

**HARDIN COUNTY FISCAL COURT  
RESOLUTION NO. 2016-037**

**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 2016/2017 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 22 March 2016.

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

ATTEST

  
\_\_\_\_\_  
Debbie Donnelly  
Hardin County Clerk



# Commonwealth of Kentucky

## CONTRACT

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

<b>Doc Description:</b> Hardin County Jail - 56-Bed Women's SAP	
<b>Doc ID No:</b> PON2 527 1600001504 1	<b>Procurement Folder:</b> 4189910
<b>Procurement Type:</b> Memorandum of Agreement	<b>Record Date:</b>
<b>Issued By:</b> DANIEL JESSEE	<b>Cited Authority:</b> FAP111-44-00
<b>Telephone:</b>	

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

**Effective From:** 7/1/2016      **Effective To:** 6/30/17

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

1600001504	Document Phase Draft	Document Description Hardin County Jail - 56-Bed Women's SAP	Page 2 of 12
------------	-------------------------	---	-----------------

### Personal Information and Security Breach

Vendors that receive Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq., (the "Act"), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set forth in the Act.

"Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

- a. An account, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;
- b. A Social Security number;
- c. A taxpayer identification number that incorporates a Social Security number;
- d. A driver's license number, state identification card number or other individual identification number issued by an agency;
- e. A passport number or other identification number issued by the United States government; or
- f. Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g."

As provided in KRS 61.931(5), a "non-affiliated third party" means "any person or entity that has a contract or agreement with the Commonwealth and receives (accesses, collects or maintains) personal information from the Commonwealth pursuant to the contract or agreement."

The vendor hereby agrees to cooperate with the Commonwealth in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.

The vendor shall immediately notify as soon as possible, but not to exceed seventy-two (72) hours, the contracting agency, the Office of Procurement Services, the Commonwealth Office of Technology and the NG-KIH Program Office of a determination of or knowledge of a breach, unless the exception set forth in KRS 61.932(2)(b)2 applies and the vendor abides by the requirements set forth in that exception.

The vendor hereby agrees that the Commonwealth may withhold payment(s) owed to the vendor for any violation of the Identity Theft Prevention Reporting Requirements.

The vendor hereby agrees to undertake a prompt and reasonable investigation of any breach as required by KRS 61.933.

Upon conclusion of an investigation of a security breach of Personal Information as required by KRS 61.933, the vendor hereby agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach.

In accordance with KRS 61.932(2)(a) the vendor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth Office of Technology:

<http://technology.ky.gov/ciso/Pages/InformationSecurityPolicies,StandardsandProcedures.aspx>

1600001504	Document Phase Draft	Document Description Hardin County Jail - 56-Bed Women's SAP	Page 3 of 12
------------	-------------------------	---	-----------------

MEMORANDUM OF AGREEMENT  
BETWEEN  
THE KENTUCKY DEPARTMENT OF CORRECTIONS  
AND  
HARDIN COUNTY JAIL

Table of Contents

Section 1 – Administrative Overview

- 1.00 - Purpose
- 1.01 – Issuing Office
- 1.02 – Communications

Section 2 – Scope of Work

- 2.00 - Scope of Work
- 2.01 – Program Guidelines
- 2.02 – Kentucky Department of Corrections Responsibilities
- 2.03 – Hardin County Jail Responsibilities
- 2.04 – Minimum Guarantee

Section 3 – Memorandum of Agreement Terms and Conditions

**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, 2016 to June 30, 2017.

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

1600001504	Document Phase Draft	Document Description Hardin County Jail - 56-Bed Women's SAP	Page 4 of 12
------------	-------------------------	---	-----------------

### Section 1.01 – 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.

Hilarye Dailey  
Director  
Administrative Services  
Kentucky Department of Corrections  
PO Box 2400  
Frankfort, Kentucky 40602  
Hilarye.Dailey@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.

1600001504	Document Phase Draft	Document Description Hardin County Jail - 56-Bed Women's SAP	Page 5 of 12
------------	-------------------------	---	-----------------

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.

#### Section 2.01 – Program Guidelines

1. Housing and 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 clinical staff must have a Bachelor Degree or equivalent years of clinical experience is required.
6. SAP Credentials Standard- SAP Program Director must meet requirements for licensure as specified in 908 KAR1:370.
7. All JSAP staff is required to comply with DOC training protocol. Some training may include webinars.
8. All JSAP staff must meet minimum criteria and be approved by DOC prior to hiring.
9. SAP staffing requirement – A minimum of one (1) SAP staff per every twenty (20) inmate participants.
10. 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.
11. All new participants shall be drug tested upon arrival.
12. 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.
13. 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.
14. Inmate qualifications:
  - a. 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

1600001504	Document Phase Draft	Document Description Hardin County Jail - 56-Bed Women's SAP	Page 6 of 12
------------	-------------------------	---	-----------------

- 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.)
- 15. Inmates in the Substance Abuse Program must be identified with clothing that distinguishes them from non-SAP inmates.
- 16. Duration of inmate's SAP participation-Minimum of six (6) months.
- 17. Progress measurement – Inmates progress is determined by successful completion of respective program phases based on classroom testing, consistent behavioral change and active participation. The Program Administrator ultimately determines inmate progress.
- 18. Participate in KYDOC sponsored follow-up study to determine effectiveness of services.
- 19. Provide through its clinical staff a monthly performance report to the KYDOC. Content to be determined by KYDOC Division of Substance Abuse, Program Administrator.
- 20. 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.

1600001504	Document Phase Draft	Document Description Hardin County Jail - 56-Bed Women's SAP	Page 7 of 12
------------	-------------------------	---	-----------------

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.
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

1600001504	<b>Document Phase</b> Draft	<b>Document Description</b> Hardin County Jail - 56-Bed Woman's SAP	<b>Page 8</b> of 12
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**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 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**

1600001504	Document Phase Draft	Document Description Hardin County Jail - 56-Bed Women's SAP	Page 9 of 12
------------	-------------------------	---	-----------------

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.

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

**Discrimination:**

Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise

1600001504	Document Phase Draft	Document Description Hardin County Jail - 56-Bed Women's SAP	Page 10 of 12
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qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section

1600001504	Document Phase Draft	Document Description Hardin County Jail - 56-Bed Women's SAP	Page 11 of 12
------------	-------------------------	---	------------------

204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**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 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:

<u>Rodney Ballard</u>	<u>Commissioner</u>
Signature	Title
Rodney Ballard	04/01/2016

1600001504	Document Phase Draft	Document Description Hardin County Jail - 56-Bed Women's SAP	Page 12 of 12
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\_\_\_\_\_  
Printed Name                      Date

2nd Party:

  
\_\_\_\_\_  
Signature                      Title                      Hardin County Judge/Executive

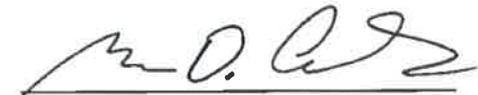
Harry L. Berry                      \_\_\_\_\_  
Printed Name                      Date                      March 22, 2016

Other Party

\_\_\_\_\_  
Signature                      Title

\_\_\_\_\_  
Printed Name                      Date

Approved as to form and legality:

  
\_\_\_\_\_  
Attorney