

MEMORANDUM OF AGREEMENT

STATE OF NORTH CAROLINA

**DEPARTMENT OF PUBLIC SAFETY
PURCHASING AND LOGISTIC OFFICE**

AND

Jackson County Sheriff's Office

THIS AGREEMENT (MOA) is entered into between the North Carolina Department of Public Safety, hereinafter referred to as the "Department," and Jackson County Sheriff's Office, hereinafter referred to as the "Contractor," for the purchase of services described herein.

Subject to satisfactory performance and the continued availability of funds, this AGREEMENT shall be effective for a term of 36 months beginning on May 1, 2023.

WITNESSETH:

WHEREAS, the parties hereby desire to put the terms of their agreement to writing;

NOW THEREFORE, in consideration of the mutual promises contained herein, the Department and the Contractor agree as follows:

I. SCOPE OF SERVICES/RESPONSIBILITIES:

In accordance with Session Law 2021-180, the North Carolina Department of Public Safety (DPS) is awarding funds to Sheriffs' Offices who submitted applications to establish, expand or maintain medication-assisted treatment (MAT) programs of non-opioid, long-acting, injectable medication for the treatment of alcohol and/or opioid use disorder as part of reentry programming in county jails.

LIMITATIONS AND RESTRICTIONS

Grant funds may be used for employee expenses, services and contract expenses, goods, administrative fees, and other expenses directly related to the provision of services. No more than 15 percent of the total funding awarded may be used to pay for general administrative expenses related to the project.

Grant funds must be utilized in North Carolina and may not be used to purchase items or services not described in the approved budget. Funds may not be used to purchase vehicles, pay down existing mortgages or loans, fund construction, or purchase weapons or other enforcement-related equipment.

In accordance with S.L. 2021-180, grant funds may only be used to purchase FDA-approved non-opioid, long-acting, injectable medication for the treatment of alcohol and/or opioid use disorder. At this time, Vivitrol is the only medication that meets this description.

There is no cost-sharing or matching requirement associated with this grant.

Funds are to be allocated as a lump-sum, upfront one-time payment.

ALLOWABLE COSTS

An allowable cost is a cost that can be paid by the agreement. A cost is allowable if:

- The cost is reasonable; it reflects what a prudent person might pay.
- The cost is allocable; it is incurred solely to advance the work under the agreement.
- The accounting treatment of the cost is consistent across the agency.
- The cost is allowable as defined by the terms of the award.

REPORTING REQUIREMENTS

Nothing contained in this memorandum is to be construed to modify the responsibilities and duties of the Grantee Agency to comply with all state and federal laws and rules, including but not limited to HIPAA and 42 CFR Part 2, regarding confidentiality of patient confidences and records and reporting requirements. All parties

to this memorandum agree to abide by all laws and regulations governing the confidentiality of patient information, and further agree to vigorously safeguard privileged information.

All grant recipients will be required to submit performance data quarterly and upon request, which includes:

- Unduplicated number of individuals served
- Aggregated demographic information, race, age, and gender identity of individuals served
- Number of doses of non-opioid, long-acting, injectable medication for the treatment of alcohol and/or opioid use disorder administered during incarceration
- Number of doses of non-opioid, long-acting, injectable medication for the treatment of alcohol and/or opioid use disorder administered after release
- Number of referrals to community-based MAT
- Explanation of expenditures

II. REIMBURSEMENT:

- A. The Department shall pay the Contractor an amount not to exceed \$493,788 based upon recommendation of the evaluation team.
- B. Payment shall be submitted to Contractor after execution of the MOA and upon receipt of documentation that all conditions (if any) have been satisfied accordingly.
- C. The Contractor shall send an invoice to the Department for the approved award amount.

The invoice should be on the Contractor’s letterhead; name and address to remit payment (must be the same as on W9 form); and include an invoice number, invoice date, reference to RFA# A12320304-JEC-02; amount due (USD), and approved total budget with description by line item.

The invoice should be submitted to:
Regetta Darden
NCDPS Controller’s Office – Accounts Payable
4220 Mail Service Center
Raleigh, NC 27699-4220

By email: Regetta.Darden@ncdps.gov

- D. Payments to the Contractor shall be mailed to the following address:

Name _____

Address _____

III. CONTRACT ADMINISTRATION:

- A. Caroline Valand, Deputy Secretary for Partnership Engagement, Office of the Secretary, North Carolina Department of Public Safety, 512 N. Salisbury Street, 4201 MSC, Raleigh, NC 27699-4201, (919) 710-8885, is designated as the Contract Administrator for the Department., with responsibilities for all matters relating to this AGREEMENT.
- B. _____, is designated as the Contract Administrator for the Contractor, with responsibilities for all matters relating to this AGREEMENT including, but not limited to, timely invoice preparation and reports.
- C. **CONTRACT MONITORING:** Per *NC Senate Bill 1213 (Session Law 2010-194)* any contract which results from the award of this Invitation for Bid shall include contract monitoring as a regular process of

evaluating post award Vendor contract performance based on measurable deliverables and verifying Vendor compliance with the terms and conditions in the contract.

The general purpose of monitoring will be to 1) improve Vendor contract performance through early identification of questions and issue resolution; 2) identify potential contract problems, financial or technical, that may require additional scrutiny; 3) evaluate Vendor contract performance controls to ensure there is a reliable basis for validating deliverables and minimizing risk of contract default; 4) assure that Vendor financial documentation is adequate and accurate as it relates to contract payments.

Specifically, contract monitoring may include but are not limited to the following areas;

- Verify contractor performance for purposes of payment;
- Identify material breach of contract by assessing the difference between contract performance and material non-performance;
- Determine if corrective action is necessary and take such action if required;

Monitoring Vendor compliance of any contract document which results from the award of this Invitation for Bid shall be the responsibility of the NC Department of Public Safety Purchasing and Budget Office, Contract Administrator. Contract monitoring shall occur for an on-going basis throughout the term of the contract."

Quarterly Reporting Requirements

The Contractor is required to submit quarterly status and expenditure report until awards funds are exhausted. The Contractor has up to 36 months to exhaust awarded funds. The Contractor must use the quarterly status and expenditure report provided by NCDPS. Quarterly reports should be submitted electronically to the NCDPS Contract Administrator.

Quarterly Reporting Schedule

<u>Reporting Period</u>	<u>Due Date (next business day if weekend or holiday)</u>
January – March	April 15
April – June	July 15
July – September	October 15
October – December	January 15

IV. NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS:

1. PERFORMANCE:

- a. It is anticipated that the tasks and duties undertaken by the Applicant Agency under the contract which results from the State solicitation in this matter (Contract) shall include Services, and/or the manufacturing, furnishing, or development of goods and other tangible features or components, as deliverables.
- b. Except as provided herein, and unless otherwise mutually agreed in writing prior to award, any deliverables not subject to an agreed Applicant Agency license and provided by Applicant Agency in performance of this Contract shall be and remain property of the State. During performance, Applicant Agency may provide proprietary components as part of the deliverables that are identified in this Contract. Applicant Agency grants the State a personal, permanent, non-transferable license to use such proprietary components of the deliverables and other functionalities, as provided under this Contract. Any technical and business information owned by Applicant Agency or its suppliers or licensors made accessible or furnished to the State shall be and remain the property of the Applicant Agency or such other party, respectively. Applicant Agency agrees to perform under the Contract in at least the same or similar manner provided to comparable users and customers. The State shall notify the Applicant Agency of any defects or deficiencies in performance or failure of deliverables to conform to the standards and specifications provided in this Contract. Applicant Agency agrees to timely remedy defective performance or any nonconforming deliverables on its own or upon such notice provided by the State.
- c. Applicant Agency has a limited, non-exclusive license to access and use State Data provided to Applicant Agency, but solely for performing its obligations under and during this Agreement and in confidence as further provided for herein or by law.
- d. Applicant Agency or its suppliers, as specified and agreed in the Contract, shall provide support assistance to the State related to all Services performed or other deliverables procured hereunder during the State's normal business hours. Applicant Agency warrants that its support, customer service, and assistance will be performed at a minimum in accordance with generally accepted and applicable industry standards.
- e. The State may document and take into account in awarding or renewing future procurement contracts the general reputation, performance and performance capabilities of the Applicant Agency under this Contract as provided by G.S. 143-52 and 143-135.9 (a) and (b) (Best Value).

2. DEFAULT AND TERMINATION:

- a. In the event of default by the Applicant Agency, the State may, procure goods and services necessary to complete performance hereunder from other sources and hold the Applicant Agency responsible for any excess cost occasioned thereby if allowed under NC law. In the event of default by the Applicant Agency under the Contract, the State may immediately cease doing business with the Applicant Agency, terminate the Contract for cause, and take action to recover relevant damages, if applicable.
- b. If, through any cause, Applicant Agency shall fail to fulfill in a timely and proper manner the obligations under the Contract, including, without limitation, in these North Carolina General Terms and Conditions, the State shall have the right to terminate the Contract by giving thirty days written notice to the Applicant Agency and specifying the effective date thereof. Notwithstanding, Applicant Agency shall not be relieved of liability to the State for damages sustained by the State by virtue of any breach of the Contract, and the State may withhold any payment due the Applicant Agency for

the purpose of setoff until such time as the exact amount of damages due the State from such breach can be determined.

- c. If this Contract contemplates deliveries or performance over a period of time, the State may terminate this Contract for convenience at any time by providing 60 days' notice in writing from the State to the Applicant Agency. If the Contract is terminated by the State for convenience, the State shall pay for those items or Services for which such option is exercised, less any payment or compensation previously made.

3. INTERPRETATION, CONFLICT OF TERMS:

- a. The definitions in the Instructions to Applicant Agency in the relevant solicitation for this Contract, and in 01 NCAC 05A.0112 are specifically incorporated herein.
- b. If federal funds are involved in the transactions under this Contract, the Applicant Agency shall comply with all applicable state and federal requirements and laws, except where State requirements are more restrictive. See the additional federal requirements included in the "Federal Funds Provisions" section below.
- c. "Purchasing Agency" herein is as defined in 01 NCAC 05A.0112, except that if this Contract has been entered into by the NC Department of Administration, Division of Purchase and Contract (P&C) as indicated in the Contract (e.g., a State Term Contract), then P&C will then be a Purchasing Agency for the purposes herein and in the Federal Funds Provisions, below.
- d. Contracts made in contravention of General Statutes, Chapter 143, Article 3 and the Rules in 05 NCAC Chapter 5, are void. G.S. 143-58.
- e. In cases of conflict between specific provisions in this Contract and any other referenced documents, the Order of Precedence shall be (high to low) (1) any special terms and conditions specific to this Contract, including any negotiated terms; (2) requirements, specifications and administrative terms; (3) these NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS, including the Federal Funds Provisions; (4) Definitions and other provisions in INSTRUCTIONS TO APPLICANT AGENCY in this solicitation, which is specifically incorporated in this Contract; (5) PRICING, and (6) Applicant Agency's Bid, to the extent specifically and mutually incorporated into this Contract.
- f. In the event of conflict of terms between applicable provisions of the Federal Funds Provisions and the other provisions of these North Carolina General Contract Terms and Conditions, the more restrictive provision will govern.

4. AVAILABILITY OF FUNDS: Any and all payments to the Applicant Agency shall be dependent upon and subject to the availability of funds appropriated or allocated to the agency for the purpose set forth in the Contract.

5. SITUS AND GOVERNING LAWS:

- a. This Contract is made under and shall be governed by and construed in accordance with the laws of the State of North Carolina, including, without limitation, the relevant provisions of G.S. Chapter 143, Article 3, and the Rules in 01 NCAC Chapter 05, and any applicable successor provisions, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract, tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined. G.S. 22B-3.
- b. Applicant Agency shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with the Contract, including those of federal, state, and local agencies having

jurisdiction and/or authority, and including, without limitation, the applicable requirements in the Federal Funds Provisions, below.

- c. Non-resident Applicant Agency corporations not formed under NC law must be domesticated in the Office of the NC Secretary of State in order to contract with the State of North Carolina. G.S. 55A-15-01.

6. NON-DISCRIMINATION COMPLIANCE:

- a. The Applicant Agency will take affirmative action in complying with all State requirements and laws concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability or rights, such as preserved by Governor Roy Cooper Order E.O. 24 or 25, and will take necessary action to ensure that its internal employee policies and procedures are consistent with Executive Order #82 (Roy Cooper, December 6, 2018), which extends workplace protections and accommodations to pregnant employees.
- b. Federal Law, such as the following, applies as provided for therein: Titles VI and VII of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (prohibiting discrimination on the basis race, color, national origin and ensuring that individuals are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age); Title IX of the Education Amendments of 1972 (codified as amended at 20 U.S.C. § 1681 et seq.) (prohibiting discrimination on the basis of sex); Titles I, II, III, IV, and V of the Americans with Disability Act of 1990 (prohibiting discrimination on the basis of disability); Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. § 794) (prohibiting discrimination on the basis of handicap); the Age Discrimination Act of 1975 (codified as amended at 42 U.S.C. § 6101 et seq.) (prohibiting age discrimination); Executive Order 11063 as amended by Executive Order 2259; and Section 109 of the Housing and Community Development Act of 1974, as amended.

- 7. PAYMENT TERMS:** Payment terms are net not later than 30 days after receipt of a correct invoice or acceptance of goods, whichever is later. The Procuring Agency is responsible for all payments to the Applicant Agency under the Contract. Payment by some agencies may be made by procurement card. If the Applicant Agency accepts Visa, MasterCard, etc., from other customers, it shall accept procurement card payment by the State under the terms provided for the procurement card. 01 NCAC 05B.1523. If payment is made by procurement card, then payment for amounts then due may be processed immediately by the Applicant Agency.

The State does not agree in advance, in contract, pursuant to Constitutional limitations, to pay costs such as interest, late fees, penalties or attorney's fees. This Contract will not be construed as an agreement by the State to pay such costs and will be paid only as ordered by a court of competent jurisdiction.

- 8. ACCESS TO PERSONS AND RECORDS:** During, and after the term here of during the relevant period required for retention of records by State law(G.S. 121-5, 132-1 *et seq.*, typically five years), the State Auditor and any Purchasing Agency's internal auditors shall have access to persons and records related to the Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. 143-49(9).However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the such retention of records period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the record retentions period, whichever is later.

9. GENERAL INDEMNITY:

- a. The Applicant Agency shall indemnify, defend and hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, Services, materials, or supplies in connection with the performance of the Contract, and also from any and all claims and

losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Applicant Agency in the performance of the Contract that are attributable to the negligence or intentionally tortious acts of the Applicant Agency, provided that the Applicant Agency is notified in writing within 30 days from the date that the State has knowledge of such claims.

- b. The Applicant Agency, at its own expense shall defend any action brought against the State, under this section. The Applicant Agency shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that the State shall have the option to participate in such action at its own expense.
- c. The Applicant Agency represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of Applicant Agency deliverables or Services as part of this Contract with the State.
- d. As part of this provision for General indemnity, if federal funds are involved in this procurement, the Applicant Agency warrants that it will comply with all relevant and applicable federal requirements and laws, and will indemnify, defend and hold and save the State harmless from any claims or losses resulting to the State from the Applicant Agency's noncompliance with such federal requirements or law in the performance of this Contract. The representations and warranties in the preceding two sentences shall survive the termination or expiration of the Contract.
- e. The State does not participate in indemnification due to Constitutional restrictions, or arbitration, which effectively and unacceptably waives jury trial. See, G.S. 22B-3, -10.

10. SUBCONTRACTING: Performance under the Contract by the Applicant Agency shall not be subcontracted without prior written approval of the State's assigned Contract Lead. Unless otherwise agreed in writing, acceptance of a Applicant Agency's proposal shall include approval to use the subcontractor(s) that have been specified therein.

11. CONFIDENTIALITY: Applicant Agency information that cannot be shown to be, e.g., a trade secret, may be subject to public disclosure under the terms of the State Public Records Act (SPRA), beginning at G.S. 132.1. Blanket assertions of confidentiality are not favored, but confidentiality of specific material meeting one or more exceptions in the SPRA will be honored. Applicant Agencies are notified that if the confidentiality of material is challenged by other parties, the Applicant Agency has the responsibility of defending the assertion of confidentiality. G.S. 143-52(a).

12. CARE OF STATE DATA AND PROPERTY: Any State property, information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Applicant Agency under the Contract shall be kept as confidential, used only for the purpose(s) required to perform the Contract and not divulged or made available to any individual or organization without the prior written approval of the State.

The State's data and property in the hands of the Applicant Agency shall be protected from unauthorized disclosure, loss, damage, destruction by a natural event or another eventuality. The Applicant Agency agrees to reimburse the State for loss or damage of State property while in Applicant Agency's custody. Such State Data shall be returned to the State in a form acceptable to the State upon the termination or expiration of this Agreement.

The Applicant Agency shall notify the State of any security breaches within 24 hours as required by G.S. 143B-1379. For further information, see, G.S. 75-60 *et seq.* **Notice** is given to the Applicant Agency that the NC Department of Information Technology (DIT) has requirements relating to the security of the State network, and rules relating to the use of the State network, IT software and equipment, that the Applicant Agency must comply with, as applicable. See, e.g., G.S. 143B-1376.

13. ENTIRE AGREEMENT: The Contract (including any documents mutually incorporated specifically therein) resulting from a relevant solicitation represents the entire agreement between the parties and supersedes all prior oral or written statements or agreements. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

14. **ELECTRONIC RECORDS**: The State will digitize all Applicant Agency responses to the relevant solicitation, if not received electronically, as well as any awarded Contract together with associated procurement-related documents. These electronic copies shall constitute a preservation record and shall serve as the official record of this procurement with the same force and effect as the original written documents comprising such record. Any official electronic copy, printout or other output readable by sight shown to reflect such record accurately shall constitute an "original."
15. **AMENDMENTS**: This Contract may be amended only by a written amendment duly executed by the State and the Applicant Agency.
16. **NO WAIVER**: Notwithstanding any other language or provision in the Contract or in any Applicant Agency-supplied material, nothing herein is intended nor shall be interpreted as a waiver of any right or remedy otherwise available to the State under applicable law. The waiver by the State of any right or remedy on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.
17. **FORCE MAJEURE**: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including, without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, other catastrophic epidemic or pandemic, natural event or Act of God.
18. **SOVEREIGN IMMUNITY**: Notwithstanding any other term or provision in the Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or other State or federal constitutional provision or principle that otherwise would be available to the State under applicable law.
19. **INSURANCE COVERAGE**: During the term of the MOA, both Parties at their own respective sole cost and expense shall provide and shall require all of their respective agents and subcontractors providing services hereunder to provide proper insurance of such type and with such terms and limits as may be reasonably associated with the MOA. Providing and maintaining adequate insurance coverage for its respective operations and obligations is a material obligation of both Parties. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the North Carolina Commissioner of Insurance to do business in North Carolina. Both Parties shall always comply with the terms of its respective insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this MOA. As a minimum, the Parties shall each provide and shall require their respective agents and subcontractors providing services hereunder to provide and maintain the following coverage and limits:
 - a. **Workers' Compensation**: Both Parties shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all its respective employees who are engaged in any work under this MOA. If any work is sub-contracted, the contracting party shall require the sub-contractor to provide the same coverage for all its employees engaged in any work under this MOA.
 - b. **Commercial General Liability**: Both Parties shall maintain a minimum of General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit.
 - c. **Automobile**: Both Parties shall maintain Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with this MOA. The minimum combined single limit shall be \$250,000.00 bodily injury and property damage; \$250,000.00 uninsured/under insured motorist; and \$2,500.00 medical payment.

V. EXECUTION OF AGREEMENT:

In compliance with this AGREEMENT, and subject to all the conditions herein, the undersigned offers and agrees to provide the specified services, at the cost and within the time specified herein. Further, the undersigned acknowledges that Contractor has been provided a copy of the Alcohol/Drug Free Workplace Policy.

CONTRACTOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO (800)
N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.		
PRINT NAME & TITLE OF PERSON SIGNING:		FAX NUMBER:
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

If any or all parts of this AGREEMENT are accepted, an authorized representative of Department of Public Safety shall affix their signature hereto and this document and the provisions of the Instructions to Contractors, special terms and conditions specific to this AGREEMENT, the specifications, and the North Carolina General Contract Terms and Conditions shall then constitute the written agreement between the parties. A copy of this AGREEMENT will be forwarded to the Contractor(s).

<u>FOR DEPARTMENT OF PUBLIC SAFETY USE ONLY</u>
Offer accepted on this ____ day of _____, 20____, as indicated on attached certification or purchase order,
By _____ (Authorized representative of the Department of Public Safety)

ADDENDUM: AWARD CONDITIONS

The following conditions are to be addressed when implementing the Medication-Assisted Treatment program utilizing these awarded funds:

- 1) Recommend consultation with Alkermes; discuss any savings options
- 2) Develop detailed implementation plan for Vivitrol administration pre and post release for at least 6–9-month timeframe for each participant
 - Clarify subcontractors, recovery support
 - Clarify administration of Vivitrol in the community (post-release) – including funding Vivitrol administered in the community
- 3) Submit a 12-month budget for the award amount along with the signed Memorandum of Agreement (MOA)

Attachment 1: DPS Alcohol / Drug Free Work Place Policy

POLICY

It is the policy of the Department of Public Safety to provide a work environment free of alcohol and drugs in order to ensure the safety and well being of employees, correctional clientele, and the general public. All employees of the Department of Public Safety, including permanent full-time, trainee, permanent part-time, permanent hourly, probationary, and temporary shall abide by this policy.

PURPOSE

This document is intended to advise managers and employees of the guidelines of an alcohol/drug free work place, and to set out the penalties for violation(s) of the guidelines.

PROCEDURES/OPERATIONAL GUIDELINES

All employees of the Department of Public Safety are expected to be physically and mentally prepared and able to perform their assigned duties throughout the workday. No employee shall report to the work site impaired by or suffering from the effects of drugs or alcohol.

Individuals reporting for work under the influence or the effects of alcohol and/or drugs shall be issued discipline, up to and including dismissal, consistent with the policy governing personal conduct.

No employee shall manufacture, distribute, or dispense controlled substances (drugs/alcohol) at the work site or away from the work site. No employee shall use "across the counter" medication to the point of impairment while at the work site, or in any situation which may bring discredit to the Department. Use or abuse shall be viewed as personal misconduct and shall be cause for immediate disciplinary action up to and including dismissal.

Possession of an illegal substance in any situation, at work or away from the work site shall be cause for discipline. Possession of controlled substances, i.e. Prescription medication or alcohol, must be in compliance with existing laws. Violations will result in discipline up to and including dismissal based on personal misconduct. Employees who are arrested, detained, or served a warrant for any alcohol/drug related incident, at the work site or away from the work site have 24 hours to file a written report of the situation with the work unit supervisor/manager, i.e. Warden, Superintendent, Branch Manager. The work unit supervisor/manager shall make a recommendation for appropriate disciplinary action based on the facts of the case after conducting a thorough investigation.

If sufficient facts cannot be obtained due to pending litigation, the work unit supervisor/manager shall request, in writing, that any recommendation for disciplinary action be delayed until the court has disposed of the matter. Once the legal proceedings have been completed, the employee shall furnish a certified copy of the court disposition within 48 hours of the judgment. The recommendation for discipline shall be made at this time, if not previously addressed.

Any conviction of a drug or alcohol related offense, which occurred at the work site, shall be reported to the federal government by the Personnel Office; therefore, such offenses shall be reported to the Personnel Office by the appropriate manager so that the Personnel Office may comply with the requirement.

The Department of Public Safety utilizes the State Employee Assistance Program (EAP) administered through the Office of State Personnel. The EAP provides employees with a comprehensive referral service to aid in coping with or overcoming personal problems, including drug and alcohol problems. Consultants with the State EAP will provide managerial/supervisory training and coordinate employee orientation.

This policy shall be posted in an accessible area for employee review and shall be periodically reviewed in staff meetings and at line up. In addition, each present employee and all new employees shall be given a copy of this policy for their information.