



CITY OF WESTBROOK, MAINE

IN CITY COUNCIL

Date: August 4, 2025

Order: 2025-114

**Authorizing Acceptance, Expenditure & Administration of Department of Public Safety
Grant Funds for Regional Public Safety Health and Wellness Programs**

That the Westbrook City Council hereby authorizes the acceptance, expenditure, and administration of a Maine Department of Public Safety Grant in the amount of \$444,917.64 for regional public safety health and wellness programs, as outlined in the attached exhibits.

Grant funds to be credited to revenue line 22001000 43100 G2602, 22001000 43400 G2602 (Federal & State Grant - Public Safety Health & Wellness Grant)
Expenditure to be deducted from expense line 22001000 58900 G2602 (Misc Expenditures - Public Safety Health & Wellness Grant)

First Reading: July 28, 2025

Second and Final Reading: August 4, 2025

Attest:

City Clerk

Mayor



CITY OF WESTBROOK, MAINE

IN CITY COUNCIL

REQUEST FOR COUNCIL ACTION

PROPOSED TITLE: Authorizing Acceptance, Expenditure & Administration of Department of Public Safety Grant Funds for Regional Public Safety Health and Wellness Programs

REQUESTED BY: Steve Sloan

DATE: 8/4/2025

SUMMARY:
Please see the attached memo from Chief Sloan

June 27th, 2025

To: Honorable City Council
David Morse, Mayor
Jerre Bryant, City Administrator

From: Steve Sloan, Chief of Department

RE: Authorization to accept and expend funds from the Department of Public Safety for a health and wellness initiative

The Westbrook Fire Department respectfully requests approval to accept and administer grant funds awarded by the Maine Department of Public Safety through a health and safety initiative designed to support police and fire departments across Cumberland County.

Earlier this year, the Maine Department of Public Safety launched a competitive grant process allowing public safety agencies to apply for funding to establish or enhance health and wellness programs. The goal of this initiative is to provide first responders with access to wellness visits, specialized cardiac and metabolic screenings, and other services that directly address the physical and mental health challenges commonly experienced in public safety professions.

Recognizing the benefits of a unified approach, the police and fire chiefs of Cumberland County collaborated on a regional application, significantly increasing the likelihood of securing funding. As a result of this cooperative effort, the application was successful, and a total of \$444,917.64 has been awarded. These funds will be distributed among participating agencies based on a per-employee allocation of \$278.42.

The City of Westbrook has been allocated \$31,461.46, which will be used to support the health and wellness of our dispatch, police, and fire personnel. Each department will retain discretion to determine how its portion of the funding is used to best meet the specific wellness needs of its employees.

In addition to being a recipient of this grant, the Westbrook Fire Department will serve as the managing and administering agency for the grant on behalf of all participating public safety agencies in Cumberland County. This includes coordinating disbursement of funds, overseeing compliance with grant requirements, and serving as the liaison with the Maine Department of Public Safety.

This funding represents a critical investment in the wellbeing of our public safety workforce. We respectfully request formal approval to accept and expend these funds and to serve as the administrative lead for this important regional initiative.



SERVICE CONTRACT

DATE: 6/18/2025	CONTRACT AMOUNT: \$444,917.64
ADVANTAGE CONTRACT #: CTMV 16A 20250617000000000016	
DEPARTMENT AGREEMENT: CTP 16A 20250627*408	
START DATE: 6/30/2025	END DATE: 6/30/2026

This Contract is between the following State of Maine Department and Provider:

STATE OF MAINE DEPARTMENT		
DEPARTMENT NAME: Department of Public Safety, Office of State Fire Marshal		
ADDRESS: 45 Commerce Drive, Suite 1		
CITY: Augusta	STATE: Maine	ZIP CODE: 04330
PROVIDER		
PROVIDER NAME: City of Westbrook DBA Westbrook Fire & Rescue		
ADDRESS: 2 York Street		
CITY: Westbrook	STATE: Maine	ZIP CODE: 04092
PROVIDER'S VENDOR CUSTOMER #: VC1000096126		

Each signatory below represents that the person has the requisite authority to enter into this Contract.

Department Representative:

Provider Representative:

BY: **Derek Gorneau, Assistant
Commissioner**
Date

Stephen Sloan Jul 1, 2025

BY: **Steve Sloan, Fire Chief** Date

The contract is fully executed when all parties sign and funds have been encumbered. Upon final approval by the Office of State Procurement Services, a case details page will be made part of this contract.

DEPARTMENT AND PROVIDER POINT OF CONTACT

CONTRACT ADMINISTRATOR: The following person is designated as the Contract Administrator on behalf of the Department for this Contract. All financial reports, invoices, correspondence and related submissions from the Provider as outlined in Rider A, Reports, shall be submitted to:

NAME: Shawn Esler, State Fire Marshal		
EMAIL: shawn.esler@maine.gov	TELEPHONE: 207-441-9958	
ADDRESS: 45 Commerce Drive, Suite 1		
CITY: Augusta	STATE: Maine	ZIP CODE: 04330

PROGRAM ADMINISTRATOR: (Program Administrator section is optional.)

The following person is designated as the Program Administrator. This person will be able to respond to routine questions pertaining to the Contract; they will not be able to alter the scope of the Contract.

NAME: Shawn Esler, State Fire Marshal		
EMAIL: shawn.esler@maine.gov	TELEPHONE: 207-441-9958	
ADDRESS: 45 Commerce Drive, Suite 1		
CITY: Augusta	STATE: Maine	ZIP CODE: 04330

PROVIDER CONTACT: The following person is designated as the Contact Person on behalf of the Provider for this Contract. All contractual correspondence from the Department shall be submitted to:

NAME: Steve Sloan, Fire Chief		
EMAIL: ssloan@westbrook.me.us	TELEPHONE: 207-854-0644	
ADDRESS: 570 Main Street		
CITY: Westbrook	STATE: Maine	ZIP CODE: 04092

TABLE OF RIDERS

The following riders are hereby incorporated into this Contract and made part of it by reference. *(Riders A, B, and G are required. Check all others that apply.)*

☒	Funding Rider
☒	Rider A – Scope of Work
☒	Rider B – Terms and Conditions
☐	Rider C - Exceptions
☐	Rider D – Included at Department's Discretion
☐	Rider E – Included at Department's Discretion
☐	Rider F – Included at Department's Discretion
☒	Rider G – Identification of Country in Which Contracted Work will be Performed
☐	Business Associate Agreement – Included at Department's Discretion
☐	Other – Included at Department's Discretion

FUNDING RIDER

Internal Purposes Only

CODING: (Departments - Attach separate sheet as needed for additional coding.)

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	APPR FUNDING	FISCAL YEAR
\$444,917.64	010	16A	1490	01	6331				2025

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	APPR FUNDING	FISCAL YEAR
\$									

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	APPR FUNDING	FISCAL YEAR
\$									

FUNDING TOTAL: \$ 444,917.64

The sources of funds and compliance requirements for this Contract follow:

State General Fund \$ 444,917.64
Dedicated/Special Revenue \$
Federal Funds \$

RIDER A: SCOPE OF WORK

TABLE OF CONTENTS

- I. Acronyms
- II. Introduction/Overview
- III. Deliverables
- IV. Performance Measures
- V. Reports

I. ACRONYMS/DEFINITIONS:

The following terms and acronyms shall have the meaning indicated below as referenced in this Contract:

COMMONLY KNOWN ACRONYMS AND DEPARTMENT ABBREVIATIONS	
BAA	Business Associate Agreement
Contract	Formal and legal binding agreement
Department	Department of Public Safety
Grantee	Organization receiving the grant funding
State	State of Maine

II. INTRODUCTION/OVERVIEW:

The Department of Public Safety is issuing contracts for the public safety health and wellness reimbursement pilot program to provide grants to government entities for the purpose of providing public safety employees with wellness visits or specialized cardiac and metabolic screenings that specifically address the physical or mental health effects experienced by public safety employees.

III. DELIVERABLES:

The grantee must track and use funds on at least one of the two programs listed below:

1. Specialized cardiac and metabolic screening that provides a medical consultation and an individualized plan including nutrition, fitness and wellness recommendations to the employee when appropriate. The results of the screening and any advice for the continued treatment of identified health issues must be provided to the employee and the employee's physician. Testing must include the following:
 - a. An advanced lipid panel, including a cardiac inflammatory biomarker analysis.

- b. Screening for liver and kidney function.
 - c. Screening for thyroid, prostate and other cancers or diseases that are prevalent among first responders at a higher rate than the civilian population, such as diabetes.
 - d. Cardiologist-guided, public safety-specific, cardio-metabolic stress testing.
2. Annual wellness visits with qualified mental health professionals who have experience with the cumulative impact of exposure to traumatic events and specialized knowledge of public safety psychology. Options for referrals to additional counseling services, inpatient services or specialists for the participating employee or employee's immediate family must be available.

The grantee must ensure that total expenditures do not exceed \$2,000.00 per employee.

Any other activity other than the reimbursement of health and wellness programs is non-allowable.

IV. REPORTS:

A. Required Reports

The Provider shall track and record all data/information necessary to complete the reports listed in the table below:

	Name of Report	Description or Appendix #:
1.	Costs	A detailed list of costs should be included with the report.
2.	Outcomes	For example, how many screenings and any desired outcomes. The report should not include protected healthcare information.

B. Reporting Schedule for Above Listed Required Reports

The Provider shall submit all of the reports listed in the table below to the Department in accordance with the deadlines established within the table

	Name of Report:	Period Captured by Report: ("Each year/quarter/month/week")	Due Date and/or Frequency: (# days after each year/quarter/month/week")
1.	Annual Update	Year	60 days after the end of the calendar year.
2.	Closeout Report	Year	Upon exhaustion of awarded fund.

The Grantee understands that the reports are due within the timeframes established and that the Department will not make subsequent payment installments under this Contract until such reports are received, reviewed and accepted.

The Provider further agrees to submit such other data and reports as may be requested by the Contract Administrator. The Provider shall submit all data and reports to the Contract Administrator listed in section “DEPARTMENT AND PROVIDER POINTS OF CONTACT” of this Contract.

RIDER B: TERMS AND CONDITIONS

1. **INVOICES AND PAYMENT.** Department will pay the Provider as follows: Payment terms are net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documents.

All invoices must include the following:
 - A. Advantage Contract numbers for this contract.
 - B. Vendor Code number assigned when registering as a vendor with the State of Maine. This number appears on all Contracts and Purchase Orders and can be acquired from the agency contact.
 - C. Itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State.
 - D. In cases where hourly rates of contracted resources are concerned, invoices must contain a copy or copies of time sheets associated with that invoice. Time sheets will need to be reviewed and approved by the State's contract administrator.

2. **BENEFITS AND DEDUCTIONS.** If the Provider is an individual, the Provider understands and agrees that they are an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for their Income Tax records.

3. **INDEPENDENT CAPACITY.** In the performance of this Contract, the parties hereto agree that the Provider, and any agents and employees of the Provider, shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.

4. **DEPARTMENT'S REPRESENTATIVE.** The Contract Administrator shall be the Department's representative during the period of this Contract. The Contract Administrator has authority to curtail services if necessary to ensure proper execution. They shall certify to the Department when payments under the Contract are due and the amounts to be paid. They shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.

5. **CHANGES IN THE WORK.** The Department may order changes in the work, the Contract Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Procurement Review Committee. Said amendment must be effective prior to the execution of the changed work.

6. **SUB-CONTRACTORS.** The Provider may not enter into any subcontract for the work to be performed under this Contract without the express written consent of the Department. This provision shall not apply to contracts of employment between the Provider and its employees.

The Provider is solely responsible for the performance of work under this Contract. The approval of the Department for the Provider to subcontract for work under this Contract shall not relieve the Provider in any way of its responsibility for performance of the work.

All Subcontractors shall be bound by the terms and conditions set forth in this Contract. The Provider shall give the State immediate notice in writing of any legal action or suit filed, and prompt notice of any claim made against the Provider by any Subcontractor, which may result in litigation related in any way to this Contract, or which may affect the performance of duties under this Contract.

7. **SUBLETTING, ASSIGNMENT OR TRANSFER.** The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without the written request and written approval from the Department. Such approval shall not in any case relieve the Provider of its responsibility for performance of work or liability under this Contract.

8. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Contract, the Provider certifies as follows:

- A. The Provider shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin, familial status, ancestry, age, physical or mental disability, sexual orientation, or gender identity, unless related to a bona fide occupational qualification.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

- B. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Contract, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, familial status, ancestry, age, physical or mental disability, sexual orientation, or gender identity.

- C. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining Contract, or other Contract or understanding, whereby it is furnished with labor for the performance of this Contract a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- D. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine

Human Rights Commission, EEOC, Office of Civil Rights, etc.) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

- E. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
- F. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each Subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

9. **CONFLICT OF INTEREST.** The Provider warrants that no State employee has or will receive any direct or indirect pecuniary interest in or receive or be eligible to receive, directly or indirectly, any benefit that may arise from this Contract, for any employee who participated in any way in the solicitation, award or administration of this Contract according to [Title 5 MRS §18-A, \(2\)](#) and in harmony with [Title 17 MRS §3104](#). Any contract made in violation of these sections is void.

The Provider certifies that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of its services hereunder. The Provider further certifies that in the performance of this Contract, no person having any such known interests shall be employed.

10. **EMPLOYMENT AND PERSONNEL.** The Provider shall not engage on a full-time, part-time or other basis during the period of this Contract, any executive employee who participated in any way in the solicitation, award or administration of this Contract according to [Title 5 MRS §18-A, \(2\)](#) and in harmony with [Title 17 MRS §3104](#). Any contract made in violation of these sections is void.

11. **NON-COLLUSION.** The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Contract and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award of this Contract.

And, the Provider has not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services, and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

For breach or violation of this provision, the Department shall have the right to terminate this Contract without liability or, at its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

12. **ACCESS TO RECORDS.** As a condition of accepting a Contract for services under this section, a Provider must agree to treat all records, other than proprietary information, relating to personal

services work performed under the Contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the Department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the Provider and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the Contract and information concerning employee and Contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Contract and make such materials available at its offices at all reasonable times during the period of this Contract and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

13. TERMINATION. The performance of work under this Contract may be terminated by the Department whenever for any reason the Contract Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be affected by the delivery to the Provider of a Notice of Termination specifying the date on which such termination becomes effective.

Either party may terminate this Contract for cause by providing a written notice of termination stating the reason for the termination a minimum of thirty (30) calendar day ahead of the effective date of the termination. As part of the thirty (30) calendar days written notice of termination, the defaulting party shall have fifteen (15) calendar days to cure the default. If the default is of such a nature that it cannot be cured within fifteen (15) calendar days, the defaulting party shall have such additional time, as the parties may agree to, to cure the default, provided the defaulting party has taken steps to cure the default within the initial fifteen (15) calendar days.

Upon termination, the Department shall pay the Provider for work performed by the Provider prior to the date of Notice of Termination.

14. GOVERNMENTAL REQUIREMENTS. The Provider warrants and represents that it will comply with all applicable governmental ordinances, laws and regulations.

15. GOVERNING LAW. This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in the State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

16. STATE HELD HARMLESS. The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.

- 17. NOTICE OF CLAIMS.** The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to this Contract or which may affect the performance of duties under this Contract, and prompt notice of any claim made against the Provider by any Subcontractor which may result in litigation related in any way to this Contract or which may affect the performance of duties under this Contract.
- 18. APPROVAL.** This Contract must be approved by the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.
- 19. INSURANCE REQUIREMENT.** The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Contract with adequate liability coverage to protect itself and the Department from suits. Providers insured through a “risk retention group” insurer prior to July 1, 1991, may continue under that arrangement. Prior to or upon execution of this Contract, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.
- A. Other Provisions - Unless explicitly waived by the Department, the insurance policies shall contain, or be endorsed to contain, the following provisions:
- i. The Provider’s insurance coverage shall be the primary and contributory. Any insurance or self-insurance maintained by the Department for its officers, agents, and employees shall be in excess of the Provider’s insurance and shall not contribute to it.
 - ii. The Provider’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.
 - iii. The Provider shall furnish the Department with certificates of insurance, and with those endorsements, if any, affecting coverage, required by these Insurance Requirements. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Department before this Contract commences. The Department reserves the right to require complete, certified copies of all required insurance policies at any time.
 - iv. All policies should contain a revised cancellation clause allowing thirty (30) days notice to the Department in the event of cancellation for any reason, including nonpayment.
 - v. The Department will not grant the Provider, or any sub-contractor of the Provider, “Additional Insured” status and the Department will not grant any Provider a “Waiver of Subrogation”.
- 20. NON-APPROPRIATION.** Notwithstanding any other provision of this Contract, if the State does not receive sufficient State, Federal, or other sources of funds to fund this Contract and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from State or Federal legislative, executive or judicial bodies, then the State is not obligated to make payment under this Contract.
- 21. SEVERABILITY.** The invalidity or unenforceability of any particular provision, or part thereof, of this Contract shall not affect the remainder of said provision or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part

thereof had been omitted.

22. ORDER OF PRECEDENCE. In the event of a conflict between the documents comprising this Contract, the Order of Precedence shall be:

- Rider C Exceptions
- Rider B Terms and Conditions
- Rider A Scope of Work
- Funding Rider
- Rider D Included at Department's Discretion
- Rider E Included at Department's Discretion
- Rider F Included at Department's Discretion
- Rider G Identification of Country in which contracted work will be performed
- Business Associate Agreement included at Department's Discretion
- Other Included at Department's Discretion

23. FORCE MAJEURE. The performance of an obligation by either party shall be excused in the event that performance of that obligation is prevented by an act of God, act of war, riot, fire, explosion, flood, pandemic or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party.

24. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Contract up to any amounts due and owing to the State with regard to this Contract, any other Contract with any State department or agency, including any Contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

25. ENTIRE CONTRACT. This document contains the entire Contract of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Contract that any implied waiver occurred between the parties, which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Contract, or to exercise an option or election under the Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law.

26. AMENDMENT. No changes, modifications, or amendments in the terms and conditions of this Contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Provider.

27. DEBARMENT AND PERFORMANCE CERTIFICATION. By signing this Contract, the Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:

- A. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
- B. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
 - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.

28. STATE PROPERTY. The Provider shall be responsible for the proper custody, care and return of any Department or State-owned property furnished or state-funded for the Provider's use in connection with the performance of this Contract, and the Provider will reimburse the Department for its loss or damage, normal wear and tear excepted.

29. CYBERSECURITY AND PROHIBITED TECHNOLOGIES. Through the execution of this contract, the Provider certifies that the aforementioned organization, its principals and any subcontractors named in this Contract:

- A. is not a foreign adversary business entity, <https://www.maine.gov/oit/prohibited-technologies>, [Title 5 M.R.S. §2021 \(3\)](#); and
- B. is not on the list of prohibited companies or does not obtain or purchase any information or communications technology or services included on the list of prohibited information and communications technology and services <https://www.maine.gov/oit/prohibited-technologies>, [Title 5 M.R.S. §2030-B](#).

Contracts entered into by a state agency in violation of Title 5 M.R.S. §2030-B are void. A person who executes this contract in violation of this section commits a civil violation for which a fine may be adjudged in an amount that is twice the amount of this contract or \$250,000, whichever is greater, (Title 5 M.R.S., §2030-A).

30. CONFIDENTIALITY.

- A. Subject to the Maine Freedom of Access Act (FOAA), [Title 1 M.R.S. §400](#) et seq., "confidential information" means non-public information designated as protected from disclosure under state or federal law. Confidential information given to the Provider by the Department, or acquired by the Provider on behalf of the Department, whether in verbal,

written, electronic, or any other format, shall be subject to the requirements herein. The term “confidential information” does not include any information or documentation that is subject to disclosure under FOAA.

- B. In conformance with applicable Federal and State statutes, regulations, and ethical standards, the Provider and the Department shall take all necessary steps to protect confidential information regarding all persons served by the Department, including the proper care, custody, use, and preservation of records, papers, files, communications, and any such items that may reveal confidential information about persons served by the Department, or whose information is utilized in order to accomplish the purposes of this Contract.
 - C. In the event of a breach of this confidentiality provision, the Provider shall notify the Contract Administrator immediately.
 - D. The Provider shall comply with the [Maine Public Law, Title 10, Chapter 210-B \(Notice of Risk to Personal Data Act\)](#).
- 31. TARIFFS.** Any price increases implemented by the provider due to the imposition of tariffs shall remain in effect only for the duration that such tariffs are in place. In the event of the repeal or reduction of any applicable tariff(s), the provider shall immediately return to the original price list or make a proportional reduction in the price to reflect the decrease in tariff(s). Price adjustments under this clause shall be made in good faith and without undue delay upon confirmation via documents reflecting tariff changes.

RIDER G: IDENTIFICATION OF COUNTRY IN WHICH CONTRACTED WORK WILL BE PERFORMED

Please identify the country in which the services purchased through this contract will be performed:

☒ **United States. Please identify state: Maine**

☐ **Other. Please identify country: Enter Country**

Notification of Changes to the Information:

The Provider agrees to notify the Office of State Procurement Services of any changes to the information provided above.

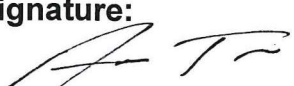
State of Maine - Department of Public Safety
RFA# 202503038
Public Safety Health and Wellness Reimbursement Fund

APPLICATION COVER PAGE

Applicant's Organization Name:	City of Westbrook – Fire & Rescue Department		
Chief Executive - Name/Title:	Steve Sloan – Fire Chief		
Tel:	207-749-4122	E-mail:	ssloan@westbrook.me.us
Headquarters Street Address:	570 Main Street		
Headquarters City/State/Zip:	Westbrook, ME 04092		
<i>(Provide information requested below if different from above)</i>			
Lead Point of Contact for Application - Name/Title:	Andrew Turcotte, Deputy Fire Chief		
Tel:	207-558-9129	E-mail:	aturcotte@cumberlandmaine.com
Street Address:	366 Tuttle Road		
City/State/Zip:	Cumberland, ME 04021		

- This Application and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening.
- No personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Applicant's Application.
- No attempt has been made, or will be made, by the Applicant to induce any other person or firm to submit or not to submit an application.
- The above-named organization is the legal entity entering into the resulting contract with the Department should they be awarded the contract.
- The undersigned is authorized to enter contractual obligations on behalf of the above-named organization.

To the best of my knowledge, all information provided in the enclosed application, both programmatic and financial, is complete and accurate at the time of submission.

Name (Print): Andrew Turcotte	Title: Deputy Fire Chief
Authorized Signature: 	Date: 03/29/2025

State of Maine - Department of Public Safety
RFA# 202503038
Public Safety Health and Wellness Reimbursement Fund

RESPONSIBLE APPLICANT CERTIFICATION

Vendor's Organization Name:	City of Westbrook, Fire & Rescue Department
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By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this application:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- b. Have not within three years of submitting the application for this contract been convicted of or had a civil judgment rendered against them for:*
 - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or contract.*
 - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.*
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification.*
- d. Have not within a three (3) year period preceding this application had one or more federal, state, or local government transactions terminated for cause or default.*
- e. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this application is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*
- f. Is not a foreign adversary business entity (<https://www.maine.gov/oit/prohibited-technologies>).*
- g. Is not on the list of prohibited companies (<https://www.maine.gov/oit/prohibited-technologies>) or does not obtain or purchase any information or communications technology or services included on the list of prohibited information and communications technology and services <https://www.maine.gov/oit/prohibited-technologies> (Title 5 §2030-B).*

Name (Print): Steve Sloan	Title: Fire Chief
Authorized Signature: 	Date: 03/29/2025

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Eligibility

Applicants must provide documentation to demonstrate meeting the eligibility requirements stated in Part I of the RFA.

Is the Applicant a qualifying government entity or group of government entities?

"Government entity" means the State or a municipality, plantation, or county.

☒ YES ☐ NO

Program Description

Applicants must provide documentation of the project scope.

Which recognized screening program will be deployed?

☐ CARDIAC/CANCER SCREENING
☐ WELLNESS SCREENING
☒ BOTH

Is this a regional application?

☐ YES ☐ NO

How many government entities are participating?

#

Is this a multiservice application?

☒ YES ☐ NO

If yes, which service types are participating?

☒ FIRE
☒ EMS
☒ EMERGENCY COMMUNICATIONS
☒ CORRECTIONS
☒ POLICE

If yes, provide a list of agencies.

Cumberland County Sheriff's Office – Police, Corrections, & Dispatch. Town of Cumberland – Police and Fire, City of Portland – Police, Fire, & Dispatch, Town of North Yarmouth – Fire, City of South Portland – Police & Fire, City of Westbrook – Police, Fire, & Dispatch, Town of Bridgton – Police & Fire, Town of Brunswick – Police, Fire, & Dispatch, Town of Cape

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Elizabeth – Police & Fire, Town of Falmouth – Police, Fire, & Dispatch, Town of Freeport – Police & Fire, Town of Gorham – Police, Town of Scarborough – Police, Fire, & Dispatch, Town of Windham – Police & Fire, Town of Yarmouth – Police & Fire, Town of Standish – Fire, Town of Gray – Fire, Maine Warden Service

Applicants must provide evidence of an agreement with medical providers or quote for services.

Narrative Response

How will the grant assist in reducing risk and exposure to first responders?

First responder health has become increasingly important and a more significant priority in the past decade, thankfully. The preeminent concern has been the mental health of first responders, but it is becoming more evident that the health and wellness of first responders is also critically important.

First responders are committed to protecting our community, providing treatment to our neighbors, and providing comfort to those whom we serve. What about the health and wellness of our first responders? Who is taking care of them? Recently, the legislature and public safety agencies throughout the State of Maine have made a commitment to take care of our first responders. The first responder bears a great deal of burden over their career, whether it be mentally or physically. The stress of the job, poor eating habits due to shift work, the surge of adrenaline associated with rapidly responding to calls, and poor sleep habits, all impact first responders.

According to a recent article, *Health & Justice, article 4*, “Research focusing on the physical, mental and social wellbeing of prison staff consistently paints a picture of a deeply unhealthy group of people, with above average physical health concerns. Likewise, recent literature suggests correctional employees are facing a mental health crisis, with high prevalence of mental health disorders and self-harming behaviors, even while compared to other law enforcement personnel”¹

Firefighting is another hazardous occupation that is correlated to an increased risk of cancer. Due to occupational exposures, firefighters are at increased risk for myeloma, testicular cancers, non-Hodgkin lymphoma, and prostate cancers. Aggressive screening and early detection have proven to be extremely beneficial for members of the fire service in the treatment of cancer.

Law enforcement officers, firefighters, emergency medical services personnel, and communications officers continually interact with individuals during their worst moments. Over a period of time, this continuous stress has a tendency to burden the aforementioned professionals leading to various mental health conditions, including suicide. In addition to mental illness, personal wellness is becoming a huge concern in all areas.

¹ Health & Science, “Correctional officers and the ongoing health implications of prison work” 17, December 2024.

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Furthermore, cardiovascular disease is the number one killer of all uniformed providers (law enforcement, firefighters, and EMS providers) and that these professionals are at a significantly higher risk of developing occupational cancers compared to civilians. The average lifespan for public safety professionals is 20 plus years less than our civilian counterparts, those that we have sworn to serve and protect. As demonstrated, the mortality rates for public safety professionals are significantly less than civilians. In fact, the average life expectancy for these professionals is 57 compared to 79 years of civilians. This is staggering and we need to do something about it.

It has been reported that when a first responder has a heart attack, the cost to the municipality or county can be as high as \$450,000.00 per employee. While the cost of testing each first responder for various medical concerns or providing mental health services to our first responders can be costly, it pales in comparison to the cost of a preventable heart attack, stroke, or suicide. The motto, pay now or pay later has never been so true.

We are outraged when an active first responder is killed in the line of duty, but, until recently, we searched for excuses rather than becoming outraged at the discovery that a first responder committed suicide. Today, leaders are realizing that we need to take care of our staff, whether it be their medical or behavioral health, in hopes that when these first responders retire, they will be as healthy as possible, similar to the condition that they entered the profession in.

Unfortunately, shift work, high workload, low staffing, mandatory overtime, lack of support and continuous, ongoing training leads to employee fatigue and burnout, mental illness, and despair. Occasionally, the mental illness and despair lead to physical health risks, workplace violence, and suicide.

Thankfully, during the 131st Legislative session, a bill was brought forth to support public safety, health and wellness. As a result of this support, a pilot project was established to partially fund a public safety health and wellness project over the next two years. Through this pilot project, the legislature appropriated 2 million dollars to provide to public safety personnel, which includes all fire personnel, EMS personnel, local and county law enforcement, county corrections staff, and communications staff.

A survey of Cumberland County revealed that we have 16 municipalities, 1 county, & 1 state agency, encompassing 37 public safety departments and 1,600 first responders, which include communications staff, corrections officers, EMS personnel, fire fighters, and law enforcement officers, that want to participate in these health screenings. The aforementioned staff provides public safety response to the nearly 306,000 individuals who call Cumberland County home. Additionally, the first responders protecting Cumberland County do so over 888 square miles.

While we realize that the funding approved through the 131st Legislature is not enough to support every employer and every employee, we do recognize that the first responders who do receive wellness assessments and/or mental health support because of this funding will be able to better serve their respective communities and the residents and visitors with whom they have sworn to serve and protect.

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Budget	
Applicants must provide a description of the use of funds. The Total Cost Per Participant will be used in the Budget Scoring Formula.	
Box 1: Total grant amount requested: (Total not to exceed \$2,000 per Public Safety Employee.)	\$ 444,917.64
Box 2: How many Public Safety Employees will the request impact?	# 1,600
Cost per Public Safety Employee (Box 1 / Box 2) = Total Cost Per Participant	\$ 278.07

Municipality	Participate Y/N	FDEE	EMSEE	PDEE	Dispatch EE	Corrections EE	Total EE	Total Award	POC Name FD	POC Name (PD)	Wellness Initiative - Primary	Wellness Initiatives - Secondary
Cumberland	Y	55		14			69	\$19,210.98	Andy Turcotte	Charles Rumsey	Cardio-Metabolic	Mental Health
North Yarmouth	Y	10					15	\$4,176.30	Greg Payson	Greg Payson		
Portland	Y	230		158	37		425	\$118,328.50	David Carter	Mark Dubois	Cardio-Metabolic	Mental Health
South Portland	Y	72		57			129	\$35,916.18	Phil Selberg	Dan Ahem	Cardio-Metabolic	
Westbrook	Y	55		48	10		113	\$31,461.46	Steve Sloan	Sean Lally		
Bridgton	Y	40		10			50	\$13,921.00		Phillip Jones	Cardio-Metabolic	
CC Sheriffs Office	Y			79	37	111	227	\$63,201.34		Kevin Joynce	Cardio-Metabolic	
Brunswick	Y	43		39	11		93	\$25,893.06	Ken Brilliant	Scott Stewart	Cardio-Metabolic	Mental Health
Cape Elizabeth	Y			14			14	\$3,897.88		Paul Fenton	Cardio-Metabolic	Mental Health
Falmouth	Y	41		21	10		72	\$20,046.24	Howard Rice	John Kilbride	Cardio-Metabolic	
Freeport	Y	24		23			47	\$13,085.74	Bob Bernard	Nate Goodman	Cardio-Metabolic	Mental Health
Gorham	Y			26			26	\$7,238.92		Michael Nault	Cardio-Metabolic	Mental Health
Maine Warden Service	Y			22			22	\$6,125.24		Jason Luce	Cardio-Metabolic	Mental Health
Scarborough	Y	50		43	17		110	\$30,626.20	Rich Kindelan	Mark Holmquist	Cardio-Metabolic	
Windham	Y	25		31			56	\$15,591.52	Brent Libby	Kevin Schofield	Cardio-Metabolic	Mental Health
Yarmouth	Y	35		14			49	\$13,642.58	Mike Robitaille	Daniel Gallant	Cardio-Metabolic	Mental Health
Standish	Y	66					66	\$18,375.72	Rob Caron	Rob Caron	Cardio-Metabolic	
Gray	Y	15					15	\$4,176.30	Kurt Elkanich	Kurt Elkanich	Cardio-Metabolic	
Total Agencies		14		15	6	1	36	\$444,915.16				
Totals EE		761	0	599	122	111	1598	\$278.42 per employee				