



**BOARD OF SUPERVISORS AGENDA ITEM REPORT**  
**CONTRACTS / AWARDS / GRANTS**

Requested Board Meeting Date: Sept. 15, 2015

or Procurement Director Award ☐

**Contractor/Vendor Name (DBA):** Community Intervention Associates

**Project Title/Description:**

Implementation of Enhancements in support of the Pima County Drug Court Program Drug Treatment Alternative to Prison Program (DTAP).

**Purpose:**

Community Intervention Associates (CIA), through its contract with Cenpatico, shall enroll DTAP Title XIX eligible members, so they can receive residential substance abuse treatment services or intensive outpatient treatment.

**Procurement Method:**

Direct Select

**Program Goals/Predicted Outcomes:**

Frequent and random drug tests of participants to encourage/measure abstinence as required by the Courts.

**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:**

No

**Original Information**

Document Type: CT Department Code: PCA Contract Number (i.e., 15-123): 16\*42

Effective Date: 10/01/2015 Termination Date: 09/30/2016 Prior Contract Number (Synergen/CMS): \_\_\_\_\_

☒ Expense Amount: \$ 60,000.00

☐ Revenue Amount: \$ \_\_\_\_\_

Funding Source(s): Drug Treatment Alternative to Prison Program (DTAP) SAMSHA, DTAP BHTCC

Cost to Pima County General Fund: No cost to General Fund

Contract is fully or partially funded with Federal Funds? ☒ Yes ☐ No ☐ Not Applicable to Grant Awards

Were insurance or indemnity clauses modified? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards

Vendor is using a Social Security Number? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

**Amendment Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_

Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_

Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_

☐ Expense ☐ Revenue ☐ Increase ☐ Decrease

Amount This Amendment: \$ \_\_\_\_\_

Funding Source(s): \_\_\_\_\_

Cost to Pima County General Fund: \_\_\_\_\_

Procure Dept 09/28/15 HMT 10/03/15 Procure Dept 09/28/15 HMT 10/03/15

To: CWB 9-2-15 (2) Pgs. 16 Ver-1

Contact: Star Romero

Department: Pima County Attorney

Telephone: 520-740-5606

Department Director Signature/Date: Dave Smith

Deputy County Administrator Signature/Date:

County Administrator Signature/Date:

(Required for Board Agenda/Addendum Items)

C. P. Dolezal 8/27/15

**PIMA COUNTY ATTORNEY'S OFFICE**

**PROJECT: PIMA COUNTY ENHANCING DRUG COURT SERVICES, COORDINATION AND TREATMENT**

**CONTRACTOR: Community Intervention Associates**  
2851 S. Avenue B, Bldg. 4  
Yuma, AZ 85364

**AMOUNT: \$60,000.00**

**FUNDING: DTAP GRANT FUNDING SAMHSA AND BHTCC**

**CONTRACT**

**NO CT-PCA-1600000000000000042**

**AMENDMENT NO. \_\_\_\_\_**

This number must appear on all  
invoices, correspondence and  
documents pertaining to this  
contract.

(STAMP HERE)

**PROFESSIONAL SERVICES CONTRACT - Board of Supervisors**

THIS CONTRACT entered between Pima County, a body politic and corporate of the State of Arizona, hereinafter called COUNTY; and Community Intervention Associates (CIA) hereinafter called CONTRACTOR.

**WITNESSETH**

WHEREAS, COUNTY requires the services of a CONTRACTOR to assist in the coordination of finding services to eligible members in the Drug Treatment Alternative to Prison Program (DTAP) and WHEREAS, the Department of Health and Human Services agrees to provide funds for such services through

Pima County (GTAW-PCA-1500000000000000041), Adult Treatment Court Collaborative, Substance Abuse and Mental Health services Administration center for Mental Health services, Grant No I HT9SM0616S3-01:  
and

NOW, THEREFORE, the parties hereto agree as follows:

**ARTICLE 1 - TERM AND EXTENSION/RENEWAL/CHANGES**

This Contract, as awarded by the Board of Supervisors, commences on October 1<sup>st</sup>, 2015 and terminates on September 30<sup>th</sup>, 2016, unless sooner terminated or further extended pursuant to the provisions of this Contract. The parties may renew this Contract for up to four (4) additional one-year periods or any portion thereof.

Any modification, or extension of the contract termination date, will be by formal written amendment executed by the parties hereto.

Amendments to the Contract must be approved by the Board of Supervisors or the Procurement Director, as required by the Pima County Procurement code, before any work or deliveries under the Amendment commences.

**ARTICLE 2 – SCOPE OF SERVICES**

This Contract establishes the agreement under which CONTRACTOR will provide COUNTY with products and services in accordance with the attached Exhibit A: Scope of Services (2 pages).

CONTRACTOR will provide COUNTY the goods and services as defined in this Contract. All goods and services will comply with the requirements and specifications as called for in this Contract.

CONTRACTOR will employ suitably trained and skilled professional personnel to perform all consultant services under this Contract. Prior to changing any key personnel, especially those key personnel COUNTY relied upon in making this Contract, CONTRACTOR will obtain the approval of COUNTY.

### **ARTICLE 3 – COMPENSATION AND PAYMENT**

In consideration for the goods and services specified in this Contract, COUNTY agrees to pay CONTRACTOR in an amount not to exceed Sixty thousand dollars (\$60,000.00). Pricing for work will be as set forth in Exhibit B: Compensation and Payment (one page).

Although State and City sales tax may not be fully or accurately defined on an order, they will be paid when they are DIRECTLY applicable to Pima County and invoiced as a separate line item. Such taxes should not be included in the item unit price.

CONTRACTOR will provide detailed documentation in support of payment requests. CONTRACTOR must bill COUNTY within one month after the date on which CONTRACTOR'S right to payment accrues (the "Payment Accrual Date"), which, unless Exhibit B specifically provides otherwise, is the date goods are delivered, services are performed, or costs are incurred. Invoices must assign each amount billed to an appropriate line item on Exhibit B and list each Payment Accrual Date. COUNTY may refuse to pay any amount billed in an untimely manner, and will refuse to pay any amount billed more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

It is the intention of both parties that pricing will remain firm during the term of the contract. Price increases will only be considered in conjunction with a renewal of the Contract. In the event that economic conditions are such that CONTRACTOR desires unit price increases upon renewal of the Contract, CONTRACTOR will submit a written request to COUNTY with supporting documents justifying such increases at least ninety (90) days prior to the termination date of the Contract. Unit Prices will include compensation for CONTRACTOR to implement and actively conduct cost and price control activities. COUNTY will review the proposed pricing and determine if it is in the best interest of COUNTY to renew or extend the Contract as provided for in Article I of this Contract.

CONTRACTOR will not provide goods and services in excess of the Exhibit B Line Item and Contract Amounts without prior authorization by an amendment executed by COUNTY. Goods and Services provided in excess of Line Item or Contract Total Amounts without prior authorization by fully executed amendment will be at CONTRACTOR'S own risk.

For the period of record retention required under Article 22, COUNTY reserves the right to question any payment made under this Article and to require reimbursement therefore by setoff or otherwise for payments determined to be improper or contrary to the contract or law.

### **ARTICLE 4 - INSURANCE**

The CONTRACTOR'S insurance will be primary insurance and non-contributory with respect to all other available sources. CONTRACTOR will obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:

- a) Commercial General Liability in the amount of \$1,000,000.00 combined single limit Bodily Injury and Property Damage. Pima County is to be named as an additional insured for all operations performed within the scope of the Contract between Pima County and CONTRACTOR;
- b) Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage;
- c) If this Contract involves professional services, professional liability insurance in the amount of \$1,000,000.00; and,
- d) If required by law, workers' compensation coverage including employees' liability coverage.

CONTRACTOR will provide COUNTY with current certificates of insurance. All certificates of insurance must provide for guaranteed thirty (30) days' written notice to the COUNTY of cancellation, non-renewal or material change.

#### **ARTICLE 5 - INDEMNIFICATION**

CONTRACTOR will indemnify, defend, and hold harmless COUNTY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by CONTRACTOR, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Contract.

CONTRACTOR warrants that all products and services provided under this contract are non-infringing. CONTRACTOR will indemnify, defend and hold COUNTY harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

#### **ARTICLE 6 - COMPLIANCE WITH LAWS**

CONTRACTOR will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services provided under this contract require a license issued by the Arizona Registrar of Contractors (ROC), Contractor certifies that those services will be provided by a contractor licensed by ROC to perform those services in Arizona. The laws and regulations of the State of Arizona govern the rights, performance and disputes of and between the parties. Any action relating to this Contract must be brought in a court of the State of Arizona in Pima County.

Any changes in the governing laws, rules, and regulations during an agreement apply, but do not require an amendment or revisions.

#### **ARTICLE 7 - INDEPENDENT CONTRACTOR**

The status of the CONTRACTOR is that of an independent contractor. Neither CONTRACTOR, nor CONTRACTOR'S officers, agents or employees will be considered an employee of Pima County or be entitled to receive any employment-related fringe benefits under the Pima County Merit System. CONTRACTOR is responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of CONTRACTOR'S failure to pay such taxes. CONTRACTOR is solely responsible for program development and operation.

#### **ARTICLE 8 - SUBCONTRACTOR**

CONTRACTOR is fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor and of persons for whose acts any of them may be liable to the same extent that the CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract creates any obligation on the part of COUNTY to pay or see to the payment of any money due any subcontractor, except as may be required by law.

#### **ARTICLE 9 - ASSIGNMENT**

CONTRACTOR may not assign its rights to this Contract, in whole or in part, without prior written approval of the COUNTY. COUNTY may withhold approval at its sole discretion, provided that COUNTY will not unreasonably withhold such approval.

#### **ARTICLE 10 - NON-DISCRIMINATION**

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein including flow down of all provisions and requirements to any subcontractors. During the performance of this contract,

CONTRACTOR will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

#### **ARTICLE 11 - AMERICANS WITH DISABILITIES ACT**

CONTRACTOR will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

#### **ARTICLE 12 - AUTHORITY TO CONTRACT**

CONTRACTOR warrants its right and power to enter into this Contract. If any court or administrative agency determines that COUNTY does not have authority to enter into this Contract, COUNTY will not be liable to CONTRACTOR or any third party by reason of such determination or by reason of this Contract.

#### **ARTICLE 13 - FULL AND COMPLETE PERFORMANCE**

The failure of either party to insist on one or more instances upon the full and complete performance of any of the terms or conditions of this Contract to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

#### **ARTICLE 14 - CANCELLATION FOR CONFLICT OF INTEREST**

This Contract is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

#### **ARTICLE 15 - TERMINATION OF CONTRACT FOR DEFAULT**

A. Upon a failure by CONTRACTOR to cure a default under this Contract within ten (10) days of receipt of notice from COUNTY of the default, COUNTY may, in its sole discretion, terminate this Contract for default by written notice to CONTRACTOR. In this event, COUNTY may take over the work and complete it by contract or otherwise. In such event, CONTRACTOR will be liable for any damage to the COUNTY resulting from CONTRACTOR's default, including any increased costs incurred by COUNTY in completing the work.

B. The occurrence of any of the following, without limitation to the named events, constitutes an event of default:

1. Abandonment of or failure by CONTRACTOR to observe, perform or comply with any material term, covenant, agreement or condition of this Contract, or to prosecute the work or any separable part thereof with the diligence that will insure completion within the time specified in this contract, including any extension, or a failure to complete the work (or the separable part of the work) within the specified time;
2. Persistent or repeated refusal or failure to supply adequate staff, resources or direction to perform the work on schedule or at an acceptable level of quality;
3. Refusal or failure to remedy defective or deficient work within a reasonable time;
4. Loss of professional registration or business or other required license or authority, or any curtailment or cessation for any reason of business or business operations that would substantially impair or preclude CONTRACTOR's performance of this Contract;
5. Disregard of laws, ordinances, or the instructions of COUNTY or its representatives, or any otherwise substantial violation of any provision of the contract;
6. Performance of work hereunder by personnel that are not qualified or permitted under state law or local law to perform such services;
7. Commission of any act of fraud, misrepresentation, willful misconduct, or intentional breach of any provision of this Contract; or
8. If a voluntary or involuntary action for bankruptcy is commenced with respect to CONTRACTOR, or CONTRACTOR becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver or liquidator appointed in respect of its assets.

C. In the event of a termination for default:

1. All finished and unfinished drawings, specifications, documents, data, studies, surveys, drawings, photographs, reports and other information in whatever form, including electronic, acquired or prepared by CONTRACTOR for this project become COUNTY's property and will be delivered to COUNTY not later than five (5) business days after the effective date of the termination;
2. COUNTY may withhold payments to CONTRACTOR arising under this or any other Contract for the purpose of set-off until such time as the exact amount of damage due COUNTY from CONTRACTOR is determined; and
3. Subject to the immediately preceding subparagraph (2), COUNTY's liability to CONTRACTOR will not exceed the Contract value of work satisfactorily performed prior to the date of termination for which payment has not been previously made.

D. The Contract will not be terminated for default nor CONTRACTOR charged with damages under this Article, if:

(1) Excepting item (8) in paragraph B above, the event of default or delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR. Examples of such causes include—

- (i) Acts of God or of the public enemy,
- (ii) Acts of COUNTY in either its sovereign or contractual capacity,
- (iii) Acts of another contractor in the performance of a contract with COUNTY,
- (iv) Fires,
- (v) Floods,
- (vi) Epidemics,
- (vii) Quarantine restrictions,
- (viii) Strikes,
- (ix) Freight embargoes,
- (x) Unusually severe weather, or
- (xi) Delays of subcontractors at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both CONTRACTOR and the subcontractor(s); and

(2) CONTRACTOR, within seven (7) days from the beginning of any event of default or delay (unless extended by COUNTY), notifies COUNTY in writing of the cause(s) therefore. In this circumstance, COUNTY will ascertain the facts and the extent of the resulting delay. If, in the reasonable judgment of COUNTY, the findings warrant such action, the time for completing the work may be extended.

E. For the purposes of paragraph A above, "receipt of notice" includes receipt by hand by CONTRACTOR's designated representative, by facsimile transmission with notice of receipt, or under the Notices clause of this Contract.

F. If, after termination of the Contract for default, it is determined that CONTRACTOR was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of COUNTY.

G. The rights and remedies of COUNTY in this Article are cumulative and in addition to any other rights and remedies provided by law or under this contract.

#### **ARTICLE 16 – TERMINATION FOR CONVENIENCE**

COUNTY reserves the right to terminate this Contract at any time and without cause by serving upon CONTRACTOR thirty (30) days' advance written notice of such intent to terminate. In the event of such termination, COUNTY'S only obligation to CONTRACTOR will be payment for services rendered prior to the date of termination.

Notwithstanding any other provision in this Contract, this Contract may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public



entity obligations under this Contract. In the event of such termination, COUNTY will have no further obligation to CONTRACTOR, other than to pay for services rendered prior to termination.

#### **ARTICLE 17 - NOTICE**

Any notice required or permitted to be given under this Contract will be in writing and will be served by personal delivery or by certified mail upon the other party as follows:

COUNTY:  
David Smutzer, Legal Administrator  
Pima County Attorney's Office  
32 N. Stone Avenue, 19<sup>th</sup> FL.  
Tucson, AZ. 85701  
Telephone (520) 740-5600

CONTRACTOR:  
Community Intervention Associates  
Fred Cogburn  
2851 S. Avenue B, Bldg. 4  
Yuma Az. 85364  
Telephone: (928) 388-7093

#### **ARTICLE 18 - NON-EXCLUSIVE CONTRACT**

CONTRACTOR understands that this Contract is nonexclusive and is for the sole convenience of COUNTY. COUNTY reserves the right to obtain like services from other sources for any reason.

#### **ARTICLE 19 - OTHER DOCUMENTS**

CONTRACTOR and COUNTY in entering into this Contract have relied upon information by CONTRACTOR. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this contract.

#### **ARTICLE 20 - REMEDIES**

Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

#### **ARTICLE 21 - SEVERABILITY**

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

#### **ARTICLE 22 - BOOKS AND RECORDS**

CONTRACTOR will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of COUNTY.

In addition, CONTRACTOR will retain all records relating to this contract at least five (5) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

#### **ARTICLE 23- PUBLIC INFORMATION**

Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted in response to this solicitation, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.

Any records submitted in response to this solicitation that CONTRACTOR reasonably believes constitute proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by CONTRACTOR prior to the close of the solicitation.



Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., County will release records marked CONFIDENTIAL ten (10) business days after the date of notice to CONTRACTOR of the request for release, unless CONTRACTOR has, within the ten day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release will not be counted in the time calculation. CONTRACTOR will be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

County will not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor will County be in any way financially responsible for any costs associated with securing such an order.

#### **ARTICLE 24 – LEGAL ARIZONA WORKERS ACT COMPLIANCE**

CONTRACTOR hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to CONTRACTOR'S employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). CONTRACTOR will further ensure that each subcontractor who performs any work for CONTRACTOR under this contract likewise complies with the State and Federal Immigration Laws.

COUNTY has the right at any time to inspect the books and records of CONTRACTOR and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of CONTRACTOR'S or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting CONTRACTOR to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, CONTRACTOR will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.

CONTRACTOR will advise each subcontractor of COUNTY'S rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"SUBCONTRACTOR hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONTRACTOR's employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that COUNTY may inspect the SUBCONTRACTOR'S books and records to insure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR is a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article will be the responsibility of CONTRACTOR. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of CONTRACTOR's approved construction or critical milestones schedule, such period of delay will be deemed excusable delay for which CONTRACTOR will be entitled to an extension of time, but not costs.

#### **ARTICLE 25- GRANT COMPLIANCE**

If Grant funds are not used by this contract, insert "Not Applicable" and delete all other language from this article, else insert the following language AND attach the referenced Special Grant Conditions to this contract; " As applicable, at no additional cost to County, CONTRACTOR agrees to comply with all requirements included in the attached Exhibit C "Adult Drug Court Treatment, Substance Abuse and Mental Health Services Administration Center for Mental Health Services (5 pages).

**ARTICLE 26 - ENTIRE AGREEMENT**

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

IN WITNESS WHEREOF, the parties have affixed their signatures to this Contract on the date written below.

**PIMA COUNTY**

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Date

**CONTRACTOR**

  
\_\_\_\_\_  
Authorized Officer Signature

David A. Watts CAO  
\_\_\_\_\_  
Printed Name and Title

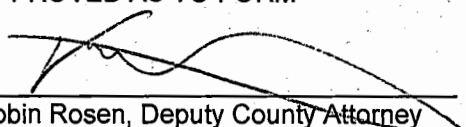
08/18/2015  
\_\_\_\_\_  
Date

**ATTEST**

\_\_\_\_\_  
Clerk of Board

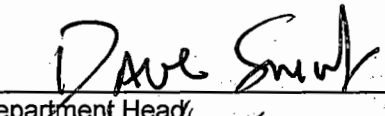
\_\_\_\_\_  
Date

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Tobin Rosen, Deputy County Attorney

8/12/15  
\_\_\_\_\_  
Date

**APPROVED AS TO CONTENT**

  
\_\_\_\_\_  
Department Head

8/25/15  
\_\_\_\_\_  
Date

## Scope of Work Exhibit A

### **BACKGROUND**

The DTAP program offers drug-addicted offenders the chance to receive residential substance abuse treatment and intensive outpatient treatment in lieu of a prison sentence. In addition to the treatment program, DTAP provides intensive resource management to the qualified individual(s). The wraparound recovery support services include transitional housing, higher education, job training/placement services, basic necessities and additional counseling, accompanied by drug testing, probation monitoring and regular court hearings.

### **PURPOSE**

Community Intervention Associates ("CIA"), through its contract with Cenpatico, shall enroll DTAP Title XIX eligible members, so they can receive residential substance abuse treatment services or intensive outpatient treatment and wraparound recovery support services.

### **RESPONSIBILITIES OF DTAP**

Entities included in DTAP consist of the Pima County Attorney's Office (PCAO), Office of Pima County Public Defender, Adult Probation and any other designated authorities within the DTAP program. The following responsibilities are applicable to any of these entities within the course of a DTAP referral.

DTAP responsibilities are as follows:

- Identify individual appropriate for the DTAP program,
- Enroll individual into the DTAP program, as dictated by standard DTAP procedure,
- Notify CIA of a new participant enrollment into the DTAP program,
- Participate in ongoing staffing, compliance hearings, and other events, as dictated by standard DTAP procedure, and
- Reimburse CIA for one-time or occasional goods or services needed for a participant when the goods/services cannot be purchased by any other funding source and is directly related to the participants recovery and success in the program. All goods and services not funded by Title 19 funds must be pre-approved in writing by the DTAP Program Director (email is sufficient).

### **RESPONSIBILITIES OF CIA**

CIA has the following responsibilities in the DTAP program:

- Hire, train and employ a DTAP Clinical Liaison who enrolls eligible participants into AHCCCS,
- PCAO narcotics supervisor notification to CIA to assess, screen, and enroll DTAP individuals into AHCCCS (if qualified), SAPT (if qualified) or the Marketplace (if qualified), within 7 to 14 days,
- Enroll participant to CIA (or other designated treatment provider). Participant will receive all coordination of care for DTAP treatment services via CIA, may receive behavioral health and substance abuse services as medically necessary, and CIA may refer to other treatment providers as needed,

- Address immediate participant concerns (optometry, dentistry, transportation, and pain management) through referrals to community resources,
- Report to the Court and / or Probation treatment and compliance information, as required by the standard DTAP plea agreement, to include compliance information from CIA as well as any other treatment provider,
- Participate in ongoing staff meetings, compliance hearings, and other events, as dictated by standard DTAP procedure,
- Refer female DTAP participants to DTAP preferred providers, currently The Haven for residential substance abuse treatment and male DTAP participants to Pasadera for residential treatment for a period of 90 days, as medically necessary,
- Refer Intensive Outpatient Services (IOP) participants to DTAP's preferred provider currently CODAC for a period of 120 days, as medically necessary,
- Facilitate and lead the monthly interdisciplinary meetings, ART meetings, professional staff meetings, and quarterly process and outcome evaluations to determine medical necessity for treatment,
- Monitor the participant in-between court hearings either face-to-face or via phone contact to ensure compliance and assist with resource management needs,
- Work closely with treatment providers to monitor status of participant,
- Maintain the DTAP database to ensure tracking and outcomes are monitored and completed accurately,
- Create a hard copy/electronic health record (intake, orientation, release of information and other documentation as required by the contract between Cenpatico and CIA) for each participant,
- For the first three months of this MOU, work collaboratively with the existing clinical liaison in order to ensure a smooth transition of services for the project participants and continuity of project administration.

#### **FUNDING:**

The clinical liaison position at CIA will be funded through one of the federal grants awarded to Pima County for the DTAP program. Covered Behavioral Health Services will be funded with TXIX/TXXI

Funds through Cenpatico. Noncovered services will be funded by DTAP funds, as determined by the DTAP program director. Both salary and services invoices will be submitted monthly by CIA to the DTAP program director for approval and payment out of DTAP funds.

This MOU contains the entire understanding of the parties and shall not be amended or modified except in writing and signed by each of the parties.

**Exhibit B**

**Compensation and Payment:**

**DTAP wrap around recovery support services**  
**Payment Net: Net 30 days**

**\$60.000 00**



**SAMHSA Drug Courts**  
Department of Health and Human Services  
Substance Abuse and Mental Health Services Administration  
Center for Substance Abuse Treatment

**Notice of Award**

**Issue Date:** 09/30/2014

**Grant Number:** 1H79TI024987-01  
**FAIN:** TI024987

**Program Director:**  
Melissa Rueschhoff

**Project Title:** Pima County Drug Court Treatment Project

Grantee Address	Business Address
COUNTY OF PIMA  130 West Congress, 10th Floor Tucson, AZ 857011317	Pima County Attorney's Office Legal Administrator 32 North Stone Suite 1400 Tucson, AZ 85701

**Budget Period:** 09/30/2014 – 09/29/2015  
**Project Period:** 09/30/2014 – 09/29/2017

**Dear Grantee:**

The Substance Abuse and Mental Health Services Administration hereby awards a grant in the amount of \$325,000 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to COUNTY OF PIMA in support of the above referenced project. This award is pursuant to the authority of Section 509 of the PHS Act, as amended and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Award recipients may access the SAMHSA website at [www.samhsa.gov](http://www.samhsa.gov) (click on "Grants" then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours,

Date: DEC 09 2014

Chair, Board of Supervisors

ATTEST:

Date: DEC 09 2014

Clerk of the Board of Supervisors

Eileen Bermudez  
Grants Management Officer  
Division of Grants Management

See additional information below

APPROVED AS TO FORM:

  
TOBIN ROSEN

Date: 12/30/14

Civil Deputy, County Attorney

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**SECTION I – AWARD DATA – 1H79TI024987-01****Award Calculation (U.S. Dollars)**

Salaries and Wages	\$43,825
Fringe Benefits	\$11,005
Personnel Costs (Subtotal)	\$54,830
Consortium/Contractual Cost	\$250,850
Travel Costs	\$5,200
Other	\$14,120

Direct Cost	\$325,000
Approved Budget	\$325,000
Federal Share	\$325,000
Cumulative Prior Awards for this Budget Period	\$0

AMOUNT OF THIS ACTION (FEDERAL SHARE)	\$325,000
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SUMMARY TOTALS FOR ALL YEARS	
YR	AMOUNT
1	\$325,000
2	\$324,673
3	\$323,410

\*Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

**Fiscal Information:**

CFDA Number:	93.243
EIN:	186600054385
Document Number:	13TI24987A
Fiscal Year:	2014

IC	CAN	Amount
TI	C96T511	\$325,000

IC	CAN	2014	2015	2016
TI	C96T511	\$325,000	\$324,673	\$323,410

**TI Administrative Data:**

PCC: DCT-AD / OC: 4145

**SECTION II – PAYMENT/HOTLINE INFORMATION – 1H79TI024987-01**

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support – Telephone Number: 1-877-614-5533.

The HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-800-HHS-TIPS (1-800-447-8477). The mailing address is: Office of Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW,



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**SECTION III – TERMS AND CONDITIONS – 1H79TI024987-01**

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This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation cited in this Notice of Award.
- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 74 or 45 CFR Part 92 as applicable.
- d. The HHS Grants Policy Statement.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

**Treatment of Program Income:**  
**Additional Costs**

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**SECTION IV – TI Special Terms and Conditions – 1H79TI024987-01**

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**REMARKS:**

This award reflects approval of the budget submitted on April 16, 2013 as part of the application.

**SPECIAL TERMS OF AWARD:**

**FCR -** The Office of Financial Advisory Services (OFAS), SAMHSA is currently conducting a review of your organization's financial management system. If the review discloses material weaknesses or other financial management concerns, grant funding may be restricted in accordance with 45 CFR 74.14 or 45 CFR 92.12, as applicable. The restriction will affect the draw-down of funds from your organization's Payment Management Services account; subject to the review of (OFAS) and the approval of the applicable Grants Management Specialist and Government Project Officer.

**SPECIAL CONDITIONS OF AWARD:**

**MARGINAL OR INADEQUATE**

By October 30, 2014 you must submit to your assigned Grants Management Specialist and Government Project Officer, information to respond to the Initial Review Group (IRG) concerns.

The application submitted received a marginal rating for Section A: Population of Focus and Statement of Need. Reviewers noted that the application does not include an adequate identification of sub-population disparities relating to access, use, and outcomes of grantees provided services, citing relevant data. Also, the application does not include documentation regarding the extent of the need (i.e. current prevalence rates or incidence data) for the population(s) of focus based on data. In addition, the application does not include the source of the data.

To ensure the grantee meets acceptable standards for this section, you must submit the following information:

- Describe sub-population disparities relating to access, use, and outcomes related to grantees provision of services, citing relevant data.
- Describe the extent of the need (i.e. current prevalence rates or incidence data) for the population(s) of focus based on data and identify the source of the data provided.

## **DISPARITY IMPACT STATEMENT (DIS):**

By November 30, 2014, you must:

Submit an electronic copy of a disparity impact statement to the Government Project Officer (GPO) and Grants Management Specialist (GMS) as identified under Contacts on this notice of award. The disparity impact statement should be consistent with information in your application regarding access, \*service use and outcomes for the program and include three components as described below. Questions about the disparity impact statement should be directed to your GPO. Examples of disparity impact statements can be found on the SAMHSA website at <http://beta.samhsa.gov/grants/grants-management/disparity-impact-statement>.

\*Service use is inclusive of treatment services, prevention services as well as outreach, engagement, training and/or technical assistance activities.

The disparity impact statement, in response to the Special Condition of Award, consists of three components:

1. Proposed number of individuals to be served by subpopulations in the grant implementation area should be provided in a table that covers the entire grant period. The disparate population(s) should be identified in a narrative that includes a description of the population and rationale for how the determination was made.

2. A quality improvement plan for how you will use your program (GPRA) data on access, use and outcomes to monitor and manage program outcomes by race, ethnicity and LGBT status, when possible. The quality improvement plan should include strategies for how processes and/or programmatic adjustments will support efforts to reduce disparities for the identified sub-populations.

3. The quality improvement plan should include methods for the development and implementation of policies and procedures to ensure adherence to the Enhanced Culturally and Linguistically Appropriate Services (CLAS) Standards and the provision of effective care and services that are responsive to:

- a. Diverse cultural health beliefs and practices;
- b. Preferred languages; and
- c. Health literacy and other communication needs of all sub-populations within the proposed geographic region.

## **REVISED BUDGET:**

By October 31, 2014, in order to determine whether costs are allowable, allocable and reasonable, please explain how funds in the amount of \$10,000 budgeted for DTAP Cost Benefit Study rate was determined/calculated.

## **OTHER:**

By October 31, 2014, you must submit a revised Checklist that responds to Part B - Public Health System Impact Statement (PHSIS).

## **STANDARD TERM OF AWARD:**

Refer to the following SAMHSA website for Standard Terms of Award:  
<http://beta.samhsa.gov/grants/grants-management/notice-award-noa/standard-terms-conditions> (NEW)

Key staff (or key staff positions, if staff has not been selected) are listed below:

Melissa Rueschhoff, Project Director @ 25% level of effort

**REPORTING REQUIREMENTS:**

Submission of a Programmatic Semi-Annual Report is due no later than the dates as follows:

1st Report - April 30, 2015

2nd Report - October 31, 2015

**Failure to comply with the above stated terms and conditions may result in suspension, classification as High Risk status, termination of this award or denial of funding in the future.**

All responses to special terms and conditions of award and post award requests may be electronically mailed to the Grants Management Specialist and to the Government Program Official as identified on your Notice of Award.

**It is essential that the Grant Number be included in the SUBJECT line of the email.**

**CONTACTS:**

Jon Berg, Program Official

Phone: (240) 276-1609 Email: Jon.Berg@samhsa.hhs.gov

Helen Zhou, Grants Specialist

Phone: (240) 276-2482 Email: helen.zhou@samhsa.hhs.gov Fax: (240) 276-2410