

CONTRACTUAL AGREEMENT  
between  
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
DIVISION OF COMMUNITY CORRECTIONS  
and  
BLUEGRASS.ORG, FORMERLY BLUEGRASS REGIONAL MENTAL HEALTH-MENTAL  
RETARDATION BOARD, INC.  
dba  
COMPREHENSIVE CARE CENTER

This Amendment dated as of December 1, by and between BLUEGRASS.ORG, INC. (hereinafter referred to as "Contractor"), and LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT DIVISION OF COMMUNITY CORRECTIONS (hereinafter referred to as "Division").

WITNESSETH

WHEREAS, Contractor entered into an Agreement with Division dated July 1, 2012, (hereinafter referred to as "Agreement");

WHEREAS, the parties desire to make certain alterations, additions or deletions to Agreement, effective as of the date of execution;

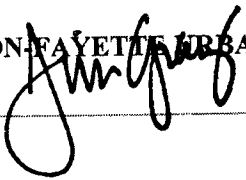
NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, and intending to be legally bound hereby, the parties agree as follows:

1. **Part B - Scope of Duties, Item 4b.** increase staffing .5 FTE for a total of 5.5 FTE.
2. **Part C-Compensation, Item 1** changes from the Agreement dated July 1, 2012 to increase the contract by \$2,236.18 (Two thousand, two hundred thirty-six dollars and eighteen cents) per month for an annual total of \$26,834.16 (Twenty-six thousand, eight hundred thirty-four dollars and sixteen cents).
3. **Part C-Compensation, Item 2** increases the contractor's fee relative to the services rendered shall not exceed a total of \$ 976,905 (Nine hundred seventy six thousand, nine hundred and five dollars.) ( $\$942,530.60 \times 1.008 = \$950,070.84$  plus \$26,834.16)

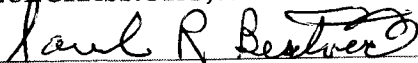
All other terms, conditions and stipulations contained in the Agreement shall remain in full force and effect and without any change or modification whatsoever, except in the event of any conflict between this Amendment and the Agreement or any amendments thereto, this Amendment will control.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date first written above.

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**

  
\_\_\_\_\_  
Jim Gray  
Mayor  
Lexington-Fayette Urban County Government

**BLUEGRASS.ORG, INC.**

  
\_\_\_\_\_  
Paul R. Beatrice  
President/CEO  
Bluegrass.org, Inc.

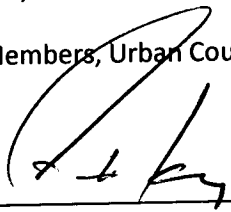
MAYOR JIM GRAY



**LEXINGTON**

STEVE HANEY  
DIRECTOR  
COMMUNITY CORRECTIONS

TO: Mayor Jim Gray  
Members, Urban County Council

FROM:   
Steve Haney, Director  
Division of Community Corrections

CC: Ronnie Bastin, Commissioner  
Department of Public Safety

DATE: NOVEMBER 3, 2016

SUBJECT: **Request Approval of a Contract Amendment between the Division of Community Corrections and Bluegrass.org for the provision of Mental Health Services for the offender population**

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Request

Authorization to: **Request Approval of a Contract Amendment between the Division of Community Corrections and Bluegrass.org for the provision of Mental Health Services for the offender population.**

Why are you requesting?

Department needs this action completed because: **The amendment provides for a part-time position of addiction assessor to work with the offender population dealing with addiction issues.**



What is the cost in this budget year and future budget years?

The cost for this FY is: **\$976,905**

The cost for future FY is: **To be determined based upon facility needs**

Are the funds budgeted? **Yes**

The funds are budgeted or a budget amendment is in process:

Account number: **1101-505402-5421-71204**

File Number: 1247-16

Director/Commissioner: **Haney/Bastin**



# Contract Request Checklist

7/1/2016

ALL AREAS IN GRAY MUST BE COMPLETED

CONTRACTING PARTY: LFUCG		COMMENCEMENT DATE: 7/1/16
CHECK ONE:	<input type="checkbox"/>	<input checked="" type="checkbox"/> Contract Amendment
NAME OF bluegrass.org REQUESTOR:	Shannon Sell	
LOCATION:	1351 Newtown Pike	
UNIT/COST CENTER:	238	
PHONE:	859-519-8224	
CONTRACT END DATE:		6/30/2017
Type of Agreement: <small>(see required Lease language below)</small>		Contract Addendum
Contact Name with Contracting Party:		Gina Dulin
Title:		Administrative Specialist Senior
Address:		
Phone Number:		859-425-2711
Email Address:		ginaa@lexingtonky.gov

### SUMMARY, BACKGROUND & PURPOSE OF CONTRACT:

LFUCG and the Fayette County Detention Center received a grant to provide enhanced substance use services during incarceration. This addendum adds \$26,834.16 for us to add 0.5 FTE to the staffing plan

Financial Terms: Finance Reviewer Initial:	LFUCG will pay us an additional \$26,834.16 to provide 0.5 FTE for substance use assessments		
Purchasing Terms: Bidding, Facilities/ Maintenance, Utilities Purchasing Reviewer Initial:	NA		
HR Terms: Labor, Comp & Benefits, Certifications/Licenses & Education HR Reviewer Initials:	Will add 0.5 FTE to FCDC staffing plan		
Auto-Renewal Clause (Y/N)? If yes, describe terms	No		
BAA Required (Y/N)? See Below Corp Compliance Reviewer Initial:	No	Legal Review Required (Y/N)?	No

### BUSINESS ASSOCIATE AGREEMENT (BAA):

A Business Associate (BA) is a person or entity, other than a workforce member, who creates, receives, maintains, or transmits PHI on behalf of Bluegrass.org, OR who provides services to or for us that could involve either access to PHI or potential disclosure of PHI. Because a BA has access to our client PHI, we must ensure that the BA appropriately utilizes and safeguards our client PHI while in their care. We ensure that they do and hold them accountable by executing a Business Associate Agreement (BAA). Here are a few examples of business associates that require such agreement: • Janitors • Contract staff • Interpreters • Transcriptionists • Shred companies • Attorneys • Auditors • Consultants.

Any contract, agreement or MOU that requires a BAA should be reviewed and BAA signed by the Compliance Officer prior to CEO signature request; attach signed BAA to the checklist and contract for signature. (The Compliance Officer should always be consulted prior to signature requests if you are unsure if a BAA is required.)

Signature of Requestor/Date\* Shannon R. Sell, CSW, MBA 08/30/2016

Signature of Executive Leader/Date\* [Signature] 8/30/2016

\*By signing, I agree that I have reviewed the contract, agreement or MOU for accuracy and verify that it meets the corporate integrity standards of bluegrass.org. I agree that I have reviewed the terms and conditions with effected departments as needed. Signed contracts will be returned to the requestor for final execution; all executed contracts should be forwarded to contracts coordinator (Heidi Irick) for inclusion in the e-contracts system.

### LANGUAGE REQUIRED FOR ALL LEASE AGREEMENTS:

This language outlines how the tenant and landlord will handle the confidentiality of PHI and the landlord's access to the premises.

- (a) For purposes of this Section of this Lease, "protected health information," or PHI, shall have the meaning defined by the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Subparts A and E of Part 164 (the "Privacy Standards"), as promulgated by the Department of Health and Human Services ("HHS") pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Information Technology for Economic and Clinical Health (HITECH) Act, (Pub. L. No. 111-5). Tenant agrees to reasonably safeguard PHI from any intentional or unintentional disclosure in violation of the privacy standards by implementing appropriate administrative, technical and physical safeguards to protect the privacy of PHI. Tenant further agrees to implement appropriate administrative, technical and physical safeguards to limit incidental disclosures of PHI, including disclosures to Landlord, its contractors, subcontractors and agents.
- (b) The parties agree that neither the Landlord nor its contractors, subcontractors or agents shall need access to, nor shall they use or disclose, any PHI of Tenant. However, in the event PHI is disclosed by Tenant or its agents to Landlord, its contractors, subcontractors or agents, regardless as to whether the disclosure is inadvertent or otherwise, Landlord agrees to take reasonable steps to maintain – and to require its contractors, subcontractors and agents to maintain – the privacy and confidentiality of such PHI. Landlord agrees to promptly notify Tenant upon learning of any disclosure of PHI to Landlord or Landlord's contractors, subcontractors or agents.
- (c) The parties agree that the foregoing does not create, and is not intended to create, a "business associate" relationship between the parties as that term is defined by the privacy standards.