

**HARDIN COUNTY FISCAL COURT
RESOLUTION NO. 2014-040**

BE IT RESOLVED, to authorize Judge/Executive Harry L. Berry to execute all required documentation, and to act as the authorized correspondent, for the Fiscal Year 2014-2015 grant from the Kentucky Department of Corrections to support the Women's Drug Treatment Program at Hardin County Detention Center.

ADOPTED, by Hardin County Fiscal Court in its regular meeting on 25 March, 2014.



Harry L. Berry
Hardin County Judge/Executive

ATTEST



Kenneth L. Tabb
Hardin County Clerk



Commonwealth of Kentucky

CONTRACT

IMPORTANT

Show Doc ID number on all packages, invoices and correspondence.

Doc Description: Hardin County Jail - 56-Bed Women's SAP	
Doc ID No: PON2 527 140001694 1	Procurement Folder: 3300062
Procurement Type: Memorandum of Agreement	
Administered By: Becky Meehan	Cited Authority: FAP111-44-00
Telephone: 502-564-4001	Issued By: NIKKI JAMES

C O N T R A C T O R	HARDIN COUNTY JAIL
	100 LAWSON BLVD
	ELIZABETHTOWN KY 42701
	US

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	Hardin County Jail - 56-Bed Women's SAP		20,440.00	DAY	9.00000	0.00	183,960.00

Extended Description

Hardin County Jail - 56-Bed SAP Women's - Per Diem

B I L L T O	ADMINISTRATIVE SERVICES/CENTRAL OFFICE
	P.O. BOX 2400
	275 EAST MAIN STREET ROOM G-37
	FRANKFORT KY 40601
	US
S H I P T O	ADMINISTRATIVE SERVICES/CENTRAL OFFICE
	P.O. BOX 2400
	275 EAST MAIN STREET ROOM G-37
	FRANKFORT KY 40601
	US

Total Order Amount:	183,960.00
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MEMORANDUM OF AGREEMENT
BETWEEN
THE KENTUCKY DEPARTMENT OF CORRECTIONS
AND
HARDIN COUNTY JAIL

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SECTION 1 – ADMINISTRATIVE OVERVIEW

Section 1.00 – Purpose

This MEMORANDUM OF AGREEMENT (MOA) is entered into by the Kentucky Department of Corrections (herein after, KYDOC) and Hardin County Jail. The effective dates are July 1, 2014 to June 30, 2015.

KYDOC has deemed it appropriate and feasible that the Hardin County Jail provide a long-term substance abuse recovery program for fifty-six (56) female state inmates who are housed in the aforementioned facility pursuant to state statutes.

The MOA between the parties relates only to provision of the substance abuse recovery program and does not provide for confinement of inmates. State inmates' confinement in the jail is governed by applicable statutes and regulations and is not pursuant to the MOA. The MOA is not a contract for the confinement of inmates within the meaning of PREA regulation 28 C.F.R. § 115.12

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Section 1.02 – Issuing Office

The KYDOC Division of Administrative Services is issuing the MOA on behalf of the KYDOC Adult Institutions Division of Substance Abuse.

Section 1.02 – Communications

Unless otherwise instructed, all notices, consents, and other communications required and/or permitted by the Agreement shall be in writing.

All program related communications are to be made to KYDOC Adult Institutions Director of Substance Abuse with a copy provided to KYDOC Administrative Services as listed below.

Kevin Pangburn, Director
Division of Substance Abuse
Kentucky Department of Corrections
PO Box 2400
Frankfort, Kentucky 40602
Kevin.Pangburn@ky.gov

Communications relating to payments or billing issues are made to KYDOC Administrative Services as listed below.

Becky Meehan
Internal Policy Analyst III
Administrative Services
Kentucky Department of Corrections
PO Box 2400
Frankfort, Kentucky 40602
Becky.Meehan@ky.gov

SECTION 2 – SCOPE OF WORK

The following provisions are agreed to by the parties and form the basis of the agreement.

KYDOC has deemed it appropriate and feasible that the Hardin County Jail provide a long-term substance abuse recovery program for state inmates who are housed in that facility pursuant to state statutes, utilizing a Pro-social Recovery Model.

The MOA between the parties relates only to provision of the substance abuse recovery program and does not provide for confinement of inmates. State inmates' confinement in the jail is governed by applicable statutes and regulations and is not pursuant to the

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MOA. The MOA is not a contract for the confinement of inmates within the meaning of PREA regulation 28 C.F.R. § 115.12.

Section 2.01 – Program Requirements

1. Treatment of inmates participating in SAP shall be in compliance with all Kentucky Revised Statutes and the Kentucky Jail Standards.
2. Facility requirement: Separate SAP participant living area, classroom and recreation time segregated from the general population.
3. Course will be administered in accordance with the Therapeutic Community model as approved by KYDOC Division of Substance Abuse. Elements of the program must include, but are not limited to, cognitive behavioral counseling, 12-step intervention and relapse prevention.
4. Program must comply with DOC SAP Policy Guidelines (Guidelines and updated revisions can be found at <http://corrections.ky.gov> and Department of Corrections Policy and Procedure 13.8.
5. SAP Staff Credentials Standard – SAP staff must have a Bachelor Degree or equivalent years of clinical experience is required.
6. All JSAP staff is required to receive 40 hours of training related to Substance Abuse Treatment per calendar year.
7. All JSAP staff must meet minimum criteria and be approved by DOC prior to hiring.
8. SAP staffing requirement – A minimum of one (1) SAP staff per every twenty (20) inmate participants.
9. Jail Provider meetings are a requirement and the entire meeting must be attended by Jail SAP Program Directors or designee. Any absences must be approved by the DOC Jail SAP Program Administrators.
10. Must follow drug testing guidelines. At least 10% of the SAP program population must be tested each month. Drug testing results shall be forwarded to the assigned DOC Program Administrator.
11. The Jail Substance Abuse Program Administrator will provide names of approved SAP inmates to fill SAP vacancies. Vacancies filled in any other manner will be considered a violation of the terms of the contract and not subject for payment.
12. Inmate qualifications:
 - a. Male or female adult felony offender currently residing in a prison or county jail.
 - b. Verified history of substance abuse
 - c. Within twenty-four (24) months of a Parole Board hearing
 - d. Sixty (60) days of no Category 3-11 or Category 4 or above disciplinary action prior to admission
 - e. No active Psychosis diagnosis
 - f. Must be classified by the KYDOC and assigned a custody level. (There are some occasions where medical limitations may hinder participation.)
13. Inmates in the Substance Abuse Program must be identified with clothing that distinguishes them from non-SAP inmates.
14. Duration of inmate's SAP participation-Minimum of six (6) months.
15. Progress measurement – Inmates progress is determined by successful completion of respective program phases based on classroom testing, consistent

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behavioral change and active participation. The Program Administrator ultimately determines inmate progress.

16. Participate in KYDOC sponsored follow-up study to determine effectiveness of services.
17. Provide through its clinical staff a monthly performance report to the KYDOC. Content to be determined by KYDOC Division of Substance Abuse, Program Administrator.
18. Pursue licensure status as explained in 908 KAR 1:370 Licensure Procedures and Standards.

Section 2.02 – Kentucky Department of Corrections Responsibilities

1. KYDOC Division of Substance Abuse staff will provide clinical oversight and review program performance and compliance as outlined in this Agreement.
2. A Substance Abuse Program Administrator will review the applications for approval. If approved, the inmate will be moved to the facility based upon bed availability.
3. KYDOC will pay the jail \$9 per inmate per day for participation in SAP. The jail shall receive this amount in addition to the standard per diem it receives for housing a state inmate pursuant to state statutes. The SAP per diem is authorized for only those inmates that KYDOC approves and enrolls into SAP. Payment includes the date of arrival but not the date of departure.
4. KYDOC will make a determination of funding for those inmates placed in SAP by non KYDOC Division of Substance Abuse staff. Funding for said inmates is at the discretion of KYDOC and subject to funds availability.
5. KYDOC has ninety (90) days after notification of cancellation to move inmates into another facility if required.
6. KY DOC will scan completion and graduation certificates into KOMS.

Section 2.03 – Hardin County Jail Responsibilities

1. Establish and administer a SAP program as described in Section 2.01 of this Agreement able to support up to fifty-six (56) female inmates.
2. Invoice KYDOC on a calendar month basis separate from any other invoice. The invoice must be of sufficient detail to explain costs.
3. Maintain supporting documents to substantiate invoices and shall furnish same if required by KYDOC.
4. Confirm the arrival and enrollment of state inmates into the Jail SAP to KYDOC Division of Substance Abuse.
5. The receiving jail may not refuse a SAP inmate that has been approved by the Department of Corrections.
6. Once an inmate's name is provided to a Jail SAP, the program has one week to transport the inmate to the program.
7. The receiving jail may not refuse to transport an inmate once he has been determined to be an appropriate SAP referral by the DOC.
8. Jails that refuse to transport or accept inmates will not be given additional referrals.

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9. The jail may appeal to KYDOC, Population Management Branch, the assignment of an inmate to the jail's facility. The appeal must be specific to the inmate and must articulate the reason the jail cannot accept the inmate and the impact to its facility and operations. KYDOC will process the appeal internally as appropriate and make a final determination. If the appeal is upheld the inmate will be reassigned by KYDOC.
10. Notify KYDOC Division of Substance Abuse when a state inmate is discharged from SAP.
11. Participate in a follow-up study sponsored or endorsed by KYDOC to determine effectiveness of services.
12. Provide, through its clinical staff, a monthly report to KYDOC. Content to be determined by KYDOC Division of Substance Abuse, Program Administrator
13. All state funds paid to the Hardin County Jail for inmates participating in the Substance Abuse Treatment program and any interest earned on the funds shall be expended on the treatment of inmates in SAP.

Section 2.04 – Minimum Guarantee

The Department of Corrections guarantees an Annual Average Population of seventy percent (70%) of fifty-six (56) SAP participants as stipulated in Section 2.03. If the actual annual average population is less than seventy percent (70%) of fifty-six (56), the Department of Corrections shall pay the county jail the difference between the actual payments and the equivalent per diem for seventy percent (70%) of the agreed SAP participants. This guarantee shall be reduced by the number of inmates absent from the Facility if the inmate is absent for more than twenty four (24) hours. The guarantee shall exclude the initial thirty (30) day ramp up period and a ninety (90) day end-of-contract transition period to allow removal of inmates. The annual average population shall be calculated by June 15th of the fiscal year. (Example: 20 inmate SAP. Guaranteed minimum payment for the fiscal year would be $20 \times 9 \times 365 \times 70\% = \$45,999$. If total actual payment was \$32,420, KYDOC would provide additional payment of \$13,570.)

SECTION 3 – TERMS AND CONDITIONS OF THE AGREEMENT

Cancellation clause:

Either party may cancel the contract at any time for cause or may cancel without cause on 30 days' written notice.

Funding Out Provision:

The state agency may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The state agency shall provide the contractor thirty (30) calendar days written notice of termination of the contract.

Reduction in Contract Worker Hours

The Kentucky General Assembly may allow for a reduction in contract worker hours in

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conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the contract will be reduced by the amount specified in that document.

Access to Records

The state agency certifies that it is in compliance with the provisions of KRS 45A.695. "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The contractor, as defined in KRS 45A.030(9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

Effective Date:

All Memorandum of Agreements are not effective until the secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the government contract review committee. However, Memoranda of Agreements \$50,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes only as provided under KRS 45A.700.

KRS 45A.695(7) Payments on personal service contracts and memoranda of agreements shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the secretary of the Finance and Administration cabinet or agency head, if the agency has been granted delegation authority by the secretary.

Violation of tax and employment laws

KRS 45A.485 requires the contractor to reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

To comply with the provisions of KRS 45A.485, the contractor shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

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KRS 45A.485 also provides that, for the duration of any contract, the contractor shall be in continuous compliance with the provisions of those statutes which apply to the contractor's operations, and that the contractor's failure to reveal a final determination as described above or failure to comply with the above statutes for the duration of the contract, shall be grounds for the Commonwealth's cancellation of the contract and the contractor's disqualification from eligibility for future state contracts for a period of two (2) years.

Contractor must check one:

 The contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.

_____ The contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). A list of such determination(s) is attached

Approvals

This contract is subject to the terms and conditions as stated. By affixing signatures below, the parties agree that electronic approvals may serve as electronic signatures. In

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addition, the parties verify that they are authorized to bind this agreement between parties and that they accept the terms of the agreement.

1st Party:

Signature Title

Printed Name Date

2nd Party:

 _____
Signature Title Hardin County Judge/Executive

Harry L. Berry _____
Printed Name Date March 25, 2014

Other Party

Signature Title

Printed Name Date

Approved as to form and legality:

Attorney