



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 01/09/24

or Procurement Director Award:

* = Mandatory, information must be provided

***Contractor/Vendor Name/Grantor (DBA):**

Kodi Foundation formerly known as Elise Townsend

***Project Title/Description:**

Implementation of enhancements in Support of the Pima County Drug Court Program Drug Treatment Alternative to Prison (DTAP) and the Specialty Courts Initiative

***Purpose:**

To provide case management services from our Behavioral Health Treatment Court Collaborative Substance Abuse and Mental Health Services Administration (SAMHSA) Center for Substance Abuse Treatment grants.

***Procurement Method:**

Direct Select per Board of Supervisors Policy D29.6, III- C.

***Program Goals/Predicted Outcomes:**

To provide staff, goods, and services for the specialty court programs in Pima County. The primary focus of this contract is for Contractor to provide employment support, vocational training, and job coaching for participants in a participating court of the Pima County Specialty Courts Initiative (primarily the Drug Treatment Alternative to Prison aka DTAP program) in the form of the staff for the provision of these services. Contractor will provide to the DTAP program vocational assessment, training, job coaching, resume assistance, coordination with other members of the DTAP team (to include treatment, probation, attorneys and judge), provide compliance information, and participate in court staffings. Contractor may be requested to provide these services to other specialty courts (i.e., the Consolidated Misdemeanor Problem Solving aka CMPS court program), to the extent that their resources permit support of other courts. This amendment is to increase the contract and modify the scope of services.

***Public Benefit:**

The DTAP program reduces recidivism, saves millions of taxpayer dollars, saves lives and reunites families.

***Metrics Available to Measure Performance:**

Pima County Attorney's Office will be reviewing and approving invoices to monitor services provided under this agreement required to meet the needs of the program.

***Retroactive:**

Yes. The SAMHSA grant was approved for a No-Cost Extension on September 21st, 2023 for PCAO and our office needed to route for signatures. Due to these delays, County was unable to submit before the contract commencement date. If not approved this will affect the public safety of the Pima County residents.

To: COB 12-26-23(1)
Vers: 4
Pgs: 4
GMI Approves
AF 12/22/23

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Commencement Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____
 Expense Amount \$ _____ * Revenue Amount: \$ _____

*Funding Source(s) required: _____

Funding from General Fund? Yes No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? Yes No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? Yes No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? Yes No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: CT Department Code: PCA Contract Number (i.e., 15-123): 23-124
Amendment No.: 3 AMS Version No.: 4
Commencement Date: 10/01/23 New Termination Date: 09/30/24
Prior Contract No. (Synergen/CMS): 22-113

Expense Revenue Increase Decrease

Amount This Amendment: \$ 5 000.00

Is there revenue included? Yes No If Yes \$ _____

*Funding Source(s) required: DTAP-SAMHSA

Funding from General Fund? Yes No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards)

Award Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____
Commencement Date: _____ Termination Date: _____ Amendment Number: _____
 Match Amount: \$ _____ Revenue Amount: \$ _____

*All Funding Source(s) required: _____

*Match funding from General Fund? Yes No If Yes \$ _____ % _____

*Match funding from other sources? Yes No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Star Romero

Department: Pima County Attorney's Office

Telephone: 724-6000

Department Director Signature: [Signature]

Date: 11/27/2023

Deputy County Administrator Signature: [Signature]

Date: _____

County Administrator Signature: _____

Date: 12/22/23

Pima County Attorney's Office

Project: Implementation of enhancements in Support of the Pima County Drug Court Program Drug Treatment Alternative to Prison (DTAP) and the Specialty Courts Initiative

Contractor: Kodi Foundation (formerly known as Elise Townsend)

Contract No.: CT- PCA-23-124

Contract Amendment No.: 03

Orig. Contract Term: 10/01/2021-09/30/2022	Orig. Amount:	\$ 49,999.00
Termination Date Prior Amendment: 09/30/2023	Prior Amendments Amount:	\$ 21,649.00
Termination Date This Amendment: 09/30/2024	This Amendment Amount:	\$ 5,000.00
	Revised Total Amount:	\$ 76,648.00

CONTRACT AMENDMENT

The parties agree to amend the above-referenced contract as follows:

1. Background and Purpose.

1.1. Background. On October 1, 2021, County and Contractor Kodi Foundation formerly known as Elise Townsend entered into the above referenced agreement to provide Implementation of enhancements in Support of the Pima County Drug Court Program Drug Treatment Alternative to Prison (DTAP) and the Specialty Courts Initiative.

1.2. Purpose. County requires continuing services from Contractor for Enhancements in support of Pima County Drug Court Program- DTAP and Specialty Courts Initiative.

2. Term. The County is exercising its final extension option to renew the contract for one additional year commencing on October 1, 2023, and terminating on September 30, 2024. If the commencement date is before the Effective Date of this amendment, the parties will, for all purposes, deem the amendment to have been in effect as of the commencement date.

3. Maximum Payment Amount. The maximum amount the County will spend under this Contract, as set forth in Section 4, is increased by \$5,000.00. County's total payments to Contractor under this contract, including any sales taxes, will not exceed \$76,648.00.

4. Scope of Services. The parties have revised the Scope of Services as described in the attached **Exhibit A** (2 pages).

Contract No.: CT-PCA-23-124-03

Revised 8/19/22

All other provisions of the Contract not specifically changed by this Amendment remain in effect and are binding upon the parties.

PIMA COUNTY

CONTRACTOR

Chair, Board of Supervisors

Authorized Officer Signature

Date

EMMY J GREGORY, PRESIDENT

Printed Name and Title

11/22/2023

Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM

APPROVED AS TO CONTENT

[Signature]

Deputy County Attorney

Nicole Heath

Nicole Heath, Legal Administrator

Rachelle Barr

Print DCA Name

11/27/2023

Date

11/30/2023

Date

Exhibit A (2 pages)
Scope of Services
EXHIBIT A

Scope of Work

BACKGROUND

The Pima County Specialty Courts Initiative is a project originating from the Pima County Attorney's Office (PCAO) and is a collaboration with multiple partner criminal justice agencies. The goal of this initiative is to develop an integrated continuum combining effective court supervision with adequate treatment capacity for all those in our criminal justice system suffering from co-occurring mental health and substance use disorders, and to implement and/or expand specialty court programs at both the misdemeanor and felony levels that will utilize the accountability of the justice system to encourage and assist in individual's recovery. This initiative includes but is not limited to the felony Drug Treatment Alternative to Prison (DTAP), felony Drug Court, and misdemeanor Consolidated Misdemeanor Problem Solving (CMPS) Court programs. One objective of the Problem-Solving Courts Initiative is to partner with treatment and social services agencies to ensure the clinical and "whole person" needs of court participants are addressed, and court programs coordinate with therapeutic interventions. When Medicaid-funding is not available, grant funding may be utilized to support these clinical needs, depending on medical necessity and funding availability. Grant and other funding may also be utilized to provide: wrap-around recovery resources (including but not limited to supportive housing, transportation, vision care, dental care, clothing, food, and other similar items/services), staff to provide case management and resource/treatment coordination, peer support, assessment tools, database management, drug testing, education or employment assistance, training, and other goods or services as permitted by funder regulations and funding availability.

PURPOSE

PCAO, via funding obtained to support the Specialty Courts Initiative, will contract with The Kodi Foundation (hereafter referred to Contractor) to provide staff, goods, and services for the specialty court programs in Pima County. The primary focus of this contract is for Contractor to: provide employment support, vocational training, and job coaching for participants in the Drug Treatment Alternative to Prison aka DTAP program in the form of the staff for the provision of these services. Contractor will provide to the DTAP program vocational assessment, training, job coaching, resume assistance, coordination with other members of the Specialty Courts teams (to include treatment, probation, attorneys and judges), provide compliance information, and participate in court staffings.

RESPONSIBILITIES OF PCAO

PCAO, or its designee (where appropriate), responsibilities are as follows:

1. Work with Contractor to establish mutually agreed upon policies and protocols for a standard program operating procedure, to include assessment, coaching and support, and court participation;
2. Facilitate identification of and referral process for potential participants and notify Contractor of names (and other demographic information, as needed and available) of individuals referred to Contractor for assessment;
3. Communicate regularly (directly or by designee) the status of the specialty court participant's progress in court program and any legal issues that may be relevant;
4. Ensure that caseload remains of manageable size given number of contracted staff;
5. Reimburse Contractor for other mutually-agreed upon supplies and other resources (see Exhibit B for this authorization and reimbursement process);
6. Submit authorization and request for payment to the Pima County Finance Department within 30 days of receiving invoice from Contractor; and
7. Monitor contract compliance of Contractor.

RESPONSIBILITIES OF CONTRACTOR

Contractor responsibilities are as follows:

1. Adhere to evidence-based best practice standards (where appropriate);

2. Obtain release-of-information authorization from participants (if not already acquired) as well as any releases specific to Contractor needed to permit fluid communication with court team(s) regarding participant compliance and progress in treatment;
3. Provide staff person for DTAP compliance staffings, hearings and Adult Recovery Team (ART) meetings;
4. Provide the following services to DTAP, Drug Court and CMPS Court:
 - a. Meet with all referred participants where they are in their life process within the first two weeks of their arrival in Residential Treatment or at the request of Probation or the Specialty Court teams at mutually-agreed upon location (which may include residential treatment or housing placement, as appropriate and safe to do so);
 - b. Assess participant to see if he or she is a candidate for the Mentorship Program (Kodi's Champions) and enroll with a Mentor;
 - c. Provide an employment packet which includes blank "Master Application" (resume) and several forms helping individuals determine both "hard and soft skills", to better communicate with the Contractor's team the participant's experience and desired positions.
 - d. After forms are completed, Contractor will draft a resume along with the necessary copies for job search success;
 - e. Contractor will establish monthly workshops to include but not limited to interviewing skills, 'Me in 30 seconds', and 'I have a job, now what?'
 - f. When Contractor determines an individual is ready for job search, will offer additional job coaching and employment leads that match the person to the appropriate job;
 - g. After receiving one on one coaching, and the participant has created and feels confident in their "Me in 30 Second" presentation, the contractor will video tape them and post on the Kodi Foundation website. Area employers have the opportunity to review the videos on the site and then reach out for possible face to face interviews and potential job offers. A more streamlined approach in meeting potential employees.
 - h. Contractor will work directly with the Specialty Court teams to determine any special individual needs, for example, obtaining a high school diploma/GED, job-specific training, additional one-on-one coaching, and goal setting; and
 - i. Contractor will work directly with the courts, probation and treatment facilities to better understand expectations and goals;
5. Communicate regularly with Specialty Court teams, providing timely updates on urgent situations;
6. Contractor may request reimbursement from PCAO additional resources for supplies, participant training, and other wrap-around resources (as approved by PCAO in advance, see Exhibit C for additional information);
7. Invoice PCAO monthly. Invoices will include: name of participant, dates of service within the invoiced month for each participant, and itemization of any specific goods/services purchased for the participant (along with prior authorization from PCAO and receipt for item);
8. Coordinate with Outside Evaluator and provide the following data to PCAO necessary for grant reporting requirements and program outcome assessment (in accordance with confidentiality requirements);
 - a. Participant Name
 - b. Participant prior employment
 - c. Service Dates
 - d. Services Provided (aka workshop, resume writing, 1:1 meeting, etc.)
 - e. Employment Gained and Employment Type

FUNDING

Funding sources for the services outlined in this contract are a SAMHSA Adult Treatment Drug Court Grant; state and local funding may also be contributed if available.