROI	-0.5 %

Work Package Links

Project ID	
CMMS ID	
Other ID	
Average Priority Ratings	
Priority Rating	4.40
Impact Score	7.70
Risk Reduction Index	6.29

Package Description

Work Items Included In Work Package

Work Item ID	Work Item Name	Original Estimate Year (OEY)	Direct Cost (OEY)	Direct Cost w/Burden (OEY)	Current Year Cost (w/Burden & Inflation)
D300004001-104900	Replace Compressor	2020	\$5,147.00	\$8,235.00	\$8,235.00
D304008008-104902	Replace HV-1	2020	\$60,525.00	\$96,840.00	\$96,840.00
D300001001-104903	Replace HVAC Controls	2020	\$13,880.00	\$22,176.00	\$22,176.00
D304008009-104904	Replace AHU-5	2020	\$61,997.00	\$99,195.00	\$99,195.00
D304008009-104907	Replace AHU-1	2020	\$61,997.00	\$99,195.00	\$99,195.00
Total Work Package Cost			\$203,626.00	\$325,641.00	\$325,641.00

Work Item Detail

Albemarle Charlottesville Regional Jail
2 - Albemarle Charlottesville Regional Jail



Work Item Number	Work Item Name	Year Observed
D306004001-104900	Replace Compressor	2020
Inventory Classification	D306004001 - Controls, Air Compressor	
Description		
Section	-	
Distress Type	Deteriorated	
Work Category	Repairs and Replacements	
Green Opportunity		
Green Evaluation		
Assigned to Work Package?	Yes	
Work Package ID	D30-97259	
Budget Category/Account	Sustainment-Deficiency Repairs/Replacements	



Status	Active
Current DCR	R+
Estimated Improved DCR	G+
Priority Rating	4 - Necessary, Not Yet Critical
Recommend Full Component Replacement	Yes
Impact Type	Mission
Impact Score	9.0
Severity	Category I - Catastrophic
Failure Probability	Subcategory B-Failure is predicted within a year after the inspection.
ACI Priority	3- Relevant
SCI Priority	4 - Significant
DCR Priority	4- Significant
Risk Reduction Index	6.40

Problem Statement

The compressor is severely deteriorated and replacement is recommended.

Code Reference

Solution Statement

Replace the compressor.

Location Details

Floor(s)	Room(s)	Area Description						
Cost Description	Qty	UOM	Labor	Equip	Material	Other	Burden	Total
Replace compressor, system	1	Ea	\$129.00	\$0.00	\$5,018.00	\$0.00	\$3,088.00	\$8,235.00
Total Cost with Burden								\$8,235.00

11



Facility Condition Assessment Results / Report



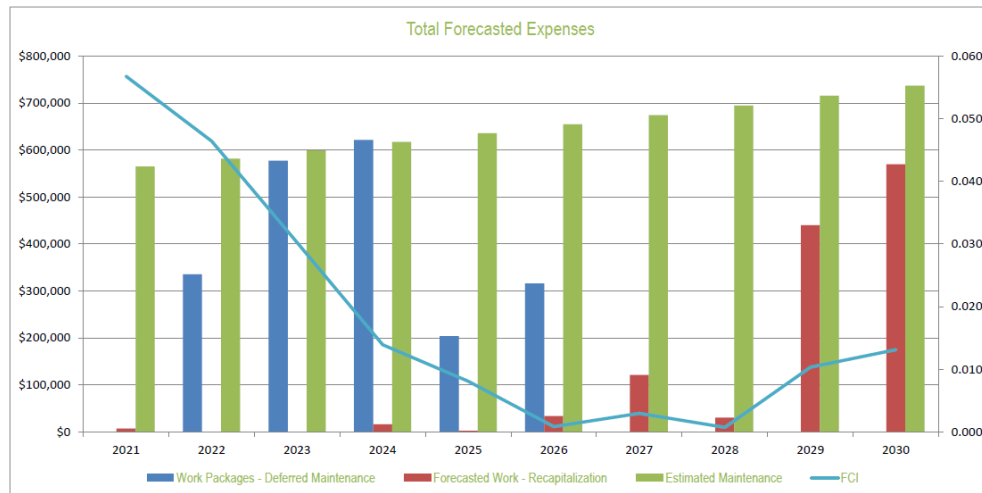
Table 8: Overall Portfolio 10 Year Summary Maintenance and Recapitalization Plan

Total Forecasted Expenses										
Year	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Work Packages - Deferred Maintenance	\$335,406	\$577,341	\$621,238	\$204,050	\$316,110	\$0	\$0	\$0	\$0	\$0
Forecasted Work - Recapitalization	\$7,080	\$0	\$0	\$16,309	\$2,172	\$33,757	\$121,231	\$30,402	\$439,976	\$569,688
Estimated Maintenance	\$564,762	\$581,706	\$599,156	\$617,131	\$635,643	\$654,713	\$674,354	\$694,588	\$715,423	\$736,886
PRV	\$36,308,576	\$37,034,748	\$37,775,442	\$38,530,951	\$39,301,570	\$40,087,602	\$40,889,354	\$41,707,141	\$42,541,284	\$43,392,109
FCI	0.057	0.046	0.030	0.014	0.008	0.001	0.003	0.001	0.010	0.013
Total	\$907,248	\$1,159,047	\$1,220,394	\$837,490	\$953,925	\$688,470	\$795,585	\$724,990	\$1,155,399	\$1,306,574

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Facility Condition Assessment Results / Report



13



Facility Condition Assessment Results / Report



Uniformat - Level 2	Uniformat Level 2 Name	Service Life (RSL) Years
B20	Shell/Exterior Enclosure	33
B30	Shell/Roofing	11
C10	Interiors/Interior Construction	22
C30	Interiors/Interior Finishes	21
D10	Services/Conveying	19
D20	Services/Plumbing	17
D30	Services/HVAC	15
D40	Services/Fire Protection	22
D50	Services/Electrical	14
Building Average		19

14



**ALBEMARLE-CHARLOTTESVILLE REGIONAL JAIL AUTHORITY
EXECUTIVE SUMMARY**

<p><u>AGENDA TITLE:</u> June 30, 2020 YTD unaudited Financial Report</p> <p><u>SUBJECT/PROPOSAL/REQUEST:</u> Matters from Business Manager</p> <p><u>STAFF CONTACTS:</u> Superintendent: Kumer & Brill</p>	<p><u>AGENDA DATE:</u> <u>ITEM NUMBER:</u> September 10, 2020</p> <p><u>FORMAL AGENDA:</u> <u>ACTION:</u> <u>INFORMATION:</u> Yes</p> <p><u>CONSENT AGENDA:</u> <u>ACTION:</u> <u>INFORMATION:</u></p> <p><u>ATTACHMENTS:</u> Yes</p>
--	--

Compensation and benefits came in under budget (\$306,826) due to:

- Wages is came in under budget (\$261,506) due to the number of vacancies.
- Overtime Wages came in over \$51,118 staff shortage.

Operating expense came in over \$435,506.

- Professional Services came in over \$281,591 due to utilization of outside nursing agency to come for nurses on medical leave and vacancies.
- Health Services is over \$147,068 due to inmate health insurance cost.
- Repairs and maintenance building is over \$83,591 due to HVAC repairs
- Water and Sewer came in over \$40,759 due to cost increase and water usage.

Capital expense came in over budget \$146,346 due to unbudgeted fence repair, skillet grazing pan, backup power unit, Johnson heat controls replacement.

Total expenditures came in over budget \$275,026.

Operating income is estimated to come in over budget \$321,703.

- Interest income is estimated to come in over budget \$30,661.
- Covid recovery is a new account that accounts for revenue from localities in the amount of \$122,384 to cover Covid cost.
- Telephone revenue came in over budget \$95,172 due to new contract.
- Canteen Education reimbursement came in over \$230,000. ACRJ used canteen funds to cover teacher's salaries to assist with budget shortfalls.
- State per deim came in under budget \$185,635 due to decreased population as the result of Covid.
- SCAAP funds came in over budget \$50,265 due to ACRJ receiving two years of funding at one time.

Net Income came in at **\$46,677** over budget. **Yearend hasn't been finalized and net income will be presented in November after the audit is complete.**

Recommendations: None

Albemarle-Charlottesville Regional Jail
Detailed Expenses and Revenues
June 30, 2020

	G	H	R	S	T	U	V	W	X
1	OBJECT DESCRIPTION:	FY 2020 Budget	APRIL	MAY	JUNE	YTD	Percent of Budget =100%	June 2020 Extrapolation	Variance
2	Total Combined Oper. Exp.:								
3	Total Combined Compensation:								
4	Salaries - regular	8,675,824	686,315	702,452	667,701	8,367,184	96.44%	8,367,184	(308,640)
6	Overtime wages	145,000	25,341	3,363	2,325	161,214	111.18%	161,214	16,214
8	Overtime - Reimbursable	7,000	0	0	0	19,186	274.09%	19,186	12,186
9	Part-time wages	191,944	16,437	14,753	19,271	243,062	126.63%	243,062	51,118
10	PT/wages - board member	2,100	0	0	600	1,200	57.14%	1,200	(900)
11	Shift Differential	50,000	4,307	4,732	4,610	51,838	103.68%	51,838	1,838
12	Hazzardous pay		41,850	36,263	44,226	122,339	#DIV/0!	122,339	122,339
13	Accrued annual leave		0	0	27,329	27,329	#DIV/0!	27,329	27,329
14	FICA	693,837	57,803	56,820	55,081	669,744	96.53%	669,744	(24,093)
15	VRS @ 10.94%	940,605	72,521	70,341	70,995	868,353	92.32%	868,353	(72,252)
16	VLDP- disability	3,600	531	531	563	5,554	154.28%	5,554	1,954
17	Life Part Time	500	0	0	0	-	0.00%	0	(500)
18	VRS Hybrid	14,000	2,021	2,022	2,089	20,783	148.45%	20,783	6,783
19	Health insurance 8,280	1,355,101	104,606	102,545	103,242	1,262,393	93.16%	1,262,393	(92,708)
20	Dental insurance \$250	38,640	2,840	2,780	2,781	34,120	88.30%	34,120	(4,520)
21	HSA contribution	40,000	1,564	1,564	1,564	15,185	37.96%	15,185	(24,815)
22	VRS group life 1.31%	114,308	8,926	8,663	8,755	106,469	93.14%	106,469	(7,839)
23	Group life - part-time	500	0	0	0	-	0.00%	0	(500)
24	Line of Duty	40,000				38,294	95.74%	38,294	(1,706)
25	Unemployment insurance	5,000	0	389	0	389	7.78%	389	(4,611)
26	Workers' compensation	105,000	0	0	(1,067)	101,497	96.66%	101,497	(3,503)
28	Subtotal Comp. & Benefits	\$12,422,959	1,025,062	1,007,218	1,010,065	12,116,133	97.53%	\$12,116,133	(\$306,826)
29			1,025,062	1,007,218	1,010,065	12,116,133			
30	Total Combined Operating Expenditures:								
31	Professional Services	7,450	22,016	19,260	50,876	289,041	3879.74%	289,041	281,591
32	Contract services other	30,000	0	3,500	0	20,613	68.71%	20,613	(9,387)
33	Health services	491,200	19,576	5,968	464,487	638,268	129.94%	638,268	147,068
37	Prof services - legal	33,600	2,750	2,750	5,500	33,000	98.21%	33,000	(600)
38	Engineering - Timmons		0	0	0	-	#DIV/0!	0	0
39	Contract Services Covid					-	#DIV/0!	0	0
40	Prof services - audit	12,000	0	0	0	-	0.00%	11,702	(298)
41	Temporary Help		0	0	0	-	#DIV/0!	0	0
44	R&M - buildings	63,702	13,837	20,984	30,495	147,293	231.22%	147,293	83,591
45	R&M - vehicles	3,000	0	105	0	3,623	120.77%	3,623	623
46	Maint contract - equip	63,280	900	900	(17,086)	78,292	123.72%	78,292	15,012
47	Maint contract - buildings	20,860	0	1,370	3,455	4,487	21.51%	4,487	(16,373)
48	Printing & Binding	3,500	0	1,164	0	1,164	33.26%	1,164	(2,336)
49	Advertising	5,000	0	0	0	9,063	181.26%	9,063	4,063
51	Tuition assistance	1,000	0	0	0	199	19.90%	199	(801)
52	Employee physicals	4,800	0	344	1,255	4,784	99.67%	4,784	(16)
53	Other purchased services	3,500	879	54	302	2,059	58.83%	2,059	(1,441)
54	Contract - Disposal	28,000	879	1,258	903	11,935	42.63%	11,935	(16,065)
55	Contract - fiscal agent	161,102	0	0	0	160,902	99.88%	160,902	(200)
56	Data processing	61,900	925	35	6,533	67,508	109.06%	67,508	5,608
57	Electrical service	220,000	15,909	17,386	34,871	234,323	106.51%	234,323	14,323
58	Gas service	80,000	8,841	6,588	12,697	77,398	96.75%	77,398	(2,602)
59	Water & sewer	310,000	27,245	25,103	57,451	350,759	113.15%	350,759	40,759
60	Postal services	6,530	134	144	2,609	8,040	123.12%	8,040	1,510
61	Telecommunications	47,160	2,829	4,883	5,721	46,628	98.87%	46,628	(532)
62	Fire insurance	42,000	1,061	0	0	52,417	124.80%	52,417	10,417
65	Automotive insurance	6,800	0	0	0	6,082	89.44%	6,082	(718)
66	Lease Equipment	17,900	0	0	1	3,848	21.50%	3,848	(14,052)
67	Software Licensing		0	0	0	-	#DIV/0!	0	0
68	Travel Meals Covid					-	#DIV/0!	0	0

**Albemarle-Charlottesville Regional Jail
Detailed Expenses and Revenues
June 30, 2020**

	G	H	R	S	T	U	V	W	X
1	OBJECT DESCRIPTION:	FY 2020 Budget	APRIL	MAY	JUNE	YTD	Percent of Budget =100%	June 2020 Extrapolation	Variance
69	Travel - education	49,905	421	(409)	(566)	20,540	41.16%	20,540	(29,365)
70	Training - Academy	79,000	81	0	2,071	77,390	97.96%	77,390	(1,610)
72	Travel - subsistence	5,000	89	299	312	6,893	137.86%	6,893	1,893
73	Staff Support / Miscellaneous	750	0	0	0	-	0.00%	0	(750)
74	Sams Club vending wellness		0	0	0	-	#DIV/0!	0	0
75	Donations		0	0	0	-	#DIV/0!	0	0
76	Human Resource Exp	4,000	157	253	42	9,196	229.90%	9,196	5,196
77	Inclement Weather Expense	1,000	0	0	0	94	9.40%	94	(906)
78	Wellness Fund Sams Club	2,000	0	0	0	1,867	93.35%	1,867	(133)
79	Wellness Fund Expense	2,000	0	0	0	910	45.50%	910	(1,090)
80	Inmate Fund Expense	10,000	125	512	1,909	21,265	212.65%	21,265	11,265
81	Dues & memberships	17,382	72	40	3,424	9,155	52.67%	9,155	(8,227)
82	Office supplies	52,161	1,076	372	3,140	34,010	65.20%	34,010	(18,151)
83	Food supplies	740,000	69,503	38,998	81,140	726,762	98.21%	726,762	(13,238)
84	ACRJ Employees	83,000	7,218	6,112	12,953	92,715	111.70%	92,715	9,715
85	BRDC food supplies	36,000	2,456	1,558	4,374	27,211	75.59%	27,211	(8,789)
86	SWVC	5,000	433	493	1,087	5,907	118.14%	5,907	907
87	Meals for meetings	7,000	1,044	328	681	7,585	108.36%	7,585	585
88	Medical Disposal					-	#DIV/0!	0	0
89	Pharmaceutical Drugs	536,900	67,233	0	381	349,437	65.08%	459,950	(76,950)
90	Laundry & janitorial supplies	61,400	7,053	778	6,568	59,489	96.89%	59,489	(1,911)
91	Kitchen & Maint. Cleaners	34,000	3,093	2,681	2,520	25,422	74.77%	25,422	(8,578)
92	Linen supplies	21,000	1,853	0	0	25,316	120.55%	25,316	4,316
93	Uniforms - inmate	28,000	0	0	366	29,819	106.50%	29,819	1,819
94	R&M supplies	62,429	10,090	3,447	4,805	81,904	131.20%	81,904	19,475
96	Vehicle & equip fuel & supplies	21,300	415	245	572	12,976	60.92%	12,976	(8,324)
97	Vehicle & equip supplies	14,000	0	0	1,117	9,862	70.44%	9,862	(4,138)
98	Security supplies	27,500	47	6,913	13,041	30,236	109.95%	30,236	2,736
99	Uniforms & apparel	41,200	2,296	2,420	3,406	53,312	129.40%	53,312	12,112
100	Materials and supplies covid		3,724	19,992		23,716	#DIV/0!	23,716	23,716
101	Books & subscriptions	2,300	144	0	0	572	24.87%	572	(1,728)
102	Inmate Education	18,750	0	0	1	7,747	41.32%	7,747	(11,003)
103	Other operating supplies	1,000	0	0	0	-	0.00%	0	(1,000)
104	Copy supplies	1,500	0	0	0	18	1.20%	18	(1,482)
105	Fund Balance ACRJ operating						#DIV/0!	0	0
108	Subtotal Operating Exp.	\$3,689,761	\$296,404	\$196,828	\$803,414	4,003,052	108.49%	\$4,125,267	\$435,506
109									
110	Total Combined Operating Capital:								
111	Machinery & equip		0	0	0	20,974	#DIV/0!	20,974	20,974
112	Machinery & Equipment Replace	20,000	-	-	23,338	131,816	659.08%	131,816	111,816
113	Kitchen Equipment - Replacemet	83,628	0	0	0	112,533	134.56%	112,533	28,905
114	Furniture & fixtures - new	10,000	0	0	0	-	0.00%	0	(10,000)
115	F&F - replacement	15,000	0	0	0	0	0.00%	0	(15,000)
116	Communications equip		0	0	0	-	#DIV/0!	0	0
117	Comm equip - replacement		0	0	0	-	#DIV/0!	0	0
118	Motor vehicles	30,000	0	0	0	-	0.00%	0	(30,000)
119	Parking Paving		0	0	0	-	#DIV/0!	0	0
120	ADP Equipment		0	0	0	4,981	#DIV/0!	4,981	4,981
121	ADP Equipment - Rep		0	0	0	19,612	#DIV/0!	19,612	19,612
123	Buidling Alt - Teal const				14,983	14,983	#DIV/0!	14,983	14,983
124	Lease Equipment	0	0	0	0	75	#DIV/0!	75	75
127	Subtotal Operating Capital	\$158,628	0	0	\$38,321	304,974	192.26%	304,974	146,346
128									
129	Subtotal Expenditures	\$16,271,348	1,321,466	1,204,046	\$1,851,800	16,424,159	100.94%	16,546,374	275,026

**Albemarle-Charlottesville Regional Jail
Detailed Expenses and Revenues
June 30, 2020**

	G	H	R	S	T	U	V	W	X
1	OBJECT DESCRIPTION:	FY 2020 Budget	APRIL	MAY	JUNE	YTD	Percent of Budget =100%	June 2020 Extrapolation	Variance
130	Operating Revenues:								
131	Interest	60,000	6,434	2,409	(3,001)	90,661	151.10%	90,661	30,661
132	Sale surplus vehicles					-	#DIV/0!	0	0
133	Sale salvage		156			2,764	#DIV/0!	2,764	2,764
134	Cellular Tower Lease	50,000	2,568	2,567	2,567	84,860	169.72%	84,860	34,860
135	Regional Jail Service Fees	14,000				6,862	49.01%	6,862	(7,138)
136	Covid recovery				122,384	122,384		122,384	122,384
137	Other jurisdictions		7,630	5,250	19,110	85,400	#DIV/0!	85,400	85,400
138	Charlottesville	4,544,291	378,691	378,691	378,690	4,544,291	100.00%	4,544,291	0
139	Albemarle	3,897,716	324,810	324,810	324,812	3,897,716	100.00%	3,897,716	0
140	Federal prisoners 50.63	140,000	13,721	15,088	15,745	138,073	98.62%	155,894	15,894
141	Nelson County	690,411	57,534	57,534	57,537	690,411	100.00%	690,411	0
142	Telephone system	300,000	30,406	30,387	19,903	395,172	131.72%	395,172	95,172
143	Dollar a day Inmate Charge					-	#DIV/0!	0	0
144	Misc. Inmate reimbursements					-	#DIV/0!	0	0
145	Workers' comp. reimb.					-	#DIV/0!	0	0
146	Work release insurance					-	#DIV/0!	0	0
147	Womens program	20,000				13,725	68.63%	13,725	(6,275)
148	Work release	115,000				40,044	34.82%	40,044	(74,956)
149	Vdot	185,000				121,174	65.50%	121,174	(63,826)
150	Electronic Monitoring-other	10,000				-	0.00%	0	(10,000)
151	Subscription Revenues	2,000				155	7.75%	155	(1,845)
152	Region Ten	25,000		12,500		25,000	100.00%	25,000	0
153	Miscellaneous -misc jail revenues	2,000	17	243	214	16,770	838.50%	16,770	14,770
154	Wkend & Work Force Reim-misc	12,000				4,952	41.27%	4,952	(7,048)
158	Wellness Fund Sams	2,000				264	13.20%	264	(1,736)
159	Wellness Fund Other Rev	2,000				2,705	135.25%	2,705	705
160	Inmate Fund Revenue	10,000			1,120	16,677	166.77%	16,677	6,677
161	Shrd Svc: BRJDC Food & Mgmt.-misc	68,000	8,071	9,000	7,755	66,213	97.37%	66,213	(1,787)
162	Insurance Recoveries					-		0	0
163	Medical Copayment-misc	10,000	1,048	715	1,871	14,514	145.14%	14,514	4,514
164	Training Fees Recovered-misc	5,000	271	271		5,394	107.88%	5,394	394
165	Canteen education reimb	80,000			230,000	310,000	387.50%	310,000	230,000
166	Comp Board - salaries	4,944,465	405,492	442,296	400,513	4,933,914	99.79%	4,933,914	(10,551)
167	Pharmaceutical reimb	80,000	2,918			24,621	30.78%	24,621	(55,379)
168	Comp Board - office State ATL Reductions					-		0	0
169	Jail Auto					-		0	0
170	State per diem	976,465	356,206			679,159	69.55%	790,635	(185,830)
174	SSA/SSI Recovery	1,000	2,800	2,400	800	20,000	2000.00%	20,000	19,000
175	Justice Reinvestment					-	#DIV/0!	0	0
176	Grant reimb covid still hasn't been approved Aug 22				34,614	34,614	#DIV/0!	34,614	34,614
177	SCAPP Funds	25,000				75,265	301.06%	75,265	50,265
182	Subtotal Operating Revenues	\$16,271,348	\$1,598,773	\$1,284,161	\$1,614,634	16,463,754	101.18%	16,593,051	321,703
183									
184		\$0	277,307	80,115	(237,166)	39,595		46,677	46,677

CONSENT/AGENDA

PERSONNEL/NEW HIRES:

Nicholas Mapes	Corrections Officer	07/27/2020
Lucas Stanley	Corrections Officer	07/27/2020
Michael Cornelious	Corrections Officer	08/31/2020
Ashley Graves	Corrections Officer	08/31/2020

Lids Reconciliation (State Bonus Payment Breakdown) and Final Out of Compliance Figures

	8/26/2020	7/1/2020	6/5/2020	3/3/2020
Total number of inmates the jail received a \$8.00 bonus payment	86	78	113	115
The number of inmates who have been released or transferred	14	9	-31	-38
The number of inmates participating in jail sponsored programs*	3	0	-4	-24
The number of inmates with less than 60 days until their scheduled release**	0	0	0	0
The number of inmates who are being held as courtesies for other jurisdictions.	0	0	0	0
Total number of state sentenced ACRJ inmates who are eligible for intake	69	69	78	53
Percentage of State Responsible inmates compared to jail's total inmate population	18.49	19.6	20.5	12.38

*These are state sentenced inmates who are not transferred to DOC because they are participating in jail sponsored

programs such as Work Release, Home Electronic Monitoring, McGuffey Arts, Culinary Arts and the Road Crew.

**The DOC will not accept inmates with less than 60 days to serve.

- (1) This number represents 18.49% of the jail's population (373) as of 2:39 pm on Wed. August 26, 2020
- (2) This number represents 19.60% of the jail's population (352) as of 11:27 am on Friday, June 26, 2020
- (3) This number represents 20.50% of the jail's population (380) as of 12:13 pm on Friday, June 5, 2020
- (4) This number represents 12.38% of the jail's population (428) as of 10:53 am on Tuesday, March 3, 2020

The primary driver for the sharp increase in the State Responsible population is the closure of DOC facilities around the state. This greatly reduced the number of beds available for the intake of state responsible inmates from local jails. In addition there has been an ever increasing backlog of state responsible inmates in local jails all across the state. Last year the DOC instituted a policy to focus on receiving inmates with more than two years to serve as opposed to one year.

ACRJ Census Comparison
FY19 vs FY 20

2018/2019	COA	City	Nelson	Federal	Other	Total	Daily Avg.
July 2018	6,860	5,635	1,769	282	190	14,736	475
August	6,806	5,560	2,034	339	202	14,941	482
September	6,763	5,672	1,835	257	134	14,661	489
October	6,959	5,957	1,862	345	198	15,321	494
November	6,608	5,483	2,007	163	199	14,460	482
December	7,129	5,357	2,019	162	185	14,852	479
January-19	7,439	5,401	2,150	126	208	15,324	494
February	6,665	4,765	1,918	122	196	13,666	488
March	7,364	4,813	1,802	155	254	14,388	464
April	6,935	4,399	1,776	199	283	13,592	453
May	7,209	4,354	1,933	176	287	13,959	450
June 2019	6,877	4,214	2,023	165	243	13,522	451
Total FY 18/19	83,614	61,610	23,128	2,491	2,579	173,422	475
ADP	229	169	63	7	7	475	
Percent	48.21%	35.53%	13.34%	1.44%	1.49%	100.00%	
Local Share	49.67%	36.60%	13.74%	N/A	N/A	100.00%	

days

365

2019/2020	COA	City	Nelson	Federal	Other	Total	Daily Avg.
July 2019	6,900	4,554	2,158	183	285	14,080	454
August	7,411	4,935	2,329	155	512	15,342	495
September	6,804	4,653	2,413	146	498	14,514	484
October	6,502	4,659	2,450	188	542	14,341	463
November	5,907	4,528	2,354	218	486	13,493	450
December	5,979	4,446	2,484	246	485	13,640	440
January-20	6,194	4,380	2,471	277	461	13,783	445
February	5,578	3,897	2,291	262	568	12,596	450
March	5,292	4,046	2,298	271	631	12,538	404
April	4,606	3,638	1,925	298	550	11,017	367
May	4,702	3,987	2,061	311	550	11,611	375
June 2020	4,444	3,786	1,981	352	576	11,139	371
Total FY 19/20	70,319	51,509	27,215	2,907	6,144	158,094	432
ADP	192	141	74	8	17	432	
Percent	44.48%	32.58%	17.21%	1.84%	3.89%	100.00%	
Local Share	47.18%	34.56%	18.26%	N/A	N/A	100.00%	

Special Management Housing

During the month of August 2020, special management housing stats are as follows:

- **25 inmates were assigned to Administrative Segregation**
- **5 inmates were assigned to General Detention**
- **17 inmates were assigned to Disciplinary Detention**
- **22 inmates were assigned to Medical Segregation**

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FINAL

Summary Minutes of the Albemarle Charlottesville Regional Jail Authority Board Meeting June 11, 2020

Jail Board Members Present:

Ms. Diantha McKeel
Mr. Jay James
Mrs. Kristin Clarens
Mrs. Cyndra Van Clief
Sheriff Chan Bryant
Mr. Doug Walker
Sheriff James Brown
Dr. Tarron Richardson
Mayor Nikuyah Walker
Mr. Steve Carter

Jail Board Members Absent:

Sheriff David Hill

Others Present:

Colonel Martin Kumer
Mrs. Marce Anderson
Mr. Jeff Brill
Mr. Brendan Hefty

The meeting was called to order at 12:31 pm by Chairperson Diantha McKeel. Ms. McKeel asked Mr. Hefty to read a statement regarding the meeting. Mr. Hefty stated that this meeting is being held electronically via the Zoom Video Conference Call platform due to the Covid-19 Pandemic. Ms. McKeel advised all individuals participating in the public comment portion of the meeting that they would be limited to 2 minutes due to the number of individuals speaking.

Mrs. Anderson then completed a roll call of all board members present for the meeting.

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Diantha McKeel

Jay James

Kristin Clarens

Cyndra Van Clief

Sheriff Bryant

Doug Walker

Sheriff Brown

Dr. Richardson – was not available

Mayor Walker

Steve Carter

Sheriff Hill – was not present on the call

Ms. McKeel made a statement acknowledging the protests happening across America addressing the pressing need to improve social and criminal justice experienced by people of color. The ACRJ Board represents 3 localities, Charlottesville City, Albemarle County, and Nelson County. Our 3 jurisdictions work together to accomplish our jail's mission which includes maintaining public safety and enhancing offender's ability to return to our communities and live in a law abiding manner. Ms. McKeel asked for a motion to adopt the agenda. Mr. Walker made a motion to adopt the agenda. Mrs. Clarens seconded the motion. The motion carried. Ms. McKeel moved onto the consent agenda. Mayor Walker's name was misspelled in the minutes and that correction will be made. Mayor Walker stated that it's important to understand that we are not grouping this as we have in the past by saying "people of color". It is important for us to acknowledge that we are talking about Black people and the treatment that they have experienced at the hands of the criminal justice system. Mr. Walker made a motion to approve the minutes as amended. Mr. Carter seconded the motion. The motion carried.

Matters from the Public:

Matthew Carter – Mr. Carter stated that he would like to see this jail change its policy regarding its voluntary assistance to ICE.

Kelsey Cowger – Ms. Cowger would like to urge the board to end their policy of collecting country of origin and citizenship information. She would also like ACRJ to stop sending notification of misdemeanors to ICE.

Caroline Melton – Ms. Melton would like to urge the board to vote to stop targeting our immigrant community members by not inquiring about citizenship regarding misdemeanors and ceasing to provide notice of these minor crimes to ICE.

Edgar Lara – Mr. Lara advised that effective July 1, 2020, Virginia is no longer required to ask for citizenship status when booking for misdemeanors.

Doug Campbell – Mr. Campbell stated that he supports the intent of HB 1150 to focus on felony offences as a matter of public safety, but not reporting citizenship status for misdemeanors to ICE.

Matthew Reichenbach – Mr. Reichenbach echoed the sentiments of previous speakers. Mr. Reichenbach stated that there is a lack of trust between the immigrant community and law enforcement.

Janie Eckman – Mrs. Eckman stated that those individuals charged with a minor offence should not be reported to ICE.

Jordan Woodlief – The Albemarle Charlottesville Regional Jail should adopt the same policy as the Albemarle and Charlottesville Police Departments of not inquiring about citizenship status.

Maria Vasquez-Amaral – Ms. Vasquez-Amaral stated that it is disheartening to know that she lives in a country that would not have wanted her father here. Please take this one small step to treating our immigrants how they should be treated.

Matters from Brendan Hefty, ACRJA Attorney:

Mr. Hefty stated that currently, under the state law, every inmate that is booked into the jail is asked their country of origin and citizenship status. Mr. Hefty advised the board that an amended version of HB 1150 was passed and signed into law by the Governor effective July 1, 2020. The requirement to ask citizenship status was removed for non-felony charges. Going forward, the Superintendent

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will be following the new law and he will not be asking those citizenship questions for individuals with non-felony charges. Citizenship questions will continue to be asked for felony charges. Mayor Walker stated that it is important that our prosecutor's offices are not over charging or charging at the highest level to prevent us from having to notify ICE.

Ms. McKeel asked Mr. Hefty about the bill that was before the General Assembly requiring the board of corrections to publish information on their website regarding deaths in their facilities. Mr. Hefty advised that it was Senate Bill 215 and it did pass.

Matters from the ACRJA Board Members:

Ms. McKeel asked for an update regarding the nursing shortage. Colonel Kumer advised that we have 14 full time nurses on staff. We have 1 contract nurse down from 4 contract nurses. We have 1 application that looks promising and may no longer need to use the contract nursing company any longer.

Ms. McKeel also had questions regarding the SCAAP program. Colonel Kumer advised that he would send out some additional information regarding the program.

Mr. James asked when programming would be up and running. Colonel Kumer advised that we do not have a date at this time. Due to COVID-19 we have tried to limit as much movement and as possible, in addition to not allowing facilitators into the jail. We are hoping to have them up and running by the end of the summer. Unfortunately we do not have a definitive date.

Matters from Jeff Brill, Business Manager:

Mr. Brill went over the FY 21 budget (located in the board packet). This is a very conservative budget and includes cuts due to the Corona Virus and decreased population. If during FY21 population increases, ACRJ may need to amend the budget mid-year to meet revenue covenant. Mr. Brill advised that he recommends an FY 21 operating budget of \$16,123,615; debt services budget of \$575,800; and operating reserves of \$0.00 for a grand total of \$16,699,415. Mr. Walker asked about the frozen positions. Mr. Brill advised that those positions will remain

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frozen for the entirety of the fiscal year. Mr. Walker stated that he does have strong feelings about the reduction in the capital investment. We really need to look at how we invest in the quality of the facility for the future. Mayor Walker asked if the jail received any of the CARES Act funding. Mr. Brill advised that we have not received any funding at this time, but we are in the process of applying for grants and additional funding. Mayor Walker asked if this budget included funding for such things as Hazard pay that may arise if, or when COVID may peak in this area to ensure that the employees are taken care of. Mr. Brill stated that it is not currently in the budget. We generally have vacancy savings that can absorb the cost. Ms. McKeel stated that there should be an update for the board in fall around revenues and then again after the first of the year. Mr. Brill agreed. Mr. Walker made a motion to approve the FY 21 operating budget of \$16,123,615; debt services budget of \$575,800; and operating reserves of \$0.00 for a grand total of \$16,699,415. The motion was seconded by Sheriff Bryant. The roll call was as follows:

Mr. Carter – Yes

Mrs. Van Clief – Yes

Mrs. Clarens – Yes

Dr. Richardson – unavailable

Mr. Walker – Yes

Mr. James - Yes

Mayor Walker - Yes

Sheriff Brown - Yes

Sheriff Bryant - Yes

Ms. McKeel – Yes

The motion carried.

Matters from Colonel Martin Kumer, Superintendent:

Home Electronic Incarceration Report – when COVID began one of our first priorities was to reduce the population inside the facility as much as possible and safely. That allowed me spread inmates out in order to maintain social distancing. I was also able to reduce staffing levels as well. We immediately got with our local Commonwealth Attorneys, local courts and the Department of Corrections.

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Everyone immediately jumped on board. Since March 16, 2020, we have been able to release 119 people on HEI. 14 of those individuals have been brought back to the facility for whatever reason and they were removed from the program. Our population prior to COVID was approximately 430 people in house and as of this morning there are 315. Every court has participated in the HEI program. We chose to waive all fees associated with HEI. We did not want finances to be a barrier for people not to be able to participate in the program. We will be reimbursed by the state for every person on HEI \$4.00/day. To put that into perspective, the fee for HEI is \$5.00/day. In food alone, we save approximately \$4.00/day. We are looking at possibly netting approximately \$2.50/day by having these individuals out in the community.

COVID-19 Update – Colonel Kumer advised everyone to refer to the write up located in the board packet. Everything that was done was in coordination with UVA Health Systems; Virginia Department of Health and the CDC. We initially worked with them daily, and then moved to weekly. We would adjust our practices as needed. We have not had any inmates test positive however, that could change today.

Mr. Kumer thanked the board for the Hazardous Duty pay of \$3.00/hr that the staff is receiving. It showed our employees that the board cares about them. It is only paid to employees that are physically inside the building. Those working from home would not receive the additional pay. We estimate that the total cost will be \$120,000. Most of that money will come from vacancy savings. (Mayor Walker had to leave the meeting at 1:28pm) Mrs. Van Clief asked how many inmates had been tested for COVID-19. Colonel Kumer advised that he did not have an exact number, but it was somewhere between 10-15 tests. Mrs. Clarens asked what the requirements were for an inmate to receive a test. Colonel Kumer advised that they are either displaying symptoms or have been exposed to COVID-19.

Inmate Video Visitation – Colonel Kumer advised that we will be filing a notice of award. We have selected a vendor for the video visitation. We are very pleased with the contract and the rates. Our rates will not increase.

Video Court – one of our COVID-19 responses was doubling our video court capacity. We have been able to accommodate all of the courts requests for video

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court. We do not have to transport any inmate out to court which reduces exposure. This will continue until at least the end of June.

Facility Condition Assessment – The assessment was completed in mid-May. The report has been received. It is 93 pages long with quite a bit of construction jargon. We have asked them to give us a summary of the report in lay terms. We are planning to have them come to the July meeting to speak to the board directly.

Ms. McKeel is requesting that the board meet again in July for a work session. We need to focus on the FCA. We will also need to have a closed session to cover Colonel Kumer's evaluation. Mr. Walker suggested that the City, Albemarle County as well as Nelson County should invite someone from their facilities groups to be present at the meeting also.

Sheriff Brown asked if there had been any additional information with regard to the generator issue. Colonel Kumer advised that we were able to repair it for \$50 - \$60,000.

New Business: There was no new business.

The meeting was adjourned at 1:52 pm.

FINAL

ALBEMARLE-CHARLOTTESVILLE REGIONAL JAIL AUTHORITY

EXECUTIVE SUMMARY

<u>AGENDA TITLE:</u> Correct RX FY 20 PO increase	<u>AGENDA DATE:</u> September 10, 2020	<u>ITEM NUMBER:</u>
<u>SUBJECT/PROPOSAL/REQUEST:</u>	<u>FORMAL AGENDA:</u>	
<u>STAFF CONTACTS:</u> Martin Kumer, Superintendent Jeff Brill, Business Manager	<u>ACTION:</u> Yes	<u>INFORMATION:</u>
	<u>CONSENT AGENDA:</u>	
	<u>ACTION:</u>	<u>INFORMATION:</u>
	<u>ATTACHMENTS:</u> Correct RX Contract	
	<u>REVIEWED BY:</u> <u>Martin Kumer,</u> <u>Superintendent</u>	

BACKGROUND:

Correct RX, the jails pharmacy provider, was selected through a competitive RFP process to provide medications for the jail inmate population. The initial contract was for an annual amount \$350,000. Due to an increase of prescriptions for high cost medications primarily used to treat HIV and certain mental health conditions the annual actual cost for medications is approximately \$450,000. For the last few budget cycles the Jails has included in its budget \$450,000 for inmate pharmacy services based on actual cost.

In each of the previous two years the contract was amended and approved by the county to cover the additional costs of the pharmacy services described above. As with the last two years, a contract amendment was submitted to the county for approval to cover actual costs above the contracted amount. During the review process for the amendment, the county discovered the contract had a maximum liability of \$350,000 for the jail. In addition, it was also discovered that the Superintendent does not have the authority to approve a contract amendment that is more than 20% of the contract amount. Contract amendments over 20% must be approved by the Jail Board per the by-laws.

The overage for FY 20 is \$110,512 which covers the outstanding invoices for the months of March, April and May. The FY 20 pharmacy contract was for \$350,000 and the total came in at \$455,458. With the invoices being 20% higher than the contracted amount it requires board approval. The jail had budgeted \$450,000 in FY 20 for pharmacy services based on prior years' actuals. There are sufficient budgeted funds to cover this request.

RECOMMENDATION:

The Jail is seeking approval to pay the outstanding invoices to Correct RX in the amount of \$110,513 to Correct RX for FY 20 year end.



CONTRACT 2018-03
Correct Rx Pharmacy Services, Incorporated
1352 Charwood Road, Suite C
Hanover, MD 21076
a Maryland Corporation
(Contractor)

Albemarle-Charlottesville, Regional Jail
160 Pregory Lane
Charlottesville, VA 22902
a political subdivision of the Commonwealth of Virginia,
(Buyer)

This Agreement (the "Agreement" or "Contract") made and entered into on the date of the last signature below, between the Contractor as identified above and the Buyer identified above, collectively, the Parties, hereby agree, in consideration of the mutual covenants and stipulations set forth below:

1. **Scope of Work:** Contractor agrees to perform such goods or services as specified in the Albemarle County RFP# 2018-08293-03 documentation, and said RFP is hereby incorporated in its entirety by reference and made a part of this Agreement. The detailed scope of work for this contract is included herewith as Exhibit A.
2. **Incorporation of Documents and Order of Precedence:** To the extent that it does not conflict with the terms of this agreement or the RFP# 2018-08293-03 the Contractor's proposal, dated September 27, 2018 is hereby incorporated by reference and made a part of this Agreement. In the event that a conflict or ambiguity exists or is created between this Agreement, the RFP or Contractor's proposal, the terms of this Agreement first and the RFP second, if necessary, shall govern and supersede any such conflicting or ambiguous terms.
3. **Payment/Consideration Schedule:** In consideration of the work to be performed by Contractor, as set forth in the section entitled, "Scope of Work," the Buyer agrees to pay Contractor for completed and accepted work as ordered under this Contract upon receipt of a valid invoice and, if not subject to a contract claim or claim for additional compensation as described herein, as determined by the Buyer. Detailed pricing and maximum liability to the Buyer for this Agreement is included herewith as Exhibit B. Buyer's maximum liability is not to exceed \$350,000.00/year.

Invoicing Terms: Service Rendered Invoice

4. **Term:** The Buyer's requirements of the products/services hereinafter specified are for the term of date of contract award for three (3) years, with option to extend for up to two (2) one (1) year terms. Renewal shall not be automatic, and any and all extensions shall be by written agreement and signed by both parties in the same manner as the Agreement was executed.
5. **Non-Appropriation:** The continuation of the terms, conditions, and provisions of this Agreement beyond June 30 of any year, the end of the Buyer's fiscal year, are subject to its approval and ratification by the Buyer and appropriation by them of the necessary money to fund said contract for each succeeding year. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this Agreement, the Buyer shall immediately notify Contractor of such occurrence, and this Agreement shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to the Buyer of any kind whatsoever.
6. **Preconditions to Obligation:** It is understood and agreed between the parties to this contract that the Buyer shall not be obligated to purchase or pay for materials by such contract unless and until they are ordered and delivered, and that quantities may be increased or decreased as required.
7. **Faith-based Organizations:** Buyer does not discriminate against faith-based organizations in accordance with Code of Virginia §2.2-4343.1.
8. **Nondiscrimination:** During the performance of this contract, Contractor agrees as follows:
 - A. Contractor will not discriminate against any employee or applicant for employment because of race,

- religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Nondiscrimination clause.
- B. Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that Contractor is an equal opportunity employer.
 - C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - D. Contractor shall include the provisions of the foregoing paragraphs A, B, and C in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
9. **Drug-Free Workplace:** During the performance of this contract, pursuant to Virginia Code Section § 2.2-4312, Contractor agrees to:
- A. Provide a drug-free workplace for Contractor's employees.
 - B. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
 - C. State in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace.
 - D. Include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
10. **Compliance with Immigration Laws:** Contractor agrees that he does not and shall not during the performance of this Agreement knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986, in accordance with the Code of Virginia, §2.2-4311.1.
11. **Business Entity Registration.** Pursuant to Virginia Code § 2.2-4311.2, Contractor shall be registered and authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. Contractor shall submit proof of such registration to the Buyer. Additionally, Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or canceled at any time during the term of the Agreement.
12. **Compliance with All Laws:** Contractor shall comply with all federal, state, and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of scope of work set forth herein. Contractor represents that it possesses all necessary licenses and permits required to conduct its business and will acquire any additional licenses and permits necessary for performance of this Agreement prior to the initiation of work.
13. **Business License Requirement:** If Contractor is a business located in Albemarle County, Virginia or at any time during the performance of this Agreement obtains situs for purposes of business license taxes, it shall be unlawful for such business to conduct or engage in such business, trade, or occupation without having first obtained the proper license from the Albemarle County Department of Finance. Contractor covenants that it has a business license where one is required to perform this Agreement.
14. **Non-Assignment:** All of the conditions and provisions in this Agreement shall extend to and bind the legal representatives, successors and assigns of the respective parties. Neither party to the Agreement shall assign or transfer their interest in the contract without the prior written consent of the other, which shall not be unreasonably withheld.
15. **Audit:** The Contractor shall maintain full and accurate records with respect to all matters covered under the Agreement including, without limitation, accounting records, written policies and procedures, time records, telephone records, reproduction cost records, travel and living expense records and any other supporting evidence necessary to substantiate charges related to the Agreement. Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours by the Buyer and its employees, agents or authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices, payments, or claims submitted by Contractor pursuant to this Agreement. Such

records subject to examination shall also include, without limitation, those allocations as they may apply to costs associated with the contract. The Buyer's employees, agents, or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this paragraph.

16. **Termination with Cause:** In the event that Contractor shall for any reason or through any cause be in default of the terms of this Agreement, the Buyer may give Contractor written notice of such default by certified mail/return receipt requested at the address set forth in Section 20 herein. Unless otherwise provided, Contractor shall have ten 10 days from the date such notice is mailed in which to cure the default. Upon failure of Contractor to cure the default, Buyer may immediately cancel and terminate this Agreement as of the mailing date of the default notice. Upon termination, Contractor shall withdraw its personnel and equipment, cease performance of any further work under the Agreement, and turn over to the Buyer any work in process for which payment has been made. In the event of violations of law, safety or health standards and regulations, this Agreement may be immediately cancelled and terminated by Buyer, and provisions herein with respect to opportunity to cure default shall not be applicable.
17. **Termination without Cause:** The Buyer may at any time, and for any reason, terminate this Agreement by written notice to Contractor specifying the termination date, which shall be not less than sixty days from the date such notice is mailed. In the event of such termination, Contractor shall be paid such amount as shall compensate Contractor for the work satisfactorily completed, and accepted by Buyer, at the time of termination. If Buyer terminates this Agreement without cause, Contractor shall withdraw its personnel and equipment, cease performance of any further work under this Agreement, and turn over to Buyer any work completed or in process for which payment has been made.
18. **Choice of Laws and Venue:** This Agreement shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia, excepting the law governing conflicts of laws. Disputes arising out of this Agreement shall be resolved in the courts of the Commonwealth of Virginia in and for Albemarle County.
19. **Indemnification and Hold Harmless:** It is understood and agreed that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor, its subcontractors, agents, or employees under or in connection with this Agreement or the performance or failure to perform any work required by this Agreement. Contractor agrees to indemnify and hold harmless the Buyer and its agents, volunteers, servants, employees, and officials from and against any and all claims, losses, or expenses, including reasonable attorney's fees and litigation expenses suffered by any indemnified party or entity as the result of claims or suits due to, arising out of or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to this Agreement, and (c) the performance of the work by Contractor or those for whom Contractor is legally liable. Upon written demand by the Buyer, Contractor shall assume and defend at Contractor's sole expense any and all such suits or defense of claims made against the City, its agents, volunteers, servants, employees, or officials.
20. **Notices:** All notices and requests required or permitted hereunder shall be sent by United States certified mail, return receipt requested, and to be effective, shall be postmarked not later than the final date for giving of such notice, or such notices may be sent by commercial messenger service, in which event, to be effective, such notices shall be delivered to a commercial messenger service not later than the final date for giving such notice.

Notices for Buyer shall be addressed as follows:

Jeff Brill
Business Manager
Albemarle-Charlottesville, Regional Jail
160 Pregory Lane
Charlottesville, VA 22902

With a copy to:

Samuel T. Winder, CPPO, CPPB
Purchasing Agent
401 McIntire Rd.
Charlottesville, VA 22902

Notices for Contractor shall be addressed as follows:

Correct Rx Pharmacy Services, Inc
Attn: Ellen H. Yankellow, PharmD
1352 Charwood Road, Suite C
Hanover, MD 21076

Such addresses may be changed at any time and from time to time by like written notice given by either party to the other.

21. **Entire Agreement:** This Agreement and the documents incorporated by reference and included expressly as Exhibits to this Agreement constitute the entire agreement between the Parties. This Agreement supersedes all prior written or oral agreements or proposals between the parties, regarding the subject matter of this Agreement. This Agreement may not be modified except in a writing signed by both parties that is expressly stated to be an amendment hereto.
22. **Independent Contractor:** Contractor shall agree and covenant that it is and shall be at all times, an independent contractor and, as such, shall have and maintain complete control over all of its employees and operations. Neither the Contractor nor anyone employed by it shall be, represent, act, purport to act, or be deemed to be an agent, representative, employee or servant of the Buyer. Nothing in this section shall be deemed to absolve or otherwise limit the Contractor's liability and responsibility to safely and correctly perform its duties under this Agreement.
23. **Waiver:** No failure of Buyer to exercise any right or power given to it by law or by this Agreement or to insist upon strict compliance by Contractor with any of the provisions of this Agreement, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of the Buyer's right to demand strict compliance with the terms of this Agreement.
24. **Interpretation:** Whenever the context hereof shall require, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
25. **Severability:** The provisions of this Agreement shall be deemed to be severable, and should any one or more of such provisions be declared or adjudged to be invalid or unenforceable, the remaining provisions shall be unaffected thereby and shall remain in full force and effect.
26. **Cooperative Procurement:** This Agreement was awarded in accordance with Section 2.2-4304 of the Virginia Public Procurement Act (VPPA), and in accordance with the Purchasing Manual of Albemarle County and the Buyer. The procurement was conducted on behalf of the Buyer and other public bodies. Therefore, pursuant to Code Section 2.2-4304, other public bodies and agencies shall have the right to utilize the provisions of the Agreement. However, when other public bodies and agencies utilize the contract, Contractor must establish a separate contractual relationship between it and the other party. Under no circumstances shall the Buyer be a party to or incur any obligations or responsibilities, contractual or otherwise, in association with these contractual agreements between the Contractor and another public body or agency.
27. **Contract Claims by Contractor:** Prompt knowledge by the Buyer of an existing or impending claim for extra compensation, damages or other relief may alter the plans, scheduling, or other action of the Buyer and/or result in mitigation or elimination of the effects of the claim. Therefore, a written statement providing the Buyer with notice of the Contractor's intention to file a claim which (i) describes the act or omission by the Buyer or its agents that the Contractor contends caused it damages or entitles it to other relief; and (ii) provides a description of the nature and amount of the claim is required. Such written statement shall be submitted to the Albemarle-Charlottesville, Regional Jail within 20 days of the time of the occurrence or beginning of the work upon which the claim is based; provided, however, if such damage is deemed certain in the opinion of the Contractor to result from its acting on an order from the Buyer, it shall immediately take written exception to the order. For purposes of this provision, "claim" shall include, without limitation, any request for an increase in the Agreement price or time and any request for equitable adjustment. Submission of a notice of claim as specified shall be mandatory, and failure to submit such notice shall be a conclusive waiver to such claim for damages or other relief by the Contractor. Neither an oral notice or statement, nor an untimely notice or statement will be sufficient to satisfy the requirements herein. The Buyer will review the claim and render a final decision in writing within thirty (30) days of receipt of Contractor's written request for a final decision. Such decision shall be final and binding to the fullest extent allowed by law. All claims, whether for money of other relief, shall be submitted in writing no later than 60 days after final payment.

28. Payments to Subcontractors: In accordance with Virginia Code Section 2.2-4354 of the Virginia Public Procurement Act, the Contractor shall make payment to all subcontractors, as defined in the Code, within seven (7) days after receipt of payment from the Buyer; or, shall notify the Buyer and the subcontractor in writing of the intention to withhold all or part of the amount due with the reason for nonpayment. In the event payment is not made as noted, the Contractor shall pay interest at the rate of one percent (1%) per month unless otherwise provided in the contract to the subcontractor on all amounts that remain unpaid after seven (7) days except for the amounts withheld as provided herein. These same requirements shall be included in each subcontract and shall be applicable to each lower-tier subcontractor. The Contractor shall provide the Buyer with its social security number or federal taxpayer identification number prior to any payment being made under this Agreement.
29. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will purchase and maintain, at its sole expense, and from a company or companies authorized to do business within the Commonwealth of Virginia, insurance policies containing the following types of coverages and minimum limits, protecting from claims which may arise out of or result from the Offerors's performance or non-performance of services under this Contract, or the performance or non-performance of services under this Contract by anyone directly or indirectly employed by the Offeror or for whose acts it may be liable:
- a. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Buyer of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract. This policy shall specifically list Virginia as a covered state.
 - b. Employer's Liability - \$100,000. This policy shall specifically list Virginia as a covered state.
 - c. Commercial General Liability - \$1,000,000 per occurrence/\$2,000,000 aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury, advertising injury, contractual liability, and products and completed operations coverage. "Albemarle Charlottesville Regional Jail", their officers, agents and employees are named as additional insured on all listed insurance coverage, except for workers' compensation and professional liability, and are so endorsed to the policies."
 - d. Automobile Liability - \$1,000,000 per accident. Coverage is to include, hired, owned, non-owned, temporary, and leased vehicles.
 - e. Umbrella or Excess Liability Coverage may be used to achieve higher liability limits. Must be follow form.
 - f. Professional Liability Insurance - Health Care Practitioner: \$2,150,000 per occurrence, \$3,000,000 aggregate.
 - g. At its sole expense, and prior to commencing any activities under this Agreement, Offeror shall secure professional liability insurance, covering any damages caused by the negligent or wrongful acts or omissions of the Offeror, its employees and agents in the performance of this Agreement, with coverage in an amount not less than \$1,000,000 ("Required Insurance"). Offeror shall maintain the Required Insurance in effect throughout the Term of this Agreement and for a period of three (3) years following termination date. Upon execution of this Agreement, Offeror shall provide the Buyer with a certificate of insurance, or other written documentation satisfactory to the Buyer in its sole discretion, issued by Offeror's insurance company(ies), confirming the Required Insurance and the beginning and ending date(s) of Contractor's policy(ies). Upon receipt of any notice, verbal or written, that the Required Insurance is subject to cancellation, Offeror shall immediately (within one business day) notify the Buyer. Offeror's failure to comply with any of the requirements of this Section shall constitute a material breach of this Agreement entitling the Buyer to terminate this Agreement without notice to Offeror and without penalty to the Buyer.

All insurance coverage:

- 1. shall be issued by an insurance carrier authorized to do business within the Commonwealth of Virginia and rated A – VIII or better, by A. M. Best Company or equivalent rating from an alternate recognized ratings agency, and otherwise acceptable to the Buyer;
- 2. shall be kept in force throughout performance of services;
- 3. shall be an occurrence based policy; professional liability may be claims made basis;

4. shall include completed operations coverage;
5. shall contain a cross liability or severability of interest clause or endorsement. Insurance covering the specified additional insured shall be primary and non-contributory, and all other insurance carried by the additional insureds shall be excess insurance;
6. where additional insured required, such policy shall not have a restriction on the limits of coverage provided to the Buyer as an additional insured. The Buyer shall be entitled to protection up to the full limits of the offeror's policy regardless of the minimum requirements specified in the Contract.

Proof Of Insurance: Prior to performance of any services or delivery of goods, the Offeror shall (i) have all required insurance coverage in effect; (ii) the Offeror shall deliver to the Buyer certificates of insurance for all lines of coverage. The Offeror shall be responsible that such coverage evidenced thereby shall not be substantially modified or canceled without 30 days prior written notice to the Buyer; and (iii) the Offeror shall deliver to the Buyer endorsements to the policies which require the Buyer and its officials, officers, employees, agents and volunteers be named as "additional insured". Policies which require this endorsement include: Commercial General Liability, Automobile Liability and, umbrella or excess liability coverage as detailed below. Such endorsements must be approved by the Buyer, and (iv) upon the request of the Buyer, provide any other documentation satisfactory to the Buyer in its sole discretion, evidencing the required insurance coverage, including but not limited to a copy of the insurance policy and evidence of payment of policy premiums. The Offeror shall require each of its subcontractors and suppliers to have coverage per the requirements herein in effect, prior to the performance of any services by such subcontractors and suppliers. Further, the Offeror shall ensure that all Required Insurance coverages of its subcontractors and suppliers is and remains in effect during performance of their services on the Project and certifies by commencement of the Work that this insurance and that of subcontractors is in effect and meets the requirements set forth herein. The Buyer shall have no responsibility to verify compliance by the Offeror or its subcontractors and suppliers.

Effect Of Insurance: Compliance with insurance requirements shall not relieve the Offeror of any responsibility to indemnify the Buyer for any liability to the Buyer, as specified in any other provision of this contract, and the Buyer shall be entitled to pursue any remedy in law or equity if the Offeror fails to comply with the contractual provisions of this contract. Indemnity obligations specified elsewhere in this Contract shall not be negated or reduced by virtue of any insurance carrier's denial of insurance coverage for the occurrence or event which is the subject matter of the claim, or by any insurance carrier's refusal to defend any named insured.

Waiver Of Subrogation: The Offeror agrees to release and discharge the Buyer of and from all liability to the Offeror, and to anyone claiming by, through or under the Offeror, by subrogation or otherwise, on account of any loss or damage to tools, machinery, equipment or other property, however caused.

Sovereign Immunity: Nothing contained herein shall effect, or shall be deemed to affect, a waiver of the County's sovereign immunity under law.

Right to Revise or Reject: The Buyer reserves the right, but not the obligation, to revise any insurance requirement not limited to limits, coverages and endorsements, or reject any insurance policies which fail to meet the criteria stated herein. Additionally, the Buyer reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

Umbrella or Excess Liability Coverage which (i) includes premises/operations, product/completed operations, contractual liability, independent contractors, broad-form property and contents damage for (100%) of the replacement cost, underground, explosion and collapse hazard, and personal/advertising injury, (ii) includes contractual liability coverage and coverage for all owned, hired and non-owned vehicles, (iii) fire (with extended coverage), theft, vandalism, malicious mischief, collapse, earthquake, flood, water, windstorm, falsework, testing and startup, temporary buildings, contents, debris removal, and which provides coverage for one hundred percent (100%) of the replacement cost of the loss experienced and the Offeror's scope of the Work, and (iv) has per-occurrence limits of not less than One Million Dollars (\$1,000,000). This insurance shall name the Buyer and its officials, officers, and employees and agents as "additional insureds" by endorsement to the Umbrella or Excess Liability policy. Such policy shall not have a restriction on the limits of coverage provided to the Buyer of Albemarle as an additional insured. The Buyer of Albemarle shall be entitled to protection up to the full limits of the Offeror's policy regardless of the minimum requirements specified in this contract.

Professional Liability Insurance: At its sole expense, and prior to commencing any activities under this

Agreement, Offeror shall secure professional liability insurance, covering any damages caused by the negligent or wrongful acts or omissions of the Offeror, its employees and agents in the performance of this Agreement, with coverage in an amount not less than \$1,000,000 per claim/\$2,000,000 aggregate ("Required Insurance"). Offeror shall maintain the Required Insurance in effect throughout the Term of this Agreement and for a period of three (3) years following final acceptance of the Project by the Buyer. Upon execution of this Agreement, Offeror shall provide the Buyer with a certificate of insurance, or other written documentation satisfactory to the Buyer in its sole discretion, issued by Offeror's insurance company(ies), confirming the Required Insurance and the beginning and ending date(s) of Contractor's policy(ies). Upon receipt of any notice, verbal or written, that the Required Insurance is subject to cancellation, Offeror shall immediately (within one business day) notify the Buyer. Offeror's failure to comply with any of the requirements of this Section

ALBEMARLE-CHARLOTTESVILLE
REGIONAL JAIL'S ACCEPTANCE

Albemarle-Charlottesville Regional Jail, Virginia

SIGNATURE *Martin Kumer*

NAME (type/print): Martin Kumer

TITLE Superintendent

DATE 3/27/18

CONTRACTOR'S ACCEPTANCE

Correct Rx Pharmacy Services Inc.

SIGNATURE *Ellen H. Yankellow*

NAME (type/print) Ellen H. Yankellow, PharmD

TITLE President & CEO

DATE March 22, 2018

NOTARY CERTIFICATE FOR CONTRACTOR

STATE OF MARYLAND

CITY/COUNTY OF ANNE ARUNDEL, to-wit:

The foregoing instrument was acknowledged before me this 22nd day of March, 2018, by Ellen H. Yankellow of Correct Rx Pharmacy Services, Inc., a Maryland corporation, on behalf of the corporation. He/She is personally known to me or has produced Driver's License as proper identification.

Rachael A. Campbell

My Commission expires: October 4, 2019

My Registration Number: N/A



Commonwealth of Virginia



State Corporation Commission

CERTIFICATE OF GOOD STANDING

I Certify the Following from the Records of the Commission:

That CORRECT RX PHARMACY SERVICES, INC., a corporation incorporated under the law of Maryland, is authorized to transact business in the Commonwealth of Virginia;

That it obtained a certificate of authority to transact business in Virginia from the Commission on November 29, 2004; and

That the corporation is in good standing in the Commonwealth of Virginia as of the date set forth below.

Nothing more is hereby certified.



Signed and Sealed at Richmond on this Date:
May 31, 2017

Joel H. Peck
Joel H. Peck, Clerk of the Commission



CERTIFICATE OF LIABILITY INSURANCE

CORRE-2

OP ID: JF

DATE (MM/DD/YYYY)

03/14/2018

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

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

PRODUCER Keller Stonebraker Ins. (EC) Ellicott City Office 3458 Ellicott Ctr. Dr. Ste 104 Ellicott City, MD 21043 Michael T. Kohlenstein, CPCU	CONTACT NAME: Janet Faulstich CPCU ARM CIC	
	PHONE (A/C, No, Ext): 410-461-0700 FAX (A/C, No): 410-465-8766 E-MAIL ADDRESS: janet@ksiinc.com	
INSURED Correct RX Pharmacy Services, Inc. 1352-C Charwood Road Hanover, MD 21076	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Cincinnati Insurance Co.	10677
	INSURER B: Hartford Casualty Insurance	29424
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		EPP0112805	11/15/2017	11/15/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		EBA0113061	11/15/2017	11/15/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		EPP0112805	11/15/2017	11/15/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Professio \$ Liab Incl
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	30WECR7996	11/15/2017	11/15/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability		EPP0112805 OCCURRENCE BASIS	11/15/2017	11/15/2018	Per Incid 1,000,000 Aggregate 2,000,000

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

See attached

CERTIFICATE HOLDER

CITYALB

Albemarle Charlottesville
Regional Jail
160 Pregory Lane
Charlottesville, VA 22902

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

NOTEPAD:HOLDER CODE
INSURED'S NAMECITYALB
Correct RX PharmacyCORRE-2
OP ID: JFPAGE 2
Date 03/14/2018

Albemarle Charlottesville Regional Jail, their officers, agents, employees are additional insureds under the General Liability, Automobile Liability, Umbrella if required by written contract (except Workers Compensation and Professional) and so endorsed to the policies listed above.

General Liability includes Cross Liability and written on a primary/non contributory basis.

Automobile includes Cross Liability and written on a primary/non contributory basis.

30 Days Notice of Cancellation provided.

GA4397 06/12 attached.

AA4171 11/05 attached

Umbrella Additional Insured is following form over General Liability and Automobile Liability on a Primary/Non Contributory Basis

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED PERSON
OR ORGANIZATION (VICARIOUS LIABILITY)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization (Additional Insured):

Albemarle Charlottesville Regional Jail, their officers, agents, employees

- A. **SECTION II - WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability caused by your acts or omissions.
- B. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance** is amended to add the following:
 - Any insurance provided by this endorsement shall be primary to any other insurance available to the additional insured(s) shown in the Schedule except:
 - a. As otherwise provided in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance**; or
 - b. For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, the coverage provided under this endorsement shall also be excess.

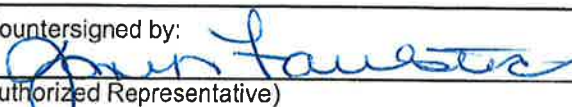
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 11/15/17	Policy Number: EBA0113061
Named Insured: CORRECT RX PHARMACY SERVICES INC.	
Countersigned by: 	

(Authorized Representative)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SECTION II - LIABILITY COVERAGE, A. Coverage, I. Who is an Insured is amended to include as an insured any person or organization with which you have agreed in a valid written contract to provide insurance as is afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been executed prior to the "bodily injury" or "property damage".

III. STATEMENT OF NEEDS:

1. The proposed services should provide a varied and systemic benefit within the scope of the Albemarle-Charlottesville Regional Jail's goals and objectives. The successful vendor will provide a pre-packaged prescription delivery system, pharmaceutical support and cost containment system.
2. ACRJ requires an innovative system based on sound pharmaceutical practices operating within the laws of the Commonwealth of Virginia and the United States. The proposed system will provide for the delivery of prescribed and over-the-counter medications, medication packaging, cost containment, management reports and pharmaceutical support. The proposed system will also meet the following core specification:
 - a. The delivery of Pre-Packaged prescription medications
 - b. Employee has open industry standard practices and procedures
 - c. Provides high system availability, 24 hours a day, seven days a week
 - d. Makes system-wide or inmate specific information available to any authorized ACRJ medical or administrative staff.
 - e. Provides extensive auditing capability of all actions, fully available for reporting
 - f. Provides system performance monitoring
 - g. Ensures fast response times (delivers daily) for transactions, including emergency medication ordering.
 - h. Provides emergency "Stat" kits, specialized or required equipment.
 - i. Ensures cost containment measures are fully utilized
 - j. Vendor shall comply with all obligations and responsibilities in accordance with the standards of the Department of Corrections Minimum Standards, National Commission of Correctional Health Care, Virginia State Board of Pharmacy, and Albemarle-Charlottesville Regional Jail policies.
 - k. The vendor shall allow individual pharmaceutical companies to provide in-services and samples of medications for trial.
 - l. The Vendor shall offer in-services and training to all Jail Staff upon the request of the Jail and the Jail shall give ample time for the Vendor to prepare for the in-services.
 - m. Vendors will provide a start-up and conversion schedule, including delivery of medicine dispensing systems, policy manuals, and installation of equipment, "Stat" kits and medicine supply. ACRJ desires a train-the-trainer methodology, covering all user and system administrator functions to expedite the systems implementation.

This section presents the **FUNCTIONAL REQUIREMENTS** for the pharmaceutical services management system for ACRJ. Vendors are required to submit detailed, concise responses to each requirement defined in this section. If a vendor's system does not contain or provide the functionality specified, the vendor may propose an approach to meeting the requirement. Omissions to any section may render the vendor's proposal as non-responsive. In addition vendors are required to submit a list of exceptions to the RFP requirements. All exceptions shall be stated, no matter how seemingly minor. Any exceptions not taken shall be assumed by the vendor to be included in the proposal, regardless of the cost to the vendor.

System Specifications

The vendor must exhibit the ability to comply with each reference point listed in the following section. Each point will be designated as either Critical or Important

Critical shall be defined as those criteria that must be incorporated into or provided for by the selected vendor.

Important shall be defined as those criteria that should be part of any functional pharmaceutical services system.

- a. Critical - The vendor shall provide a medication delivery system, including at a minimum: Two Delivery Carts, Medex, Divider Cards, etc.

- c. There is a current barcode management system in place.
 - a. the system does not account for every dose administered
 - b. the system is used for inventory reconciliation and order placement only
- d. Vendor must install equipment to include:
 - a. Delivery carts (two)
 - b. Bins,
 - c. Medex
 - d. Divider Cards
 - e. fax machine
 - f. technology if applicable i.e. handhelds, laptops, software etc.
- e. Vendor must have the ability to interface to facilities E.M.R system.
- f. The name of the current E.M.R system being used is CorEMR
 - a. this system is a complete electronic health record
 - b. this system allows for electronic order entry
 - c. this system provides an e-MAR for remote medication pass
 - d. this system has the functionality for inventory and bar code scanning
- g. ACRJ has system specifications a vendor must meet to provide a successful interface
- h. ACRJ will NOT consider an alternate system to implement
- i. Inspections twice a year will NOT be acceptable
- j. ACRJ will NOT permit the use of a mail order pharmacy vendor for next day delivery of routine medications ordered by daily.
- k. What is current return policy? Are there any current processing fees? How are scheduled controls being destroyed as they cannot be returned? YES/\$1.90 Processing Fee/RX #, destroyed by ACRJ and shipped to the pharmacy for disposal.
- l. Current committees in place that would require a pharmacist to attend are Staff In-Services for Educational Purposes and quarterly P&T meetings concurrent with inspections
- m. The current vendor for pharmacy services at the jail is CPS which has been in place for five (5) years.
- n. The preferred time of day for "daily" delivery of medications is. 8AM-8PM
- o. The current delivery system and frequency of delivery with the current vendor is Dedicated Driver/6 days a week and in emergencies.
- p. ACRJ would be interested in an automated dispensing system (ADS) for emergency supplies of medications.
- q. When quoting price per pill, ACRJ requests that the quote provided be per Whole TAB pricing.



ACRJ BAFO Price Proposal

March 1, 2018

Correct Rx - Best Value

Correct Rx is pleased to present our comprehensive Price Proposal to the Albemarle Charlottesville Regional Jail (ACRJ). As you can see from the list of sample medications that we have priced for you, our pricing is very aggressive and will provide excellent value to ACRJ.

We understand our price offer shall serve as the basis for the compensation terms of the resulting contract. The prices that we are offering take into consideration all of the costs of providing a comprehensive pharmacy program including the direct costs of filling, packaging and delivering the medications as well as our proposed clinical services.

Best and Final Dispensing Price Offer

Correct Rx's proposed pricing for our comprehensive pharmaceutical services is:

Formula for brand name including limited source generic products:

Average Wholesale Price minus Eighteen Percent (AWP-18.0%)

Formula for generic name products:

Average Wholesale Price minus Eighty Percent (AWP-80.0%)

Price Accuracy

Correct Rx understands the importance of billing accuracy. We have active Quality Assurance built in to ensure that you are invoiced accurately. Our procedures include:

1. All medication orders filled within the pharmacy are recorded in our computer operating system, thus all orders are automatically captured for billing purposes.
2. Average Wholesale Price (AWP) is loaded into our systems at month end by our software vendor and a detailed review is performed by the VP of Purchasing with a second review by the Controller.
3. Monthly transactions are extracted from the operating system for each client separately and the detail is reviewed by a member of the Billing team.
4. Every detail is inputted into an Excel file with tabs for medications, credits, back-up pharmacy, and other charges.
5. The invoice is compared to prior months billing to ensure it is in line with historic costs or there is an understanding of any major variances.

Confidential & Proprietary



ACRJ BAFO Price Proposal

March 1, 2018

Correct Rx provides a straight forward and no-nonsense approach when issuing credits. All returned medications meeting qualifications are processed and credited promptly with the details provided on your regular invoices.

Credit Process

Correct Rx provides documentation via a monthly report of all medications returned for credit and disposal by medication type and quantity. Credit is provided monthly for all returned medications meeting the criteria described above. **Credits do not expire** and are itemized and applied to the next monthly invoice from the date of processing. All returned medications are documented at the facility using our medication return inventory system. The medications are then placed in a shipping container for return to our pharmacy for processing. The medications are then electronically scanned at the pharmacy for documentation and accountability. Correct Rx provides a summary of total credit each month along with the monthly invoice of medication expenses and a detailed report that provides the date processed and value of the credit for each returned medication. If credit is unable to be provided, Correct Rx documents the cause.

No fee is charged for returns, re-stocking or re-use.

No Hidden Charges!!

Our price proposal includes all of the following services with no hidden costs:

Administrative

- ◆ No Charge for Reports (the most relevant data in the most user friendly format)
- ◆ No Charge for Training throughout Contract
- ◆ No Charge for On-Demand Video Training
- ◆ No Charge for Accreditation Assistance
- ◆ No charge for Regulatory Compliance Assistance
- ◆ No Charge for Customized and Accurate Invoices and Billing Reports
- ◆ No Charge for Continuous Quality Improvement System

Operational

- ◆ No Charge for same Cutoff time for New and Refill Orders
- ◆ No Charge for sending orders after the cutoff time
- ◆ No Charge for Customized Quantities – same pricing formula
- ◆ No Charge for Tablet Splitting
- ◆ No Charge for re-stocking returned medications
- ◆ No Charge for Drug Counseling and Information
- ◆ No Charge for Providing Specialty Medication Service
- ◆ No Charge for Quality Assurance Monitoring

Confidential & Proprietary

#	DRUGS - (please provide a 30 day supply prescription)	OR EQUIVALENT/SUBSTITUTION	UNIT OF ISSUE	30 day supply	PRICE	EXTENDED COST
1	ACETAMINOPHEN 325MG TAB		ea	30	\$ 0.0033	\$ 0.10
2	ACETAMINOPHEN ES 500MG CPLT		ea	30	\$ 0.0042	\$ 0.13
3	ALEVE 220		ea	30	\$ 0.0141	\$ 0.42
4	ALUM/MAG/SIMETH (355ML) 200/200/20MG SUSP		ea	355	\$ 0.0010	\$ 0.36
5	ANTI-DANDRUFF (207ML) 1% SHAM	Selenium Sulfide 1% Shampoo	ea	207	\$ 0.0044	\$ 0.91
6	ARTIFICIAL TEARS (15ML) SOLN		ea	15	\$ 0.0584	\$ 0.88
7	ASA EC 325		ea	30	\$ 0.0019	\$ 0.06
8	ASA EC 81		ea	30	\$ 0.0013	\$ 0.04
9	ASPIRIN 325MG TAB		ea	30	\$ 0.0012	\$ 0.04
10	ASPIRIN EC 325MG TAB		ea	30	\$ 0.0019	\$ 0.06
11	ASPIRIN LO-DOSE 81MG TAB	Chewable	ea	30	\$ 0.0038	\$ 0.11
12	ASPIRIN LO-DOSE EC 81MG TAB		ea	30	\$ 0.0013	\$ 0.04
13	BENADRYL 25	Diphenhydramine 25MG	ea	30	\$ 0.0030	\$ 0.09
14	BENZOYL PEROXIDE (148G) 10% WASH		ea	148	\$ 0.0126	\$ 1.86
15	BENZOYL PEROXIDE (150ML) 5% WASH		ea	150	\$ 0.0120	\$ 1.80
16	BENZOYL PEROXIDE (237GM) 10%		ea	237	\$ 0.0119	\$ 2.82
17	BISACODYL 5MG TAB		ea	30	\$ 0.0014	\$ 0.04
18	CALCIUM CARB W/VIT.D 500MG/200IU		ea	30	\$ 0.0031	\$ 0.09
19	CALCIUM W/VIT D 500MG/400IU TAB		ea	30	\$ 0.0083	\$ 0.25
20	CETIRIZINE 10MG TAB		ea	30	\$ 0.0597	\$ 1.79
21	CETIRIZINE 5MG TAB		ea	30	\$ 0.0688	\$ 2.06
22	CLARITIN 10	Loratadine 10MG	ea	30	\$ 0.0601	\$ 1.80
23	CLOTIMAZOLE (15GM) 1% CRM		ea	15	\$ 0.0197	\$ 0.30
24	COLACE 100		ea	30	\$ 0.0033	\$ 0.10
25	DIPHENHYDRAMINE 50MG CAP		ea	30	\$ 0.0032	\$ 0.10
26	DSS 100MG CAP		ea	30	\$ 0.0033	\$ 0.10
27	EAR DROPS-WAX REM AID (15ML) 6.5% SOLN		ea	15	\$ 0.0223	\$ 0.33
28	ENEMA (135ML)		ea	135	\$ 0.0015	\$ 0.20
29	FERGON TAB	Ferrous Gluconate 240MG TAB	ea	30	\$ 0.0041	\$ 0.12
30	FERROUS GLUCONATE 324MG TAB		ea	30	\$ 0.0120	\$ 0.36
31	FERROUS SULFATE 325MG TAB		ea	30	\$ 0.0017	\$ 0.05
32	FIBERCHOICE CHEW TAB		ea	30	\$ 0.0278	\$ 0.83
33	FIBER-LAX 625MG TAB		ea	30	\$ 0.0250	\$ 0.75
34	FISH OIL 1000MG CAP		ea	30	\$ 0.0092	\$ 0.28
35	FISH OIL 1200MG GCAP		ea	30	\$ 0.0113	\$ 0.34
36	GUAIFENESIN	Robafen 100MG/5ML (473ML)	ea	473	\$ 0.0011	\$ 0.52

#	DRUGS - (please provide a 30 day supply prescription)	OR EQUIVALENT/SUBSTITUTION	UNIT OF ISSUE	30 day supply	PRICE	EXTENDED COST
73	SIMETHICONE 80MG TAB		ea	30	\$ 0.0076	\$ 0.23
74	SODIUM BICARB 325MG TAB		ea	30	\$ 0.0057	\$ 0.17
75	SODIUM BICARB 650MG TAB		ea	30	\$ 0.0027	\$ 0.08
76	STOOL SOFTENER AND STIMULANT 50MG/8.6MG TAB		ea	30	\$ 0.0047	\$ 0.14
77	VITAMIN B-1 100MG TAB		ea	30	\$ 0.0039	\$ 0.12
78	VITAMIN B-1 100MG TAB		ea	30	\$ 0.0241	\$ 0.72
79	VITAMIN B-12 1000MCG TAB		ea	30	\$ 0.0116	\$ 0.35
80	VITAMIN B-12 500MCG TAB		ea	30	\$ 0.0089	\$ 0.27
81	VITAMIN B-6 50MG TAB		ea	30	\$ 0.0031	\$ 0.09
82	VITAMIN D-3 1,000U GCAP		ea	30	\$ 0.0065	\$ 0.20
83	VITAMIN D-3 1,000U TAB		ea	30	\$ 0.0057	\$ 0.17
84	VITAMIN D-3 2,000U SFTGEL		ea	30	\$ 0.0061	\$ 0.18
85	ZANTAC 150	Ranitidine 150MG	ea	30	\$ 0.0453	\$ 1.36
86	ZYRTEC 10	Cetirizine 10MG	ea	30	\$ 0.0597	\$ 1.79

ALBEMARLE-CHARLOTTESVILLE REGIONAL JAIL AUTHORITY

EXECUTIVE SUMMARY

<u>AGENDA TITLE:</u> Operating Budget FY 21	<u>AGENDA DATE:</u> September 10, 2020	<u>ITEM NUMBER:</u>
<u>SUBJECT/PROPOSAL/REQUEST:</u>	<u>FORMAL AGENDA:</u>	
<u>STAFF CONTACTS:</u> Martin Kumer, Superintendent Jeff Brill, Business Manager	<u>ACTION:</u>	<u>INFORMATION:</u> Yes
	<u>CONSENT AGENDA:</u>	
	<u>ACTION:</u>	<u>INFORMATION:</u>
	<u>ATTACHMENTS:</u> Correct RX Contract	
	<u>REVIEWED BY:</u> <u>Martin Kumer,</u> <u>Superintendent</u>	

BACKGROUND:

The approved FY 21 budget of \$9,272,678 has been affected by the COVID virus. Operating costs have increased and Revenues have decreased due to: State per diems decreases from population decreases, VDOT temporarily discontinued, phone revenue decreases and various programs not operating that generate revenue. ACRJ feels it is still too early to do a budget amendment especially since we are only 2 months into the current year.

ACRJ is also looking into paying off the debt service in order to removed debt obligations which will reduce budget.

RECOMMENDATION:

ACRJ recommends that the current FY21 budget remains in effect and be reevaluated midway through the year and if needed, a budget amendment be implemented during the January 2021 Board meeting.

In the meantime the Jail will continue to look for ways to decrease expenditures and increase revenues.

ALBEMARLE-CHARLOTTESVILLE REGIONAL JAIL AUTHORITY

EXECUTIVE SUMMARY

<u>AGENDA TITLE:</u> SunTrust Bond Obligation	<u>AGENDA DATE:</u> September 10, 2020	<u>ITEM NUMBER:</u>
<u>SUBJECT/PROPOSAL/REQUEST:</u>	<u>FORMAL AGENDA:</u>	
<u>STAFF CONTACTS:</u> Martin Kumer, Superintendent Jeff Brill, Business Manager	<u>ACTION:</u>	<u>INFORMATION:</u> yes
	<u>CONSENT AGENDA:</u>	
	<u>ACTION:</u>	<u>INFORMATION:</u> Y
	<u>ATTACHMENTS:</u>	
	<u>REVIEWED BY:</u> <u>Martin Kumer,</u> <u>Superintendent</u>	

BACKGROUND:

ACRJ currently has a bond obligation with SunTrust Bank and the payoff balance as of December 31, 2020 is \$2,639,503. The ACRJ Reserves balance is \$3,265,960 and the Debt account is \$119,018 total \$3,384,978. If ACRJ were to pay off the bonds that would free up \$745,475 in cash and remove the annual bond payment from budget in the amount of \$575,800. It would also remove the obligation that ACRJ needs to break even or be profitable each year. Paying the bond off early may help localities get through the difficult budgeting time due to COVID.

Paying of the bonds early would affect the interest revenue that ACRJ earns. ACJR currently budgets around \$100,000 in interest per year. It is estimated that ACRJ interest revenue would decrease to around \$40,000 a year which would be a decrease in revenue.

Bond Payment	\$575,800
Interest Loss	\$ 40,000 (estimate)
Total reduction budget	\$535,800

RECOMMENDATION:

ACRJ is recommending the jurisdictions take the above information under advisement until the end of the second quarter. By that time the Jail will have a better financial trend line that will allow the board to make an informed decision at the January, 2021 meeting.



Dear:

The following is in response to your payoff request with respect to loan account # **316276-42** (the “Loan”):

Customer Name: Albemarle-Charlottesville Regional Jail Authority	
Customer Obligor Number:	316276
Principal Balance:	\$2,591,559.00
Interest Balance:	\$47,943.84
Late Charge Balance:	
Fee Balance:	
Escrow Tax:	
Escrow Insurance:	
Prepayment Penalty:	
Total payoff for loan account #316276-42 effective as of 12/31/20, assuming no balance or rate changes :	\$2,639,502.84
Per Diem thereafter, based on current rate of 3.7000	\$266.35468
Loan is on Sweep**	N/A

Payoff must be received in U.S. funds by 2:00 P.M. EST on the effective date. This statement reflects information pertaining solely to the Loan as of the effective date shown in the table above (the “Effective Date”) and does not include information pertaining to any other indebtedness, obligation or liability due or owing to SunTrust Bank or any of its affiliates. Amounts may change, subject to subsequent activity, including, without limitation, charges and credits in process or interest rate changes for variable rate transactions. Notwithstanding anything to the contrary contained in this letter or otherwise, all figures contained herein are subject to final written verification by SunTrust Bank.

Should you have questions please contact a Service Associate at 1-866-873-1462. When remitting funds, please be sure to include the commercial loan account number on the check and any correspondence.

** Please note that if payoff request is for a loan that is on a sweep, no per diem interest calculation is being provided since the Loan balance is subject to change on a daily basis. Please have the client contact their Relationship Manager to discontinue the sweep if a payoff including a per diem interest calculation is required.

Wire instructions are: SunTrust Bank - ABA #: 061000104 Account #: 9088000112 Please be sure to include the name of the borrower as well as the commercial loan account number to be credited.

Sincerely,

Laura Grosvenor

ALBEMARLE-CHARLOTTESVILLE REGIONAL JAIL AUTHORITY

EXECUTIVE SUMMARY

<u>AGENDA TITLE:</u> Purchasing and Contract Authority	<u>AGENDA DATE:</u> September 10, 2020	<u>ITEM NUMBER:</u>
<u>SUBJECT/PROPOSAL/REQUEST:</u>	<u>FORMAL AGENDA:</u>	
<u>STAFF CONTACTS:</u> Martin Kumer, Superintendent Jeff Brill, Business Manager	<u>ACTION:</u> Yes	<u>INFORMATION:</u>
	<u>CONSENT AGENDA:</u>	
	<u>ACTION:</u>	<u>INFORMATION:</u>
	<u>ATTACHMENTS:</u>	
	<u>REVIEWED BY:</u> <u>Martin Kumer,</u> <u>Superintendent</u>	

BACKGROUND:

During a recent contract amendment for Correct RX, the jail and the jail's fiscal agent, Albemarle County, realized the purchasing authority of the Superintendent was \$25,000. The following is an excerpt from the Jails Board Authority's By-Laws.

4.5 Procurement. If one of the members jurisdictions is serving as the Authority's fiscal agent, the Authority shall adhere to that jurisdiction's established procurement and purchasing regulations and procedures, with the regional jail superintendent exercising the same purchasing and contracting authority as a department head in that jurisdiction, and the board of the Authority exercising the powers of the board of supervisors or city council. If no jurisdiction serves as fiscal agent, the Authority shall comply with the Virginia Public Procurement Act for all purchases, and may adopt an informational small purchase procedure for all purchases up to the limits permitted by that Act.

26-2.6 Authorized County/School Board Signatories

The following officers are authorized to sign contracts on behalf of the County and/or School Board:

Tier	Maximum Amount	Authorized Signatories
I	\$5,000	Employees specifically designated by their Department Head or Tier III signatory and who have completed mandatory training
II	\$25,000	County Department and School Division Heads, School Principals*
III	\$100,000	County Executive,** School Superintendent** and Chief Operating Officer
IV	N/A	Purchasing Agent, Chief of Financial Management, Chief Financial Officer and Director of Finance

Currently according to the by-laws and the County's contract/purchasing limits, all contracts, purchases and contract amendments over \$25,000 must be approved by the full board.

In addition according to the by-laws the Superintendent may only sign contracts obligating the Board to 12 months or less.

Section 3.1 Quorum: "An affirmative vote of a majority of the full membership of the Board ... approve the creation of any Obligation or any other contract obligating the authority for longer than on year."

The majority of the jail's contracts, pharmacy, inmate communications, inmate medical insurance etc, are three years with two one year extensions. They are reviewed by the Board's attorney, Jail staff and finally by the County's procurement agent.

If the recommendation below is approved, the process above would still be followed and the contract would be submitted to the Board at the next meeting in the Board's packet.

RECOMMENDATION:

In an effort to streamline purchasing, the Jail is requesting a change to the by-laws to increase the Superintendents purchasing authority from Tier II \$25,000 to Tier III \$100,000.

In addition the Jail is requesting the Board to approve an increase of the Superintendent's contract authority from 12 months to 3 years.

ALBEMARLE-CHARLOTTESVILLE REGIONAL JAIL AUTHORITY

EXECUTIVE SUMMARY

<u>AGENDA TITLE:</u> Hazardous Pay	<u>AGENDA DATE:</u> September 10, 2020	<u>ITEM NUMBER:</u>
<u>SUBJECT/PROPOSAL/REQUEST:</u>	<u>FORMAL AGENDA:</u>	
<u>STAFF CONTACTS:</u> Martin Kumer, Superintendent Jeff Brill, Business Manager	<u>ACTION:</u> Yes	<u>INFORMATION:</u>
	<u>CONSENT AGENDA:</u>	
	<u>ACTION:</u>	<u>INFORMATION:</u>
	<u>ATTACHMENTS:</u>	
	<u>REVIEWED BY:</u> <u>Martin Kumer,</u> <u>Superintendent</u>	

BACKGROUND:

On or about April 13, 2020, the Jail began paying its essential personnel a hazardous duty rate of \$3.00 per hour (\$40,000 monthly impact) due to the confirmed presence of COVID-19 in the jail after four staff tested positive and four others were assumed positive based on CDC criteria at the time. Also at the time, personal protective equipment could not be acquired in sufficient quantities or quality to effectively mitigate the risk associated with COVID-19.

The funding for hazard pay was then budgeted to come from vacancy savings which had ample funds available to support the increased expenditure. However, other expenditures and revenues were more severely impacted by the COVID pandemic than our initial estimates. Although the Jail's vacancy savings ended the year under budget the other budget categories absorbed those savings.

When the budget for FY 21 was amended in June, 2020, we anticipated, based on the anticipated reopening of the state in early July that forecasted revenues would resume in the first quarter. Therefore, a hazardous duty rate was not budgeted for FY 21.

However, beginning July 1, 2020, FY 21, the hazardous duty pay was retained but reduced to \$1.00 per hour (\$18,500 monthly impact) due to the continued negative forecast for COVID-19. Despite the state reopening in early July the expected revenues are not expected to return during the first quarter and COVID related expenditures are expected to remain at elevated levels due to COVID-19.

The justification for continuing hazard pay is due to the continued presence of the virus in the jail as verified by recent positive testing results for both staff and inmates. All have since recovered as of today. Despite staff and inmates now having proper PPE in both quantity and quality and control measures in place, the Jail is still considered perilous. Unlike other governmental entities that have a greater ability to mitigate risk by working from, eliminating or greatly reducing staff exposure to the public or using online resources such as our local schools, essential Jail staff are

required to continue to work closely with known positive, potentially positive or inmates whose COVID-19 status is unknown. Unlike the inherent risks associated with working in a correctional environment that directly impact essential personnel, the COVID-19 virus extends those health risks to our families which is above and beyond normal expectations.

RECOMMENDATION:

The Jail recommends the Board approved the request for continued hazard pay for essential personnel at the rate of \$1.00 per hour until the next Board meeting, November 12, 2020 or until the State of Emergency is lifted, whichever occurs first. The total estimated cost for the next 60 days would be \$40,000.

ALBEMARLE-CHARLOTTESVILLE REGIONAL JAIL AUTHORITY

EXECUTIVE SUMMARY

<u>AGENDA TITLE:</u> COVID Update/Procedure	<u>AGENDA DATE:</u> September 10, 2020	<u>ITEM NUMBER:</u>
<u>SUBJECT/PROPOSAL/REQUEST:</u>	<u>FORMAL AGENDA:</u>	
<u>STAFF CONTACTS:</u> Martin Kumer, Superintendent Thedra Nichols, FNP, Director of Jail Medical Services	<u>ACTION:</u> yes	<u>INFORMATION:</u>
	<u>CONSENT AGENDA:</u>	
	<u>ACTION:</u> no	<u>INFORMATION:</u> Yes
	<u>ATTACHMENTS:</u>	
	<u>REVIEWED BY:</u> <u>Martin Kumer,</u> <u>Superintendent</u>	

Background”

The National Commission on Correctional Health Care, NCCHC, sent a memo February 28, 2020 alerting jails to the fact that the COVID 19 viruses was likely going to be coming and to make sure Jail's had an emergency response plan in place. On March 10, 2020 jail administration and medical staff attended the Albemarle County emergency response team's planning surrounding this issue. The Jail's team created the initial medical response plan (see A at end dated 3/10/2020) and the general plan for the facility, which included quarantine considerations, screening questions and housing. This plan included quarantining all new inmates for 14 days per CDC guidelines, Centers for Disease Control, to try to get as many people out on HEI, Home Electric Incarceration, as possible and to work with local and state jurisdictions to reduce jail population. The Jail attempted to obtain additional PPE, Personal Protective Equipment, supplies starting early March but by then, they had been diverted so we had to go by the plan of conserving PPE at put forth by the CDC at the time. Medical Administrators created new forms for our Electronic Medical Records, EMR, for screening all inmates mid-March. Masks were recommended at that time for all employees and inmate population and we reinforced education on proper PPE wearing, washing of hands, laundry etc.

Forms and PPE recommendations have been changed from the initial start due to meeting the most up to date recommendations from the CDC. This involved updating screening questions as the virus became more widespread in our community and updated recommendations on PPE.

Medical administrators attended Webinars through the NCCHC to make sure we were on target with other jails/prisons across the country and monitoring any CDC change of guidelines.

It wasn't until late March when Public Health got involved due to our first positive cases among staff. Since then we have been in constant contact, reviewing our daily operations and making sure they are in line with CDC standards.

The evolution has been keeping with the ever changing updates regarding Corrections/Jails put out by the CDC. We continue to have the initial officer screen of all inmates upon arrival including a temperature check. We have nursing staff complete screening questions and we quarantine in group cohorts based on risk stratification from low to high. We typically single cell house those we have classified as high risk. We monitor temps daily of all those in quarantine and any symptoms are reported to nursing staff. We release from quarantine after a minimum of 14

days. After the initial quarantine, we have a step down quarantine unit for us to monitor for an additional 14 day quarantine.

Medical staff have been trained on how to do fit testing for N-95 masks and have volunteered in the county to help fit test masks for other health care providers and the staff of ACRJ. Medical monitors equipment, including negative pressure rooms.

We have been working as a clinical team to determine who we would house in the negative pressure rooms and who could be group housed, how to reduce the cross transmission and conserve on PPE. The Medical Director continuously works with the Albemarle County Emergency Management Services in Albemarle County. Although we have recently been able to obtain N-95 masks from the EMS, we are still trying to find various sizes so they can be properly fit tested for individual staff. Staff working in high risk areas or quarantine areas wear N-95 masks.

Testing

The jail was unable to obtain any tests initially. Once tests were obtained through VDH, we followed CDC guidelines on testing only symptomatic persons – which we had none initially. Eventually the Jail was able to acquire tests from a commercial vendor, Lab Corp. Due to limited quantities, these tests were reserved for symptomatic individuals. The Jail tested approximately 25 total individuals through July with zero positive test results. The first positive cases were received on August 10.

Symptomatic vs Asymptomatic Testing

As cases increased nationally and locally, the jail expressed its desire to test inmates that were asymptomatic. However, we were unable to implement asymptomatic testing for several reasons. Until the last few months there was a shortage of tests. Even if enough tests could have been acquired it would have been logistically difficult to implement asymptomatic testing with fidelity due to lack of isolation space. Isolation space is defined as only one person assigned to an individual cell with glass partitions as opposed to bars and no physical interaction within 6 feet without a mask with other individuals, inmates or staff. In order to protect the integrity of the test we would need a substantial amount of the above defined isolation space. This would be necessary to ensure the person being tested had not been exposed since entering the facility and were not exposed after receiving the test. This way if the test came back negative there would be a higher confidence level in the results. By isolating the individual it would ensure the virus did not materialize after the test due to a longer than average incubation period. Therefore the individual would have to remain in isolation for the full 14 days or longer. Also, by using isolation, it would reduce the exposure rate since they would not have been housed with other individuals if their test came back positive.

Due to the above logistics, the CDC recommends in congregate settings where individual isolation and asymptomatic testing is not achievable, then cohort quarantine based on risk level is recommended with symptomatic and exposure testing.

Agency Response to the August Outbreak

In early August jail medical staff performed tests on individuals in one of the quarantine housing areas due to the presence of symptoms. The initial tests came back positive. The TJDH was contacted and a coordinated response was initiated that resulted in contact tracing and testing of all potentially exposed individuals and staff. Ultimately, 15 inmates and 7 staff were exposed. Seven of the inmates tested positive and 8 were negative. Four staff members tested positive and three were negative. All inmates and staff have recovered. All reported mild to no symptoms. No hospitalizations or additional medical care were required.

Following the outbreak, Jail staff and staff from the Thomas Jefferson Area Department of Health met to develop a plan to perform a Point Prevalence Test, PPT, for all staff and inmates. The testing dates are scheduled for Wednesday, September 9 for all inmates and Thursday and Friday, September 10 and 11 for all staff. The TJDH will be testing all staff and the Virginia National Guard will be testing all inmates. Results should be known within 48-72 hours.

Any inmate who tests positive will be quarantined from all other inmates who test negative. They will be monitored

daily and treated for any symptoms. Any staff member who tests positive will be quarantine until they are cleared to return to work. Individuals who test negative and was exposed to a positive individual will be retested before being released from quarantine. All unexposed negative individuals will be housed in a cohort. All individuals who come in during the testing period will be house separately from all those tested and will be tested per the new asymptomatic testing procedures below.

Asymptomatic Testing Going Forward

Once the PPT is complete, all new book-ins who are asymptomatic will be tested after they have been in custody for at least 48 hours and up to 7 days. They will still be screened for COVID upon admission and quarantined or preferably isolated providing space is available until they are tested. If the test is positive they will be moved to a quarantine unit for positive inmates and will be monitored and treated until they are cleared. If they are negative they will be retested before they are released from their 14 day quarantine.

Asymptomatic testing is now more achievable due to availability of tests, test turn-around times have decreased and more importantly, isolation space is more readily available at the moment. The length of stay for new arrivals has gone down through due to fewer book-ins, fewer individuals reporting to serve sentences and faster turnaround time in getting individuals out to home electronic incarceration, thereby freeing up space in future quarantine/isolation units reducing back logs. By our calculations we can effectively isolate up to 20 individuals for a 14 day period. However, this may is dependent upon the current population trend. If the population trend changes we will coordinate a response with the TJHD to determine the best method going forward.

A - initial emergency response plan 3/10/2020
Coronavirus (COVID-19) Emergency Response Plan ACRJ Medical Department

In the event of the first confirmed COVID-19 case in our regional area, public health will advise the facility and we will implement the following procedures:

Additional screening questions will be conducted by officers as soon as possible upon arrival to the facility. (See attached A)

If a positive initial screen contact place a mask on the inmate immediately and contact medical who will conduct additional screening questions and continue with intake screening questionnaires. (See attached B)

If the inmate is found to be in the high risk category, place in negative pressure room in medical if available. If not, place in single cell. Have inmate continue with use of mask.

If the inmate is found to be in the medium or low risk categories, place inmate in a single cell space within the intake area.

Under no circumstances will an inmate with positive screening questions be moved to a general holding area.

If the inmate is acutely ill with respiratory symptoms and with positive screening questions, transportation to UVA ER will occur with officers who are in the ambulance with the inmate donning either N95 respiratory masks or face shields and with a mask on the inmate. A call must be made to the ER informing of incoming patient for further instructions. Educate officers that they will be required to wear gowns and PPE at the hospital.

Notification of the nurses on duty, the Directors of Medical and Mental Health Services and command staff must occur as soon as reasonable after a positive screen and in the high, medium or low risk categories.

Notification to the Public Health Department will be made by the Director of Medical Health Services or assignee as soon as possible after a suspected case arrives at the jail.

Medical will obtain Flu test and obtain a respiratory swab for testing (wearing face shields, PPE gowns and gloves). ***At this point, no automatic testing will be done for those suspected of having covid-19 even within the high risk groups until flu and respiratory tests are negative. This situation may change when there is no longer a backlog of test kits. Lab corp does have testing available further direction will be a case by case basis as to whether or not to test – contact Mrs. Nichols with questions.***

Mental Health – Telemedicine would be initiated possibly or limited contact – through closed attorney booths .

Supportive care of those with suspected COVID-19 will be provided by the medical staff.

All Healthcare persons must have appropriate Personal Protective equipment including N95 masks, gowns and gloves if they are providing care with anyone suspected of having COVID-19.

Attachment A – Officer initial intake screening questions for COVID-19 (coronavirus)

- 1) Do you have a fever, cough or shortness of breath?
If yes, place a mask on inmate immediately and contact medical.

