



# Commonwealth of Kentucky

## CONTRACT

CONTRACT INFORMATION			
<b>DOC ID Number:</b>	<b>PON3</b>	<b>527</b>	<b>2200000001</b>
Effective Date:	9/1/2021	Record Date:	
Expiration Date:	6/30/2022	Procurement Folder:	710310
Document Description:	DOC Jail Payments House Bill 556	Procurement Type:	MOA/PSC Exception
Cited Authority:	DOC Sentencing Credits	Version Number:	1

CONTACT INFORMATION	
<b>ISSUER:</b>	
Erika Watt	
502-782-2335	
Erika.Watt@ky.gov	

VENDOR INFORMATION	
Name /Address:	Contact:
KY0032706: ADAIR COUNTY JAIL 204 GREENSBURG ST COLUMBIA KY 42728	DENNIS LOY 270-384-5701
KY0032762: BRECKINRIDGE COUNTY PO BOX 227 HARDINSBURG KY 40143	SHERRIE LAWSON 270-756-5113 SASHLEY@BBTEL.COM
KY0032764: BULLITT COUNTY FISCAL COURT PO BOX 768 300 S BUCKMAN ST SHEPHERDSVILLE KY 40165	STEPHANIE K SHARP 502-543-2639 ksharp@bullittky.com
KY0041381: BUTLER COUNTY FISCAL COURT DBA: JAIL FUND PO BOX 626 MORGANTOWN KY 42261	BUTLER COUNTY TREASURER 270-526-3433 BCTREASURER@BUTLERCOKY.COM
KY0032778: CALLOWAY COUNTY DBA: 911 FUND 101 SOUTH 5TH STREET MURRAY KY 42071	TONYA ROBINSON 270-753-4030 trobinson@callowayky.com
KY0032784: Campbell County Fiscal Court 1098 MONMOUTH STREET NEWPORT KY 41071	Marie M Schenkel 859-547-1820 mschenkel@campbellcountyky.gov

<p>KY0032793: CARROLL COUNTY 440 MAIN ST CARROLLTON KY 41008</p>	<p>DEBRA K CAYTON 502-732-7000 CCTREASURER@BELLSOUTH.NET</p>
<p>KY0032797: CARTER COUNTY 300 W MAIN STREET ROOM 220 GRAYSON KY 41143</p>	<p>BETH JUSTICE 606-474-9551 BETH_JUSTICE@HOTMAIL.COM</p>
<p>KY0032803: CASEY COUNTY PO BOX 306 LIBERTY KY 42539</p>	<p>CASEY COUNTY TREASURER 606-787-8311 CASEYCOTREASURER@WINDSTREAM.NET</p>
<p>KY0032809: CHRISTIAN COUNTY JAIL 410 WEST 7TH STREET HOPKINSVILLE KY 42240</p>	<p>CHRISTIAN COUNTY TREASURER 270-887-4103 CCOTREAS@HOPKINSVILLE.NET</p>
<p>KY0032815: CLARK COUNTY 34 S MAIN ST RM 103 WINCHESTER KY 40391</p>	<p>CLARK COUNTY TREASURER 859-745-0200 clarkcountytreasurer@clarkcoky.com</p>
<p>KY0032750: Allen County Fiscal Court 201 W MAIN ST PO BOX 115 SCOTTSVILLE KY 42164</p>	<p>JESSICA CLINE 270-237-4016 JESSICA@ALLENCOUNTYKENTUCKY.COM</p>
<p>KY0035814: CLAY COUNTY FISCAL COURT DBA: GENERAL FUND 102 RICHMOND ROAD SUITE 201 MANCHESTER KY 40962</p>	<p>DEBRA PARKS 606-598-2071 CCFC2@WINDSTREAM.NET</p>
<p>KY0032823: CRITTENDEN COUNTY DETENTION CENTER 208 W. CARLISLE STREET MARION KY 42064</p>	<p>ROBERT KIRK 270-965-3185 CRITTENDENKYDETENTION@YAHOO.COM</p>
<p>KY0032833: DAVIESS COUNTY DBA: JAIL FUND 212 ST ANN ST ROOM 202 OWENSBORO KY 42303</p>	<p>JIM HENDRIX 270-685-8424 JHENDRIX@DAVISSKY.ORG</p>
<p>KY0033801: LEXINGTON FAYETTE URBAN CO GOVERNMENT 200 EAST MAIN STREET LEXINGTON KY 40507</p>	<p>Chad Hancock 8592583313 chancock@lexingtonky.gov</p>

<p>KY0033803: FLOYD COUNTY PO BOX 1600 PRESTONSBURG KY 41653</p>	<p>DAVID LAYNE 606-226-4343 DAVIDLAYNE2@HOTMAIL.COM</p>
<p>KY0033804: FRANKLIN COUNTY FISCAL COURT 321 W MAIN STREET FRANKFORT KY 40601</p>	<p>SUSAN LAURENSEN 502-875-8751 SLAURENSEN@franklincountyky.com</p>
<p>KY0033807: FULTON COUNTY 2216 MYRON CORY DRIVE SUITE 1 HICKMAN KY 42050</p>	<p>LESLIE WOODS 270-236-2594 LESLIEWOODS@BELLSOUTH.NET</p>
<p>KY0033854: GRANT COUNTY FISCAL COURT DBA: JAIL FUND 101 N MAIN ST WILLIAMSTOWN KY 41097</p>	<p>PEGGY UPDIKE 859-823-0251 peupdike@grantco.org</p>
<p>KY0033856: GRAVES COUNTY FISCAL COURT DBA: JAIL FUND 101 EAST SOUTH STREET MAYFIELD KY 42066</p>	<p>CODIE COURTNEY 270-247-3626 TREASURER@GRAVESCOUNTYKY.COM</p>
<p>KY0033858: GRAYSON COUNTY DETENTION CENTER DBA: JAIL FUND 130 EAST MARKET ST LEITCHFIELD KY 42754</p>	<p>ANGEL HAYES 270-259-0709 TREASURER@GRAYSONCOUNTYKY.ORG</p>
<p>KY0032717: BALLARD COUNTY DBA: GENERAL FUND PO BOX 276 WICKLIFFE KY 42087</p>	<p>SUSAN BAILEY 270-335-5176 BCTREASURE@BRTC.NET</p>
<p>KY0033868: GREENUP COUNTY JAIL DBA: JAIL FUND 100 LAUREL ST GREENUP KY 41144</p>	<p>SHARON BATES 606-473-6575 SHASSLER@ZOOMINTERNET.NET</p>
<p>KY0033874: HARDIN COUNTY FISCAL COURT DBA: JAIL FUND PO BOX 568 ELIZABETHTOWN KY 42702</p>	<p>LISA PEARMAN 270-982-8484 LPEARMAN@HCKY.ORG</p>
<p>KY0033826: HARLAN COUNTY PO BOX 956 HARLAN KY 40831</p>	<p>RYAN CREECH 606-573-4771 RYANCREECH@HARLANONLINE.NET</p>

KY0033832: HART COUNTY  
DBA: GENERAL FUND  
200 MAIN STREET  
PO BOX 490  
MUNFORDVILLE KY 42765

TRESIA WEBER  
270-524-9474  
treasurer@hartky.org

KY0033926: HENDERSON COUNTY  
DBA: Jail Fund  
20 N MAIN ST

BRENDA RIDER  
270-826-3233  
BRIDER@HENDERSONKY.US

HENDERSON KY 42420

KY0033893: HOPKINS COUNTY  
PO BOX 592  
56 NORTH MAIN STREET  
MADISONVILLE KY 42431

TRACY BROWNING  
270-821-2666  
tbrowning@hopkinscounty.net

KY0033894: JACKSON COUNTY  
101 MAIN STREET  
PO BOX 175  
MCKEE KY 40447

SHAY HACKER  
606-287-8549  
TREASURER@PRTCNET.ORG

KY0029841: LOUISVILLE JEFFERSON CO METRO GOVERNMENT  
611 W Jefferson St  
Louisville KY 40202

Kristina Messina  
502-574-3866  
Kristina.Messina@louisvilleky.gov

KY0001526: JESSAMINE COUNTY FISCAL COURT  
DBA: JAIL FUND  
101 N MAIN ST  
NICHOLASVILLE KY 40356

TAMI EAST  
859-887-8079  
TAMIE@JESSAMINECO.COM

KY0044647: BIG SANDY REGIONAL DETENTION CENTER  
904 3RD STREET  
PAINTSVILLE KY 41240

PAMELA BURGESS  
606-297-5245  
pamela.burgess@suddenlinkmail.com

KY0032721: BARREN COUNTY FISCAL COURT  
117 North Public Square  
Suite 3A  
GLASGOW KY 42141

Jenny Hoffman  
270-651-8560  
JHoffman@glasgow-ky.com

KY0033949: KENTON COUNTY FISCAL COURT  
DBA: JAIL FUND  
1840 Simon Kenton Way  
Suite 5100  
COVINGTON KY 41011

KURT GREIVENKAMP  
859-392-1444  
kurt.greivenkamp@KENTONCOUNTY.ORG

KY0033954: KNOX COUNTY FISCAL COURT  
DBA: JAIL FUND  
PO BOX 173  
BARBOURVILLE KY 40906

JOHN TYE  
606-546-8915  
KCTREAS@BARBOURVILLE.COM

KY0036212: LARUE COUNTY JAIL

LARUE COUNTY JAIL  
209 W HIGH ST  
HODGENVILLE KY 42748

OLIVA REED  
270-358-4400  
OLIVIA@LARUECOUNTY.ORG

KY0033909: LAUREL COUNTY FISCAL COURT  
DBA: General Fund  
101 SOUTH MAIN STREET  
RM 204  
LONDON KY 40741

KAREN MONTGOMERY  
606-864-4640  
LCFISCALCOURT1@WINDSTREAM.NET

KY0025323: THREE FORK REGIONAL JAIL

PO BOX 695

BEATTYVILLE KY 41311

BARBARA FRIEND  
606-464-2598  
bfriend.tfrj@yahoo.com

KY0033967: LESLIE COUNTY FISCAL COURT  
DBA: JAIL FUND  
PO BOX 619  
22010 MAIN STREET  
HYDEN KY 41749

Jennifer Laura Bowling  
6066723200  
Jennifer.Bowling@Leslieky.com

KY0033917: LETCHER COUNTY FISCAL COURT

156 MAIN STREET STE 107

WHITESBURG KY 41858

DJ FRAZIER  
606-633-2129  
DFRAZIER@LETCHERCOUNTY.KY.GOV

KY0033919: LEWIS COUNTY

514 SECOND ST ROOM 201

VANCEBURG KY 41179

PENNY LEE  
606-796-0285  
PENNY.LEE@LEWISCOUNTYKY.GOV

KY0033972: LINCOLN COUNTY FISCAL COURT  
DBA: JAIL FUND  
102 EAST MAIN STREET

STANFORD KY 40484

MARY S HOPKINS  
606-365-4590  
MHOPKINS@LINCOLNKY.COM

KY0033980: LOGAN COUNTY

PO BOX 365

RUSSELLVILLE KY 42276

AMANDA STRATTON  
270-726-3116  
a.stratton@logancountyky.gov

KY0032729: BELL COUNTY

PO BOX 339

PINEVILLE KY 40977

IRMA BROOKS  
606-337-2497  
IRMA@BCJE.COM

KY0033983: MADISON COUNTY

PO BOX 1120

RICHMOND KY 40476

GLENNA BAKER  
859-624-4702  
GLENNA.BAKER@MADISONCOUNTYKY.US

KY0034011: MARION COUNTY  
223 N SPALDING AVENUE  
ROOM 201  
LEBANON KY 40033

KEVIN COCHRAN  
270-692-3451  
KEVINRCOCHRAN@WINDSTREAM.NET

KY0033992: MARSHALL COUNTY FISCAL COURT  
DBA: GENERAL FUND  
1101 MAIN ST  
BENTON KY 42025

ERICA WEST  
270-527-4725  
ERICA.WEST@MARSHALLCOUNTYKY.GOV

KY0033994: MASON COUNTY  
221 STANLEY REED CT  
MAYSVILLE KY 41056

KIM MUSE  
606-564-6381  
TREASURER@MASONCOUNTYKENTUCKY.US

KY0033995: MCCrackEN COUNTY FISCAL COURT  
300 Clarence Gains St  
Paducah KY 42003

Pam Thompson  
270-444-4725  
pthompson@mccrackenky.com

KY0034095: MEADE COUNTY  
516 HILLCREST DR  
BRANDENBURG KY 40108

MEADE COUNTY TREASURER  
270-547-8680  
TREASURER@MEADEKY.GOV

KY0034102: MONTGOMERY COUNTY  
PO BOX 690  
44 WEST MAIN STREET  
MT STERLING KY 40353

MONTGOMERY COUNTY TREASURER  
859-498-8703  
MARYE.WILSON@KY.GOV

KY0034105: MUHLENBERG COUNTY  
PO BOX 137  
100 SOUTH MAIN ST  
GREENVILLE KY 42345

CHARLES R LEWIS  
270-338-3902  
CRLCPA@ATT.net

KY0034108: NELSON COUNTY  
PO BOX 578  
BARDSTOWN KY 40004

RHONDA FENWICK  
502-348-1804  
NELSONTREASURER@BARDSTOWN.COM

KY0035564: OLDHAM COUNTY FISCAL COURT  
100 W JEFFERSON ST  
SUITE 4  
LAGRANGE KY 40031

MELISSA HORN  
502-222-9357  
MHORN@OLDHAMCOUNTYKY.GOV

KY0032734: BOONE COUNTY FISCAL COURT  
PO BOX 960  
BURLINGTON KY 41005

LAURA DAVIES  
859-334-3653  
LDAVIES@BOONECOUNTYKY.ORG

KY0002698: Kentucky River Regional Jail  
200 Justice Dr  
Hazard KY 41701

Paula Jackson  
606-436-0622  
PerryCD@ky.gov

KY0035572: PIKE COUNTY  
146 MAIN STREET  
PIKEVILLE KY 41501

FRANKIE STACY  
606-432-6307  
fstacy2003@yahoo.com

KY0035674: Powell County Fiscal Court  
DBA: Jail Fund  
PO BOX 506  
STANTON KY 40380

CONNIE CRABTREE  
606-663-2834  
RCRABTREE33@HOTMAIL.COM

KY0035677: Pulaski County Fiscal Court  
DBA: Jail Fund  
PO BOX 712  
SOMERSET KY 42502

JOAN ISAACS  
606-679-1311  
JISAACS@PCGOVT.COM

KY0035581: ROCKCASTLE COUNTY  
PO BOX 755  
MT VERNON KY 40456

JOSEPH B. CLONTZ  
606-256-3623  
JOSEPH.CLONTZ@GTE.NET

KY0035585: ROWAN COUNTY  
600 WEST MAIN STREET  
MOREHEAD KY 40351

KERRY M JESSEE  
606-784-4211  
TREASURER@WINDSTREAM.NET

KY0040763: RUSSELL COUNTY FISCAL COURT  
DBA: JAIL FUND  
228 Brian Walters Drive  
Russell Springs KY 42642

KIM FENSKE  
270-343-2112  
RCFC1@DUO-COUNTY.COM

KY0035589: SCOTT COUNTY  
PO BOX 973  
GEORGETOWN KY 40324

MICHELE RAY  
502-863-7887  
MICHELE.RAY@SCOTTKY.GOV

KY0035590: SHELBY COUNTY FISCAL COURT  
DBA: GENERAL FUND  
501 Main Street, Suite 15  
SHELBYVILLE KY 40065

SHEILA QUIJAS  
5026331220 EXT: 223  
SHEILA.QUIJAS@SHELBYCOKY.COM

KY0035695: SIMPSON COUNTY  
DBA: JAIL FUND  
100 COURTHOUSE SQUARE  
FRANKLIN KY 42134

NICOLE LAW  
270-586-7184  
NLAW@SIMPSONCOUNTY.US

KY0032740: BOURBON COUNTY  
301 MAIN STREET RM 210  
PARIS KY 40361

DANA BOONE  
859-987-2135  
D.BOONE@BOURBONKY.COM

KY0035804: TAYLOR COUNTY FISCAL COURT  
DBA: JAIL FUND  
203 N COURT ST  
SUITE 10  
CAMPBELLSVILLE KY 42718

MELISSA WILLIAMS  
270-789-1008  
TREASURER@TAYLORCOUNTY.US

KY0035808: TODD COUNTY  
PO BOX 355  
ELKTON KY 42220

TAMMY ROBERTSON  
270-265-9966 EXT: 226  
TCTREASURER@MCHSI.COM

KY0041388: UNION COUNTY FISCAL COURT  
DBA: JAIL FUND  
PO BOX 60  
MORGANFIELD KY 42437

LISSA GIBSON  
270-389-3438  
LISSA.GIBSON@UNIONCOUNTYKY.ORG

KY0035817: WARREN COUNTY  
DBA: GENERAL FUND  
429 EAST 10TH STREET  
BOWLING GREEN KY 42101

WARREN COUNTY TREASURER  
270-842-5805  
GREG.BURRELL@KY.GOV

KY0035599: WAYNE COUNTY  
DBA: GENERAL FUND  
PO BOX 439  
55 N MAIN STREET STE 103  
MONTICELLO KY 42633

PEGGY BAKER  
606-348-4241  
FINANCE@WCFISCALCOURT.COM

KY0035603: WEBSTER COUNTY FISCAL COURT  
DBA: JAIL FUND  
PO BOX 155  
DIXON KY 42409

TONIA DUNCAN  
270-639-5042  
TONIA.DUNCAN@WEBSTERCO.ORG

KY0032742: BOYD COUNTY  
PO BOX 423  
2800 LOUISA ST  
CATLETTSBURG KY 41129

Patricia Ball  
606-739-4242  
pball@boydky.com

KY0032745: BOYLE COUNTY FISCAL COURT  
321 WEST MAIN ST ROOM 111  
DANVILLE KY 40422

Jackie Richardson  
859-238-1100  
jrichardson@boyleky.com

**COMMODITY / SERVICE INFORMATION**

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
1	0.00000	DAY	\$2.000000	\$0.00			\$0.00

Attendance Non post Instr.

**Extended Description:**

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
2	0.00000	DAY	\$10.000000	\$0.00			\$0.00



Attendance Post Instr.

**Extended Description:**

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
3	0.00000	EA	\$1,000.000000	\$0.00			\$0.00

90 Day sentence Credit

**Extended Description:**

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
4	0.00000	EA	\$600.000000	\$0.00			\$0.00

60 Day sentence Credit

**Extended Description:**

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
5	0.00000	EA	\$300.000000	\$0.00			\$0.00

30 Day sentence Credit

**Extended Description:**

	<b>Document Description</b>	<b>Page 10</b>
<b>2200000001</b>	<b>DOC Jail Payments House Bill 556</b>	

**Memorandum of Agreement Terms and Conditions**  
Revised December 2019

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Justice and Public Safety Cabinet, Department of Corrections (“the Commonwealth”) and the Multi Kentucky County & Regional Jails (“the Contractor”) to establish an agreement for program facilitator services. The initial MOA is effective from September 1, 2021 through June 30, 2022.

**Scope of Services:**

A. Definitions

For the purposes of this MOA, the definitions listed in this section shall represent the common and exclusive understanding of the parties hereto. The singular and plural form, as well as the small or upper case, of any defined term can be used interchangeably regardless of whether the definition refers to the singular or plural term, or uses the small or upper case, and pronouns shall be deemed to include all genders.

1. “DOC” or “KYDOC” means the Kentucky Department of Corrections.
2. “Program” means a series of instruction or meetings with a standard curriculum:
  - 2.1. That addresses the criminogenic needs of offenders in a group or individual setting;
  - 2.2. That complies with KRS 197.045(1)(a)3.;
  - 2.3. That is approved by the Department of Corrections;
  - 2.4. With established performance measures and
  - 2.5. Has mandatory attendance requirements.

B. Materials Incorporated by Reference

1. Attachment A, Employee Confidentiality and Security Agreement (CPP 3.1)
2. Attachment B, KYDOC Program Request

C. The Commonwealth shall

1. Provide oversight and review program facilitator performance and compliance as outlined in this MOA.
2. List the following information in the DOC Course Catalog:
  - 2.1. The amount of Program Good Time Credit earned for each program successfully completed.
  - 2.2. Program requirements for facilitation and completion.
3. Maintain a list of approved identified programs.
4. Have the right to suspend the program from the DOC Approved List of Programs if issues with compliance are substantiated.
5. Have the right to conduct a full audit of each DOC approved program facilitated by the Contractor.
6. Provide the Contractor with written notice of intent to remove the program if Corrective Action Plan directives are not met as prescribed.
7. If the program is removed from the DOC Approved Program List, notify active inmates in that program that their Program Good Time Credit may be affected.

	<b>Document Description</b>	<b>Page 11</b>
2200000001	DOC Jail Payments House Bill 556	

- 7.1. DOC will allow the inmates the opportunity to remain in the program or request to be referred to a similar program.
8. Have the right to terminate the MOA immediately if any of the following conditions occurs:
  - 8.1. Loss or removal of the Contractor's program facilitator certifications.
  - 8.2. Contractor employee misconduct.
  - 8.3. Ethics Violations by the Contractor or Contractor employees.
  - 8.4. Discrimination against inmates.
  - 8.5. Failure to communicate with DOC.
  - 8.6. Failure to submit discharges to DOC in a timely manner.
9. Pay the Contractor in accordance with the Pricing section of this agreement.

**E. The Contractor shall**

1. Provide programs that are in compliance with DOC-approved curriculum as outlined in the DOC Course Catalog.
  - 1.1. The programs shall only be provided at DOC-approved locations.
  - 1.2. The program names provided by the Contractor shall match the program names set forth in the DOC Course Catalog.
2. Not enroll an inmate into a DOC-approved program prior to approval by the Commonwealth.
3. Notify DOC immediately of any emergent changes in the inmate's program participation, including but not limited to, dismissal from the program.
4. Not keep an inmate in the program longer than is necessary to address his or her identified needs or as outlined in program curriculum training.
5. Not knowingly present false or misleading information to an inmate, or misrepresent the policies or philosophies of DOC.
6. Not exclude inmates, or treat them differently, because of race, color, national origin, age, disability or sex, including discrimination based on pregnancy, gender identity and sex stereotyping.
7. Notify DOC immediately of changes in the Contractor's certification status or any deficiencies that might affect a program from providing services to inmates.
8. Not allow program participants to attend groups to which they are not assigned.
9. Submit to DOC requested information, timely communication, and certificates issued for successful program completion in order for inmates to be eligible to earn Program Good Time Credits.
10. Report program attendance to DOC as directed.
11. Use the completion certificate format provided by DOC.
12. Not issue a completion certificate before the state inmate has successfully completed the program.
13. Notify DOC of any grievances filed by state inmates concerning quality assurance or programmatic issues and allow the detention facility where the inmate that filed the grievance is housed to address grievances.

	<b>Document Description</b>	<b>Page 12</b>
2200000001	DOC Jail Payments House Bill 556	

14. Allow DOC representatives to visit the program for a review and quality assurance measures.
15. Provide to DOC documentation of inmate program terminations, inmate program participation status, and inmate program completions.
16. Have and maintain a current program facilitator certificate for the programs provided by the Contractor.
17. Attend any required DOC training.
18. Comply with the Code of Ethics set forth in 501 KAR 3:040.
19. Comply with DOC quality assurances measures.
20. Confirm to DOC in writing the arrival and enrollment of inmates into the program.
21. Comply with all applicable DOC and jail policies.
22. Ensure that all services performed shall be consistent with applicable requirements of all formal bodies, licensure entities, governmental or otherwise, to which the Contractor is subject.
23. Obtain and maintain the required certifications, permits, and licenses required to provide programs and/or any other services pursuant to this MOA.
24. Ensure that Contractor employees have the required education, certifications, and licenses to provide services pursuant to this MOA.

The Contractor may

1. May Request removal from the DOC Approved Program List.
2. If the Contractor program is removed from the DOC Approved Program List, it may choose to re-apply in the following calendar year after the deficiencies have been addressed.
3. May administratively appeal the decision to remove the program within 10 calendar days of receipt of letter. The Contractor may submit its appeal and supporting documentation by mail or email to the Kentucky Department of Corrections, Division of Reentry Services, Kristin Porter, Director, 275 East Main St., Frankfort, KY 40601, KristinN.Porter@ky.gov.

IV. Justice and Public Safety Cabinet Terms and Conditions

1. Except where necessary in the performance of the Contractor's responsibilities set forth in this Agreement, the Contractor shall maintain the confidentiality of Commonwealth data and shall not disclose, distribute, divulge, publish, or release any Commonwealth data without the prior written approval of the Commonwealth unless compelled to do so by law or by a judicially signed order from a court of competent jurisdiction. The Contractor acknowledges that they receive Commonwealth data solely for the purposes of this Agreement, and that their receipt of Commonwealth data in no way creates any ownership interest in Commonwealth data, unless expressly provided otherwise within the terms and conditions of this Agreement.
  - 1.1. For purposes of this Agreement, "Commonwealth data" shall mean any data or information, regardless of form or characteristic, collected, received, or

	<b>Document Description</b>	<b>Page 13</b>
2200000001	DOC Jail Payments House Bill 556	

obtained by the Contractor pursuant to this Agreement, including but not limited to, information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual.

- 1.2. The Contractor shall implement reasonable measures, at least as protective as the Contractor uses to safeguard the Contractor's own confidential information, to prevent unauthorized access to, or accidental disclosure of, Commonwealth data.
- 1.3. Commonwealth data is the property of the Commonwealth. In order for the Commonwealth to maintain control and integrity of its records, the Contractor agrees that any Kentucky Open Records Act request, Freedom of Information Act request, or other request seeking access to Commonwealth data will be reported and forwarded to the Commonwealth within two business days. The Contractor shall notify the requester: (1) that the Contractor is not authorized to accept such requests; (2) that the Commonwealth is the sole entity authorized to accept such requests; and (3) the point of contact for such requests.
- 1.4. The Contractor shall ensure that any access to Commonwealth data by contractor employees is limited to only those contractor employees with a necessary and essential purpose to fulfill the terms and conditions of this Agreement.
  - 1.4.1. For purposes of this Agreement, "contractor employees" shall mean agents, employees, subcontractors, volunteers, or any other individuals or entities acting on behalf of the Contractor.
- 1.5. The Contractor shall not utilize Commonwealth data for the benefit of the Contractor or third parties except as expressly authorized by this Agreement.
- 1.6. These data confidentiality requirements set forth herein survive the expiration or termination of this Agreement and bind the Contractor and their legal representatives, heirs and assigns.
2. To the extent permitted by law, the Contractor shall indemnify, defend, and hold harmless, the Commonwealth of Kentucky and its cabinets, departments, bureaus, agencies, officers, agents, and/or employees, from all claims, suits, proceedings, costs, losses, expenses, damages and liabilities, of any character, type or description, caused by, arising out of, or in connection with, this Agreement. This duty shall not apply if the Contractor is a local, state or federal government agency, or a nonprofit organization that is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code.
3. The descriptive headings in this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the terms and conditions within this Agreement or any materials incorporated by reference into this Agreement.
4. No change, waiver, or discharge of any liability or obligation under this Agreement on any one or more occasions shall be deemed a waiver of

	<b>Document Description</b>	<b>Page 14</b>
2200000001	DOC Jail Payments House Bill 556	

performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

5. The Contractor shall ensure that all contractor employees comply with all applicable provisions of this Agreement, including but not limited to data confidentiality requirements.
6. The Contractor shall implement all applicable federal, state, and local requirements and advisories pertaining to the COVID-19 pandemic or any other public health emergency when providing services pursuant to this Agreement.
7. Upon written request of the Commonwealth, the Contractor shall perform services by remote communications technology where feasible and as needed to comply with applicable federal, state, and local requirements and advisories pertaining to the COVID-19 pandemic or any other public health emergency.
8. Each party shall provide a contact to resolve any issues related to this Agreement and promptly update the contact information as necessary.
9. Except as otherwise required by law or expressly provided herein, all notices, requests, or other communications pertaining to this Agreement will be made in writing either: (a) by personal delivery, (b) by facsimile or electronic mail with confirmation of receipt, (c) by mailing in the United States mail or (d) by nationally recognized express courier service. The notice, request, or other communication will be deemed to be received upon personal delivery, upon confirmation of receipt of facsimile or electronic mail transmission or upon receipt by the party it is sent to if by United States mail or express courier service; provided, however, that if a notice, request, or other communication is not received during regular business hours, it will be deemed to be received on the next succeeding business day.
10. Nothing in this Agreement shall be deemed to waive, or otherwise limit, the rights, privileges, immunities, and matters of defense, now available or hereafter made available, to the Commonwealth of Kentucky, and any of its cabinets, departments, bureaus, agencies, officers, agents, or employees.
11. This Agreement is the final and exclusive agreement between the parties. All prior negotiations and agreements are superseded by this Agreement.

**Pricing:**

I. The Commonwealth shall

1. Pay the Contractor for services pursuant to this MOA in accordance with KRS 197.045 and KRS 532.100.
  - 1.1. KYDOC will pay \$2.00 per inmate per day of program attendance for those inmates enrolled in and attending evidence-based programs approved by the department and that do not require instructors to have completed any postsecondary education.
  - 1.2. KYDOC will pay \$10.00 per inmate per day of program attendance for those inmates enrolled in and attending evidence-based programs approved by the department and that require instructors to have completed particular postsecondary courses.

	<b>Document Description</b>	<b>Page 15</b>
<b>2200000001</b>	<b>DOC Jail Payments House Bill 556</b>	

- 1.3. For every Department of Corrections-approved program completed which resulted in the issuance of a ninety (90) day sentencing credit, a payment of one thousand dollars (\$1,000) shall be made.
- 1.4. For every Department of Corrections-approved program completed which resulted in the issuance of a sixty (60) day sentencing credit, a payment of six hundred dollars (\$600) shall be made.
- 1.5. For every Department of Corrections-approved program completed which resulted in the issuance of a thirty (30) day sentencing credit, a payment of three hundred dollars (\$300) shall be made.
2. Enter attendance records submitted by the jails.
3. Print and pay Contractor invoices that include time and attendance records, as appropriate.
4. Not reimburse the Contractor for expenses.

II. The Contractor shall

1. Not allow or authorize Contractor employees to financially obligate Commonwealth funds.

	<b>Document Description</b>	<b>Page 16</b>
2200000001	DOC Jail Payments House Bill 556	

**MOA/PSC Exception Standard Terms and Conditions  
Revised July 2021**

**Whereas**, the first party, the state agency, has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and  
**Whereas**, the second party, the Contractor, is available and qualified to perform such function; and  
**Whereas**, for the abovementioned reasons, the state agency desires to avail itself of the services of the second party;

**NOW THEREFORE**, the following terms and conditions are applicable to this contract:

**1.00 Effective Date:**

This contract is 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 Legislative Research Commission, Government Contract Review Committee ("LRC"). However, in accordance with KRS 45A.700, contracts in aggregate amounts of \$10,000 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.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement 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.

**2.00 LRC Policies:**

**This section does not apply to governmental or quasi-governmental entities.**

Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage (<http://www.lrc.ky.gov/Statcomm/Contracts/homepage.htm>) and would impact any contract established under KRS 45A.690 et seq., where applicable.

**3.00 Choice of Law and Forum:**

**This section does not apply to governmental or quasi-governmental entities.**

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

**4.00 EEO Requirements**

**This section does not apply to governmental or quasi-governmental entities.**

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

**5.00 Cancellation:**

Both parties shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

**6.00 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 due to lack of available funding.

**7.00 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 agreement



	Document Description	Page 17
2200000001	DOC Jail Payments House Bill 556	

will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

**8.00 Authorized to do Business in Kentucky:**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

The Contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

**Registration with the Secretary of State by a Foreign Entity:**

Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010 to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under KRS 14A.9-030 unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. Therefore, foreign entities should submit a copy of their certificate with their solicitation response. If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010, the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within KRS 14A.1-070.

**For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity's solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled.**

Businesses can register with the Secretary of State at <https://onestop.ky.gov/Pages/default.aspx>

**9.00 Invoices for fees:**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government.

**10.00 Travel expenses, if authorized:**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor shall be paid for no travel expenses unless and except as specifically authorized by the specifications of this contract or authorized in advance and in writing by the Commonwealth. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

**11.00 Other expenses, if authorized herein:**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of this contract or authorized in advance and in writing by the Commonwealth.

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from the Contractor of valid, itemized statements submitted periodically for payment at the time any fees are due. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

**12.00 Purchasing and specifications:**

**This section does not apply to governmental or quasi-governmental entities.**

	Document Description	Page 18
2200000001	DOC Jail Payments House Bill 556	

The Contractor certifies that he/she will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he/she attempt in any way to influence any purchasing of services, commodities or equipment by the Commonwealth of Kentucky. For the purpose of this paragraph and the following paragraph that pertains to conflict-of interest laws and principles, "he/she" is construed to mean "they" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "he/she" is construed to mean any person with an interest therein.

**13.00 Conflict-of-interest laws and principles:**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor certifies that he/she is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract, he/she will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

**14.00 Campaign finance:**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The Contractor further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

**15.00 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, 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 agreement for the purpose of financial audit or program review. 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. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

**16.00 Social security: (check one)**

**This section does not apply to governmental or quasi-governmental entities.**

\_\_\_\_\_ The parties are cognizant that the state is not liable for social security contributions, pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

\_\_\_\_\_ The parties are cognizant that the state is liable for social security contributions, pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

**17.00 Violation of tax and employment laws:**

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract 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 corporate and utility tax, sales and use 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 and all subcontractors performing work under the contract shall report any such final determination(s) of violation(s) to the Commonwealth by

	<b>Document Description</b>	<b>Page 19</b>
2200000001	DOC Jail Payments House Bill 556	

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 and all subcontractors performing work under the contract shall be in continuous compliance with the provisions of those statutes, which apply to their operations, and that their 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 their 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). Attached is a list of such determination(s), which includes the KRS violated, the date of the final determination, and the state agency which issued the final determination.

**18.00 Discrimination:**

This section applies only to contracts disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this contract, the Contractor agrees as follows:

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 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.

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will 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.

The Contractor will send to each labor union or representative of workers with which he/she 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.

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.

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/her 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.

	<b>Document Description</b>	<b>Page 20</b>
<b>2200000001</b>	<b>DOC Jail Payments House Bill 556</b>	

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 that may be imposed and remedies invoked as provided in or as otherwise provided by law.

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.

	<b>Document Description</b>	<b>Page 21</b>
<b>2200000001</b>	<b>DOC Jail Payments House Bill 556</b>	

**Approvals**

This contract is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this contract and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single contract.

**1st Party:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

**2nd Party:**

\_\_\_\_\_  
Signature

Mayor  
\_\_\_\_\_  
Title

Linda Gorton  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**Other Party:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

**Approved as to form and legality:**

\_\_\_\_\_  
Attorney