



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 10/17/2023

* = Mandatory, information must be provided

or Procurement Director Award: []

*Contractor/Vendor Name/Grantor (DBA):

Helping Ourselves Pursue Enrichment, Inc. (HOPE, Inc.)

*Project Title/Description:

Transitioning Peer Support Services

*Purpose:

Contractor will provide a Peer Support Specialist (PSS) to connect individuals to relevant services at the Transition Center and Jail Population Review (JPR) Committee. County changed project name from "Transitioning HEAT Program to Helping Ourselves Pursue Enrichment, Inc" to "Transitioning Peer Support Services" to more accurately depict the services provided under this amendment.

County requests a time extension and an additional \$33,000 allocated toward this contract via the MacArthur Foundation Safety and Justice Challenge grant.

*Procurement Method:

Direct Select per Board of Supervisors Policy D 29.6, III-C.

*Program Goals/Predicted Outcomes:

In conjunction with Pima County Justice Navigators, the PSS will engage with individuals immediately upon release from custody and connect them to treatment, services, and other resources. This contract amendment will address the key factors of intervention: immediacy, proximity, and real-time referrals. Due to limitations on County staff to transport non-county employees and capacity to engage in long-term follow-up, this staff will be able to provide these services and better position individuals and programs for success.

Linkages to resources and services will result in a reduction in the jail population, recidivism, racial and ethnic disparities and disproportionalities, while improving community connectivity, access to treatment and resources, and individual outcomes.

*Public Benefit:

The Transition Center emerged from a community need for individuals to receive services and not return to locations of original arrest. Participants will have immediate access to shelter, treatment, detox, crisis services, and other resources. By addressing these needs and barriers, individuals will be better equipped to appear for court and comply with release conditions (including area restrictions), have reduced contact with law enforcement, and know where/how to access services in the community.

The contract amendment will continue to meet grantor expectations and County's obligation to build on efforts to reduce the jail population and reduce racial and ethnic disparities in the local justice system.

*Metrics Available to Measure Performance:

The MacArthur Foundation continues to:

- a) Monitor operations under this grant and contracts via submission of financial and programmatic reports.
b) Discuss strategies and progress with Pima County staff.
c) Review financial and other materials and data connected with grant activities.

County staff will monitor all fiscal and programmatic aspects of this contract to ensure activities are being accomplished.

*Retroactive:

Yes, to 9/13/2023 due to budget negotiation with vendor and internal grant procedures. If not approved, all activities on contract will cease and individuals will not receive peer support services as outlined.

Handwritten notes: To: COB 9-27-23(1), Vers: 7, Pgs: 8

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: JS Contract Number (i.e., 15-123): 23*005

Amendment No.: 2 AMS Version No.: 7

Commencement Date: 9/13/2023 New Termination Date: 9/12/2024

Prior Contract No. (Synergen/CMS): 22*078

Expense Revenue Increase Decrease

Amount This Amendment: \$ 33,000.00

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

*Funding Source(s) required: John D. and Catherine T. MacArthur Foundation Safety and Justice Challenge grant

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: McKenzie Derfus

Department: Justice Services

Telephone: 520-724-9933

Department Director Signature: [Signature]

Date: 9/26/2023

Deputy County Administrator Signature: [Signature]

Date: 9-26-2023

County Administrator Signature: [Signature]

Date: 9/26/2023



DATE: September 1, 2021

TO: C. H. Huckelberry
County Administrator

FROM: Kate Vesely
Director, Justice Services 

Cc: Jan Leshner, Chief Deputy County Administrator
Terri Spencer, Procurement Director
Mark Napier, Assistant County Administrator
Monica Perez, Chief Assistant to Pima County Administrator

SUBJECT: Request for Direct Selection of Professional Services from HOPE Inc. For HEAT Program

Pursuant to Board of Supervisors Policy D29.6 III. C., Pima County's Department of Justice Services (DJS) is requesting direct selection of HOPE Inc. as the vendor for the HEAT (Habilitation Empowerment Accountability Therapy) program to support community engagement initiatives focusing on young African American men in our community, provide the Jail Population Review Committee (JPR) program with a Peer Support Specialist (PSS), and fulfill project responsibilities related to the MacArthur Foundation's Safety and Justice Challenge (SJC) grant.

Background:

Department of Justice Services has worked to implement the [HEAT Program](#) since 2019, as one of the strategies in our [SJC project](#), in order to address racial and ethnic disparities and disproportionalities in the criminal justice system. Contracting with [HOPE, Inc.](#) represents the final step needed to implement this critical initiative for our community.

The HEAT Program seeks to reduce justice system contacts, treat substance use dependency, and create community connectivity through culturally competent interventions for young black men with involvement in the justice system. DJS has been actively preparing to implement the HEAT program; first by contracting with Gerald Williams, which allowed us to customize the HEAT program for our community, engage stakeholders, market the program to referral entities, and coordinate with the Pinwheel Group to conduct the "Train the Trainer" certifications. The "Train the Trainer" facilitated by the Pinwheel Group took place in February 2021, and certified Mr. Williams and three other individuals as HEAT facilitators.

This new proposed contract will enable us to work with a licensed community treatment provider with experience in peer-run programming, who can provide both clinical supervision for the HEAT groups, as well as linkage to other treatment services. Furthermore, as the HEAT program was specially designed to be peer-led, it is critical to identify a licensed vendor that has specialized experience in working with individuals with lived experience.



This proposed contract with HOPE, Inc. will also have the result of HOPE, Inc. employing Mr. Williams as both a HEAT group facilitator, as well as the Peer Navigator for DJS's Jail Population Review Committee (JPR). Mr. Williams will assist and enhance our coordinated jail releases by providing peer support to referred individuals, coordination of care with healthcare homes and other service providers, and transportation (as appropriate and available), among other relevant services.

Overview of Proposed Vendor:

Helping Ourselves Pursue Enrichment, Inc. (HOPE) is an Arizona nonprofit corporation created in 1999. It began as a grass-roots movement of community members seeking recovery support from their peers. As they navigated the system together, it became clear that the path to recovery was more easily traveled with help from someone who had navigated the system. Today HOPE Inc. is a Specialty Provider; offering hope to those in need through the provision of professional peer-driven behavioral health services.

Budget:

The sole source of funding for this contract will be from MacArthur Foundation grant funding. The Foundation has approved the HEAT budget line item, and we have allocated **\$90,000** for the first year of this contract, beginning September 13, 2021 to September 12, 2022 (12 months). If this program proves successful, we intend to request contract extensions concurrent to funding availability. DJS has budgeted a total of \$145,000 from MacArthur grant funding to support the first two years of the HEAT program's operation (along with peer support to our JPR program).

Direct Select Support:

While this program does not require a clinician to facilitate these groups, program participants would be best served by an organization with clinical licensure, and for Mr. Williams to receive clinical oversight for his group facilitation. Further, this program is designed to be peer-led by individuals with lived experience. HOPE is the only Peer and Family-Run Specialty Provider in Pima County, which provides a unique specialization that is not available through other vendors in the community.

HOPE, Inc. has outpatient centers throughout Southern and Southeastern Arizona; and as the only Center of Excellence for Peer Services in our state's behavioral health system, HOPE's aim is to narrow the gaps in care, defray health care costs, and reduce recidivism. HOPE accomplishes those goals via "boots on the ground" programming: engaging hard-to-reach populations in recovery care services. HOPE, Inc. has experience with individuals who are involved with the Criminal Justice System; including Specialty Courts, Probation and Parole, and Opioid Outreach – services critical to link with HEAT participants.

The goals of contracting with HOPE for the HEAT program will be:

1. Implementing, then facilitating groups for, the HEAT program (including the provision of a HEAT-certified program facilitator);
2. Providing the JPR program with peer support to referred individuals, coordination of care with healthcare homes and other service providers, and transportation (as appropriate and available).



Requested Action:

The Department of Justice Services requests HOPE Inc. to be selected for the HEAT program with a not to exceed amount of \$90,000 for a contract term of one year with the option for four one year extensions, pursuant to the Direct Select provisions of Board of Supervisors Policy D29.6, III-C. This contract will be strictly funded through Pima County's MacArthur Foundation Safety and Justice Challenge grant.

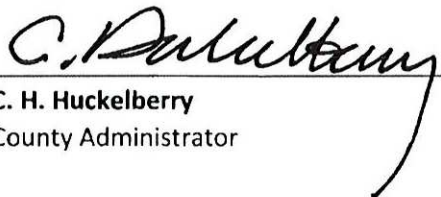
Thank you for your consideration of this request. Please let us know if we may provide any additional information or supporting documentation.

KKV

Approved as to Form:  Date: 9/7/2021
Terri Spencer
Procurement Director

Concur:  Date: 9/7/2021
Mark Napier
Assistant County Administrator

Concur:  Date: 9/8/2021
Jan Lesher
Chief Deputy County Administrator

Direct Select Approved:  Date: 9/9/21
C. H. Huckelberry
County Administrator

Pima County Department of Justice Services

Project: Transitioning Peer Support Services

Contractor: Helping Ourselves Pursue Enrichment, Inc. (HOPE, Inc.)

Contract No.: CT-JS-23*005 (FKA CT-CA-22*078)

Contract Amendment No.: 02

Orig. Contract Term: 09/13/2021-09/12/2022	Orig. Amount:	\$ 90,000.00
Termination Date Prior Amendment: 09/12/2023	Prior Amendments Amount:	\$ 90,000.00
Termination Date This Amendment: 09/12/2024	This Amendment Amount:	\$ 33,000.00
	Revised Total Amount:	\$213,000.00

CONTRACT AMENDMENT

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

1. Background and Purpose.

1.1. Background. On 09/13/2021, County and Contractor entered into the above referenced agreement to provide "Transitioning HEAT Program to Helping Ourselves Pursue Enrichment, Inc." This amendment is necessary to continue to meet grantor expectations and County's obligation to build on efforts to reduce the jail population and reduce racial and ethnic disparities in the local justice system.

1.2. Purpose. County requires additional services – including peer support services located at the Transition Center and the Jail Population Review (JPR) Committee. County changed project name from "Transitioning HEAT Program to Helping Ourselves Pursue Enrichment, Inc." to "Transitioning Peer Support Services" to more accurately depict the services provided.

2. Term. The County is exercising the second extension option to renew the contract for one additional year commencing on September 13, 2023 and terminating on September 12, 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. Scope of Services. The parties have revised the Scope of Services as described in the attached **Exhibit B** (3 pages).

4. Compensation and Payment.

4.1. Rates; Adjustment. County will pay Contractor at the rates set forth in **Exhibit C** (2 pages). Those rates will remain in effect during an Extension Option period unless Contractor, at least 90 days before the end of the then-existing Term, or at the time the County informs

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Contractor that the County intends to extend the Term, if that is earlier, notifies County in writing of any adjustments to those rates, and the reasons for the adjustments.

4.2. Maximum Payment Amount. The maximum amount the County will spend under this Contract, as set forth in Section 5.2, is increased by \$33,000. County's total payments to Contractor under this contract, including any sales taxes, will not exceed \$213,000.

5. **Forced Labor of Ethnic Uyghurs**. Pursuant to A.R.S. § 35-394, if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

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

PIMA COUNTY

Chair, Board of Supervisors

Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM



Deputy County Attorney

Kyle Johnson

Print DCA Name

09/22/2023

Date

CONTRACTOR



Authorized Officer Signature

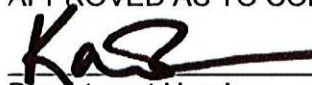
Daniel Lee Haley

Printed Name and Title

9/22/23

Date

APPROVED AS TO CONTENT



Department Head

Kate Vesely

Date

Exhibit B (3 pages)
Scope of Services
Commencement Date: September 13, 2023

RESPONSIBILITIES OF CONTRACTOR. Contractor will:

1. Provide 1.0 full-time equivalent (FTE) staff member(s) to serve the functions Peer Support.
2. Provide 0.05 part-time equivalent (PTE) staff member(s) to serve the function of Staff Supervision.
3. Peer Support(s) and Staff Supervision will be employees of the Contractor; the position(s) cannot be subcontracted without prior written approval by DJS. The contractor will determine the appropriate classification for the position within their organization based on experience and responsibilities and may create a functional job title(s) at their discretion.
4. Responsibilities of each position include:
 - a. Transition Center Peer Support Responsibilities:
 - i. Assist in coordination and referrals for individuals at the Transition Center.
 - ii. Provide transportation.
 - iii. Assist in Peer Support-related services as needed by Transition Center.
 - b. JPR Peer Support Responsibilities:
 - i. Attend weekly the JPR Committee meetings (currently 10:30 am to approximately noon every Wednesday).
 - ii. Initiate peer support services for any individuals referred to as JPR Peer Support.
 - iii. Assist in coordinated reentry planning for individuals released via JPR.
 - iv. Assist Pretrial Services, Probation, and/or other justice system or treatment partners to coordinate services (such as treatment) and resources (such as housing and transportation).
 - v. Provide ongoing peer support to and maintain regular communication with individuals under pretrial supervision, until sentencing or other logical conclusion (such as transition of care to other programs that includes peer support, like Housing First, or participant does not wish to continue participation);
 - vi. JPR Peer Support is encouraged to assist participants by sending reminders of court appearances or treatment appointments, as well as creating a plan with the client on transportation.
 - vii. Assist with **transportation** when approved by DJS and Contractor Supervision.
 - viii. Document referrals made for each participant (for evaluation purposes).
 - c. Staff Supervision:
 - i. Supervise staff, as deemed appropriate by Contractor and licensure.
5. Provide supervision of contracted staff, including clinical supervision as required by Contractor's licensure.
6. Hire qualified individual(s) to fill the position(s) of Peer Support(s) and Staff Supervisor(s).
 - a. JPR Support(s) must be a certified Recovery Support Specialist (RSS);

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Revised 8/19/22

- b. The total staff time of Peer Support Specialist shall not exceed 1.0 FTE;
 - c. The total staff time of Staff Supervision shall not exceed 0.05 PTE.
7. Contractor may hire individuals to complete the duties of Peer Support Services and Supervisor. Ongoing staffing decisions, including hiring and termination, will remain at the discretion of Contractor. Individuals hired by Contractor for the positions listed above will be selected with input from DJS (excluding Staff Supervision).
 - a. Contractor will ensure staff meet appropriate licensure requirements and have adequate training;
 - b. If concerns arise regarding staff, Contractor agrees to take corrective action with the employee and/or remove the employee from the program if appropriate;
 - c. Contractor retains sole discretion on employee termination; Contractor shall notify DJS of any termination within two business days (excluding Staff Supervision);
 - d. At conclusion of this contract, it is at Contractor discretion to retain or release employee(s) who are funded by this agreement.
 8. When possible, incorporate evidence-based best practice standards in therapeutic interventions as it applies to all peer support services.
 9. 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 DJS for the purpose of data collection, and/or participant coordination with other services or resources (example: helping to coordinate housing, if grant resources are available, or linking a JPR participant with other resources connected to the program).
 10. Contractor shall continue coordination with DJS on a mutually agreed upon data collection plan for the purpose of evaluation and reporting to grant funder.
 - a. Contractor shall submit required data no less than once per quarter;
 - b. Coordinate with DJS and/or Outside Evaluator and provide data necessary for grant reporting requirements and program outcome assessment (in accordance with confidentiality requirements).
 11. Notify DJS as soon as reasonably possible of any urgent situations relating to program participants.
 12. If the community need to relaunch HEAT program (or other derivative, such as HER) emerges, as mutually agreed upon by Contractor and County, Contractor will reinstate HEAT program including:
 - a. a certified HEAT facilitator (via Pinwheel Group or other approved agency);
 - b. Maintaining a minimum of 1 cohort at any given time;
 - c. Maintaining proper clinical documentation required by licensure or Contractor policy.
 13. Maintain licensure and accreditation with Arizona Department of Health Services (ADHS); any changes to licensure/accreditation shall be reported to DJS within 2 business days.
 14. Invoice DJS on a monthly basis. Invoices will include and itemization of direct costs, supporting documentation as required, and indirect costs.

RESPONSIBILITIES OF DJS. DJS will:

1. Work with Contractor to maintain mutually agreed upon policies and protocols (within the parameters of Contractor's licensure requirements).
2. Work with Contractor to maintain data metrics and ongoing data collection (in a HIPAA compliant manner) to measure program progress and success.
3. Conduct internal evaluation and/or work with outside evaluators to measure success of peer support services.
4. DJS shall preserve any personally identifiable information provided by Contractor in a HIPAA-compliant manner; any personally identifiable information will be aggregated and/or de-identified prior to any distribution outside DJS.
5. DJS will provide Contractor with all evaluation reports, when available.
6. Coordinate monthly (or less frequently, as mutually agreed upon) coordination meetings to ensure regular communication.
7. Ensure program caseloads remain of manageable size given a number of contracted staff.
8. Reimburse the Contractor for pre-approved training and/or conference travel.
9. Reimburse the Contractor's staff for mileage and other associated travel costs for the purpose of transporting participants.
10. Submit authorization and request for payment to the Pima County Finance Department within 30 days of receiving and approving final invoice from Contractor.
11. Monitor contract compliance of Contractor.

Exhibit C (2 pages)
Budget, Compensation & Payment
Commencement Date: September 13, 2023

Estimated actual costs by Contractor for one-year period of agreement, or until funds are fully expended:

Line Item (for Sept. 13, 2023 to Sept. 12 2024)	Estimated Cost
Employee Rate (1 FTE @ \$18/hr)	\$39,928
Staff Supervision (0.05 PTE @ \$24.03/hr)	\$1,653
Employee Related Expenses (Benefits) @ 27.53%	\$11,447
Materials and Supplies	\$8,597
Technology (Managed Services)	\$15,838
Technology (Laptop allowance: \$800/60 mo * 12 mo.)	\$160
Software Licensing and Subscriptions (\$125/mo. * 12 mo.)	\$1,500
Telephone (Jet pack, phone: \$7 + \$50/mo. * 12/mo.)	\$607
Car Lease Deposits	\$3,000
Car Lease Payments	\$4,092
Fuel	\$3,120
Maintenance	\$967
Direct Costs	\$90,909
Indirect Costs (De Minimum @10%)	\$9,091
Total Year 2 Estimated Project Costs	\$100,000

Line items are estimates only. Contractor may use reasonable discretion to deviate from projected figures as long as the variance is not more than 20% of the total budget value, and the total amount invoiced does not exceed the allocated budget amount above. County will make payments based on Contractor's actual expenditures. Contractor must provide supporting documentation for reimbursement of each cost-type. County may request additional supporting documentation, as needed.

Per grant requirements, County remuneration for employee salaries is for actual Contractor expenditures. Contractor shall include supporting documentation to verify hours worked during the invoiced period and the amount paid to employees based on official accounting records, which Contractor will maintain for purposes of audit. Contractor may not bill for Medicaid-covered services when Contractor pays employees with grant funding under this Contract. Grant-funded staff may only work on programs and activities included in Exhibit B, Scope of Work, and other duties may only be added if mutually agreed to by DJS and Contractor.

County must approve Contractor travel and training opportunities in advance. County will reimburse mileage utilizing the state or federal rate and Contractor must include supporting documentation in invoicing.

County must receive invoices from Contractor no more than 30 days from the date of service delivery. June invoices must be submitted no later than July 8 to comply with County fiscal year

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end. County may withhold payment for late submissions. County may refuse to pay for any service for which Contractor does not timely invoice County, and pursuant to A.R.S. § 11-622, will not pay for any service invoiced more than six months late.

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Revised 8/19/22