

**HARDIN COUNTY FISCAL COURT
RESOLUTION NO. 2016-038**

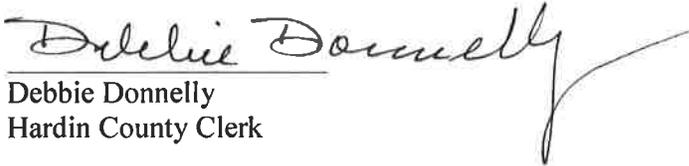
BE IT RESOLVED, to authorize Judge/Executive Harry L. Berry to execute all required documentation, and to act as the authorized correspondent, for the Fiscal Years 2016/2017 and 2017/2018 grant from the Kentucky Department of Corrections to support the Men's Drug Treatment Program at Hardin County Detention 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.

Doc Description: Hardin County Detention Center SAP - 50-Bed - Men - RSAT	
Doc ID No: PON2 527 1600001459 1	Procurement Folder: 4188861
Procurement Type: Memorandum of Agreement	Record Date:
Issued By: DANIEL JESSEE	Cited Authority: FAP111-44-00
Telephone:	

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

Effective From: 07/01/2016 **Effective To:** 06/30/2018

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	Hardin Co. Detention Ctr. SAP 50-Bed - Men - RSAT -		38,500.00	DAY	9 00000	0 00	328,500.00

Extended Description
Hardin Co. Detention Ctr. SAP - 50-Bed - Men - RSAT - Per Diem

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

Total Order Amount: 328,500.00

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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 number, 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 Health Information as defined in 45 C.F.R. sec. 160.103 (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 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>

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MEMORANDUM OF AGREEMENT
BETWEEN
THE KENTUCKY DEPARTMENT OF CORRECTIONS
AND
HARDIN COUNTY DETENTION CENTER

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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 Detention Center. The effective dates are July 1, 2016 to June 30, 2018.

KYDOC has deemed it appropriate and feasible that the Hardin County Detention Center provide long-term residential substance abuse recovery program for fifty (50) male state inmates housed in the aforementioned facility.

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 1.02 – Issuing Office

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The KYDOC Division of Administrative Services is issuing the MOA on behalf of the KYDOC Adult Institutions Division of Mental Health.

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 Mental Health with a copy provided to KYDOC Administrative Services as listed below.

Kevin Pangburn
Director Mental Health
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.

Tony Crockett
Internal Policy Analyst II
Administrative Services
Kentucky Department of Corrections
PO Box 2400
Frankfort, Kentucky 40602
Tony.Crockett2@KY.GOV

Scope of Services:

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 Detention Center provide residential substance abuse recovery program for state inmates housed in that facility 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 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 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 Mental Health Division. 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. The SAP vendor must be selected through a competitive bid process and all Residential Substance Abuse Treatment (RSAT) funds must be used to conduct services.
6. SAP Credentials Standard – SAP Clinical staff must have a Bachelor Degree or equivalent years of clinical experience.
7. SAP Credentials Standard – SAP Program Director must meet requirements for licensure as specified in 908 KAR1:370.
8. All JSAP staff is required to comply with DOC training protocol. Some training may include webinars.
9. All JSAP staff must meet minimum criteria and be approved by DOC prior to hiring.
10. SAP staffing requirement – A minimum of one (1) SAP staff per every twenty (20) inmate participants.
11. 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.
12. All new participants shall be drug tested upon arrival.
13. 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.
14. 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.
15. Inmate qualifications:
 - a. Male adult felony offender currently residing in a prison or county jail.
 - b. Verified history of substance abuse

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- 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.)
16. Inmates in the Substance Abuse Program must be identified with clothing that distinguishes them from non-SAP inmates.
 17. Duration of inmate's SAP participation-Minimum of six (6) months.
 18. 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.
 19. Participate in KYDOC sponsored follow-up study to determine effectiveness of services.
 20. Provide through its clinical staff a monthly performance report to the KYDOC. Content to be determined by KYDOC Mental Health, Program Administrator.
 21. Pursue licensure status as explained in 908 KAR 1:370 Licensure Procedures and Standards.

Section 2.02 – Kentucky Department of Corrections Responsibilities

1. KYDOC 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 provide an additional \$9 per inmate per day increment above the standard per diem paid to County Jails for housing a state inmate. The SAP per diem is authorized for only those inmates that KY DOC approves and enrolls into SAP or controlled intake inmates that are placed in SAP by the sentencing Judge. Payment includes the date of arrival but not the date of departure.
4. All state funds paid to the Hardin County Detention Center 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. Any funds received by the Hardin County Detention Center that are not expended for this purpose shall be returned to the KYDOC RSAT program.

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5. KYDOC will make a determination of funding for those inmates placed in SAP by non KYDOC Mental Health staff. Funding for said inmates is at the discretion of KYDOC and subject to funds availability.
6. KYDOC has ninety (90) days after notification of cancellation to move inmates into another facility if required.
7. KY DOC will scan completion and graduation certificates into KOMS.

Section 2.03 – Hardin County Detention Center Responsibilities

1. Establish and administer a SAP program as described in Section 2.01 of this Agreement able to support up to fifty (50) male 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 Mental Health.
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 Mental Health 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 Mental Health, Program Administrator

Section 2.04 – Minimum Guarantee

The Department of Corrections guarantees an Annual Average Population of seventy percent (70%) of fifty (50) SAP participants as stipulated in Section 2.03. If the actual annual average population is less than seventy percent (70%) of fifty (50), the Department of Corrections shall pay the county jail the difference between the actual payments and

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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 2.05 – Required Performance Measures Report

The following performance measures must be reported by the RSAT Contract Vendor by the 5th of the month following the reporting period to the Office of Research and Grants, KY DOC via email to Danny.Norris@Ky.Gov or her designee. If the Bureau of Justice Assistance changes reporting requirements, they will make the necessary changes within 30 days. Failure to report information in a timely fashion may result in forfeiture of federal funds.

Required Performance Measures for RSAT Contracts:

The vendor will be responsible to report the percent of participants completing the program who remain drug free during the residential program; percent of participants completing the program who remain drug free during the aftercare program; percent of participants completing the program who remain arrest free during supervised aftercare program; of the offenders who complete the program, the number who have remained arrest-free for 1 year following release from aftercare; and percent of participants that pass drug testing (annual long-term) while in an RSAT-funded program.

The vendor will also report the number of participants in the RSAT program. The average cost per day for the residential program will be calculated and reported. The vendor will be responsible to report the number of days of residential treatment provided, number of days of aftercare provided, number of previously funded RSAT beds continued during this grant cycle, any new treatment beds added with RSAT grant funds during this grant cycle, treatment beds funded through other sources, but enhanced with RSAT-funded services; average length of stay in the residential program in days, for those completing the program.

The vendor will be responsible to report the total number of offenders successfully completing the residential program; the total number of offenders who dropped out of the residential program; and the total number of offenders who were terminated from the residential program.

The vendor will report the total number of offenders entering an RSAT-funded aftercare program; the average length of stay in the aftercare program measured in days, for those completing the program; the total number of offenders successfully completing

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the aftercare program; the total number of offenders who dropped out of the aftercare program; the total number of offenders who were terminated from the aftercare program; and the average cost per day for the aftercare program.

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.

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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.

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:

 X 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

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of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise 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 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:

Rodney Ballard Commissioner
Signature Title

Rodney Ballard 04/01/2016
Printed Name Date

2nd Party:

 Hardin County Judge/Executive
Signature Title

Harry L. Berry March 22, 2016
Printed Name Date

Other Party

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Signature

Title

Printed Name

Date

Approved as to form and legality:

A handwritten signature in black ink, appearing to be "M. D. Curtis", written over a horizontal line.

Attorney