

**HARDIN COUNTY FISCAL COURT  
RESOLUTION NO. 2012-128**

**BE IT RESOLVED**, upon recommendation of the Emergency Services Committee, to accept Communicare as the provider for Hardin County Detention Center's Substance Abuse Program (SAP) for both men and women.

**BE IT FURTHER RESOLVED**, to authorize Judge/Executive Harry L. Berry and County Attorney Jennifer Oldham to negotiate the terms and conditions and to execute any contracts for the services with Communicare.

**ADOPTED**, by Hardin County Fiscal Court in its regular meeting on 14 August, 2012.

  
\_\_\_\_\_  
Harry L. Berry  
Hardin County Judge/Executive

ATTEST

  
\_\_\_\_\_  
Kenneth L. Tabb  
Hardin County Clerk

**MEMORANDUM OF AGREEMENT BETWEEN  
HARDIN COUNTY FISCAL COURT  
AND  
COMMUNICARE, INC. FOR THE  
WOMEN'S SUBSTANCE ABUSE RECOVERY PROGRAM AT THE  
HARDIN COUNTY DETENTION CENTER**

This Memorandum of Agreement is made and entered into on this the 14th day of August, 2012 by and between Hardin County Fiscal Court, PO Box 568, Elizabethtown, Kentucky 42702-0567, hereinafter known as "Fiscal Court" and Communicare, Inc., 107 Cranes Roost Court, Elizabethtown, Kentucky 42701, hereinafter known as "Communicare".

**WITNESSETH:**

**WHEREAS**, Hardin County deems it appropriate that a long term substance abuse treatment program (SAP) be provided within the Hardin County Detention Center; and

**WHEREAS**, the Kentucky Department of Corrections (DOC) in the exercise of its lawful duties has monies available to provide for the Hardin County Jail Women's Substance Abuse Recovery Program and will reimburse Hardin County Fiscal Court funds to run said program;

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

12. That Hardin County Fiscal Court will pay Communicare, Inc. to provide a long term residential substance abuse recovery program using the Pro-Social Recovery Model for 56 female state inmates housed at the Hardin County Detention Center.
13. The SAP provided by Communicare, Inc. will be administered in accordance with the Therapeutic Community model as approved by the Kentucky DOC Mental Health Division. Elements of the program must include, but are not limited to, cognitive behavioral counseling, 12-step intervention and relapse prevention.
14. Communicare, Inc. will provide therapists, with sufficient qualifications and expertise consistent with DOC Substance Abuse Program Policy and Procedure 13.8 to deliver chemical dependency services and will provide sufficient operating resources to run the Hardin County Jail Women's Substance Abuse Recovery Program utilizing the funds provided by Department of Corrections. Program staff must be approved by DOC prior to hiring and there shall be a minimum of 1 Communicare staffperson for every 20 inmate participants.
15. Hardin County Fiscal Court will pay Communicare, Inc. \$9 per day, per inmate, for a maximum of 56 inmates using DOC funds to develop, administer, and

operate a substance abuse Treatment and Recovery Program for Women at the Hardin County Jail. The maximum expenditure for the remainder of the fiscal year beginning August 15, 2012 shall not exceed \$161,280.00

16. Hardin County guarantees through funds from the Department of Corrections an Annual Average Population of 70% of the 56 SAP participants. If the actual annual average population is less than 70% of 56, Hardin County shall pay Communicare, Inc. the difference between the actual payments and the equivalent per diem for 70% of the agreed SAP participants. This guarantee shall be reduced by the number of inmates absent from the Hardin County Detention Center if the inmate is absent for more than 24 hours. The guarantee shall exclude the initial 30 day "ramp up" period and a 90 day end-of-contract transition period to allow removal of inmates. The annual average population shall be calculated by June 15<sup>th</sup> of each fiscal year.
17. It is expressly understood by the parties that Hardin County cannot guarantee any payment of funds above and beyond those funds available through the DOC for this purpose and that if budget balancing measures are implemented through the Kentucky General Assembly or by Executive Order of the Governor, the funds available pursuant to this agreement will be reduced accordingly.
18. Communicare, Inc. shall adopt any and all procedures, in a manner that is consistent with applicable regulations and state law, which are necessary to facilitate its comprehensive, consistent and efficient management of the program.
19. Hardin County will reimburse Communicare upon receipt of supporting documentation on a calendar month basis.

**CANCELLATION:**

20. Either party may cancel this Agreement at any time for cause and may cancel without cause on a 30-day written notice. If either party cancels under this provision, the Fiscal Court is only responsible for payment of actual services completed before the date of cancellation.

**PAYMENT:**

21. The total expenses reimbursable under this Agreement shall not exceed \$161,280.00 for the remainder of FY 2012-2013.
22. The contract period will run from August 15, 2012 – June 30, 2013.

