

Contract Numper:	CTN. IH- 13 X	317
Effective Date :	4.1.1.	5
Term Date :	8: 31-	75
Cost : Revenue : Total :	<u>2, 000.</u> – – – – – – – – – – – – – – – – – – –	
Renewal By : Term : Reviewed by:	H 8.31.13	

BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: June 4, 2013

ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:

Recognizing the critical need for an integrated, electronic exchange system that includes both the health and criminal justice data in standardized data sets and avoids the existing delays in communication resulting from a largely manual system, Pima County successfully applied for and was awarded a \$75,000 grant from SEARCH, the National Consortium for Justice Information and Statistics. If approved, this contract will initiate the ability to work with critical partners including the Superior Court, Conmed Healthcare Management, Inc., and the Community Partnership of Southern Arizona (CPSA) to develop compatible systems that can facilitate the rapid, confidential sharing of key health and criminal justice information critical to the safety of individuals in custody as well as those the Court permits to transition back into the community.

CONTRACT NUMBER (If applicable): <u>CTN 13*0317</u>

STAFF RECOMMENDATION(S):

We recommend the approval of this contract with SEARCH to allow for the development of an information technology infrastructure to improve efficiencies of information sharing across multiple systems of communication between the health and justice systems, which are currently accomplished using fractured and often manual processes. Approval of this contract will initiate the mechanism through which SEARCH can provide its technical expertise to County partners in this unique collaboration.

CORPORATE HEADQUARTERS: <u>Sacramento, CA</u>

Sacramento, CA Page 1 of 2

To: CHH. CoB- 5.30-13 Agenda- 6-4-13 Addandum (2)

NUX 24*1390036514C 01/(

CLERK OF BOARD USE ONLY: BOS MTG.

ITEM NO.

PIMA COUNTY COST: ____ and/or REVENUE TO PIMA COUNTY:\$_75,000

FUNDING SOURCE(S): <u>SEARCH, The National Consortium for Justice Information and</u> <u>Statistics</u> (ie.. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

Advertised Public Hearing:

	YES	X	NO

Board of Supervisors District:

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1	2	3	4	5	×	All	X
	 	 				7 117	

IMPACT:

IF APPROVED:

The contract will be executed and Pima County will begin work with its partners under the guidance of SEARCH to build an information exchange architecture between the partners, establishing an efficient system for sharing appropriate health and justice information, thereby eliminating the fragmented and often manual processes currently utilized.

IF DENIED:

The obligations associated with accepting the grant will not be completed. Information will continue to be shared through fractured and inefficient manual processes.

DEPARTMENT NAME:	Institutional Health		
CONTACT PERSON:	Honey Pivirotto	TELEPHONE NO.:	<u>243-7853</u>

Page 2 of 2

CONTRACT	
NOCIN. IH- 1300000 00000 0000	317
AMENDMENT NO.	
This number must appear on all involces, correspondence and	
documents pertaining to this contract.	SEAR SEAR

SEARCH Contract Number: 1213-008 SEARCH Internal Tracking Number: 2219

AGREEMENT

EFFECTIVE DATE: April 1, 2013

THIS AGREEMENT is made between SEARCH Group, Incorporated, d/b/a SEARCH, The National Consortium for Justice Information and Statistics (hereinafter referred to as SEARCH), a California corporation, having its principal place of business at 7311 Greenhaven Drive, Suite 270, Sacramento, California, 95831 and Pima County, Arizona, 3950 S Country Club RD, Ste 300, Tucson, AZ 85719 (hereinafter referred to as Subrecipient) and is effective on the 1st day of April, 2013.

SEARCH seeks to employ the services of Subrecipient to participate in the Pima County Justice-Health Collaboration Pilot Project as defined in Attachment A, Statement of Work.

These activities will be funded by SEARCH under the FY 10 Improving Criminal Justice - Health Collaboration with the Bureau of Justice Assistance (BJA), Award Number 2010-DB-BX-K061, (SEARCH Funding code 330011). It is a deliverable within this cooperative agreement between SEARCH and BJA that SEARCH engage Subrecipient to perform the services and produce the deliverables described herein. Therefore, Subrecipient is required to comply with the applicable Federal cost principles and financial guidelines. As a sub-recipient/grantee to SEARCH's Federal funding, Subrecipient has also agreed to comply with these Federal guidelines:

- Circular A-102, Grants and Cooperative Agreement with State and Local Governments
- Circular A-87 (Attachment A, Subsection C.3) Cost Principles for State, Local, and Indian Tribal Governments
- Circular A-133, Audit Guidelines
- Federal civil rights laws all recipients, including subrecipients of Federal financial assistance are also subject to the prohibitions against unlawful discrimination.
- Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEOP), 28 C.F.R. Subsections 42.301-308
- Submitting to OCR Findings of Discrimination (see 28 C.F.R. Subsection 42.205(5) or 31.202(5)
- Providing language services to Limited English Proficiency persons.
- Additional requirements that may be imposed during the Agreement performance period if SEARCH determines that Subrecipient is a high-risk grantee. Cf. 28 C.F.R. parts 66,70.
- 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation")
- Confidentiality requirement of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Subrecipient further agrees, as a condition of approval, to submit a Privacy Ceritificate that is accord with requirement of 28 C.F.R. Part 22 and, in particular section 22.23.
 Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009).
- The Subrecipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

Potential fraud, waste, abuse, or misconduct should be reported to the OIG by:

Mail:

Office of the Inspector General

U.S. Department of Justice Investigations Division 950 Pennsylvania Avenue, N.W. Room 4706 Washington, DC 20530

E-mail: <u>oig.hotline@usdoj.gov</u> Hotline: (contact information in English and Spanish): (800) 869-4499 Or hotline fax: (202) 616-9881 Additional information is available from the DOJ OIG website at www.usdoj.gov/oig

In consideration of mutual terms, conditions, and covenants, the parties agree as follows:

- 1. <u>Term</u>. The work under this Agreement shall commence on April 1, 2013 and shall be completed on or before August 31, 2013 unless the time for completion is extended by mutual agreement in writing by the Subrecipient and SEARCH.
- 2. <u>Services to be Performed by Subrecipient</u>. Subrecipient will produce deliverables listed on Attachment A.
- 3. <u>Entitlement, Billing, and Payment</u>. The services rendered by the Subrecipient under this Agreement will be performed on a cost-reimbursement basis with the total not to exceed \$75,000 including all labor and expenses, and staying within the not to exceed amount of each Project Phase on Attachment A.

Payment to the Subrecipient shall be made upon receipt of invoice to include employees name and hours worked; fringe benefits and Indirect Cost (IDC) statements, copies of receipts for other direct costs, and detailing the work performed and satisfactory completion of work as determined by SEARCH's project director.

Invoices should also have the following information as listed on Sample A:

- Name of Subrecipient
- Date of invoice
- Period of performance covered by invoice
- · Final invoice for the project must be marked "Final"
- Description of services reflected by billing including deliverable(s) and budget category(ies)
- Current and cumulative period costs
- Signature of officer
- · Certification statement as to the truth and accuracy of the data on the invoice
- Contact person for invoice

All invoices, statements for services rendered, and correspondence should be prepared and forwarded to SEARCH as follows:

SEARCH Attn: Mark Perbix 7311 Greenhaven Drive, Suite 270 Sacramento, CA 95831 (916)712-5918

All checks in payment of the Subrecipient's services should be made payable to Pima County Arizona. All payments should be mailed to:

Pima County 3950 S Country Club Rd, Ste 300 Tucson, AZ 85714

4. <u>Invoicing and Documentation</u>. Per Circular A-133, SEARCH as the prime grantee is required to monitor the subgrantee during the project period. As referenced in Section 24, Maintenance, Access, and Examination of Records, The Subrecipient will, as it is related to this Agreement, (a) furnish promptly relevant reports, certificates, financial statements, programmatic records and other information as may be reasonably requested by SEARCH or BJA and (b) give SEARCH or BJA reasonable opportunity to examine and verify the Subrecipient's books, records, and accounts. BJA and or SEARCH may request supporting documentation for invoices that you have submitted for payment, such as a detailed transactions list and payroll data.

5. <u>Personnel Assignments</u>. The Subrecipient will perform the services required by this Agreement. The Subrecipient will select a professionally qualified person to perform the duties required by this Agreement. SEARCH will be notified of any substitution and/or change of personnel five (5) days prior to such substitution and/or change, and SEARCH has the right to reject in writing, within five (5) days of such notification, any person whose work or qualifications are deemed unsatisfactory by SEARCH or BJA. The Subrecipient shall have an opportunity to make other substitutions if any are rejected by SEARCH.

6. <u>Independent Contractor Status</u>. The Subrecipient is an independent agency, not an agent of SEARCH. Any and all employees of the Subrecipient while engaged in the performance of any work or service required by SEARCH under this Agreement will be considered employees of the Subrecipient only and not of SEARCH. Any and all claims that may arise under the Worker's Compensation Act on behalf of the Subrecipient's employees while doing any work under or associated with this Agreement, and any and all claims made by a third party as a consequence of any act or omission on the part of the Subrecipient's employees while doing any work under or associated with this Agreement, shall be the sole obligation and responsibility of the Subrecipient.

7. <u>Expenses</u>. Subrecipient shall be responsible for all costs and expenses not contained in the approved budget in Attachment A and incident to the performance of services for SEARCH, including but not limited to, all costs of travel, lodging, subsistence, incidental costs incurred in traveling, equipment provided by Subrecipient, all fees, fines, licenses, bonds or taxes required of or imposed against Subrecipient, and all other of Subrecipient's costs of doing business. SEARCH shall not be responsible for expenses incurred by Subrecipient in performing this Agreement.

8. <u>Indemnification of Liability</u>. In conjunction with performance of this Agreement, each party shall be responsible for defending any legal claim arising directly or indirectly from any act or failure of the party or its officers, agents or employees, including all claims relating to the injury or death of any person or damage of any property.

9. <u>Workers Compensation</u>. Subrecipient agrees to provide workers' compensation insurance for Subrecipient's employees and agents, if any, and agrees to hold harmless SEARCH for any and all claims arising out of any injury, disability, or death of any of Subrecipient's employees or agents.

10. <u>Acceptance Procedure</u>. SEARCH shall have ten (10) working days from the delivery of any completed product prepared under this Agreement to respond in writing. If SEARCH believes the completed product does not conform to the requirements of the Agreement, it will notify the Subrecipient in writing within the above-mentioned ten (10) days and will indicate with particularity how the product fails to conform. In that event, the Subrecipient shall have reasonable opportunity to bring product into conformity for acceptance by SEARCH. In the absence of such notice of non-conformance, acceptance of the product will be presumed.

11. <u>Nondiscrimination in Employment</u>. The Subrecipient shall not discriminate nor permit discrimination against any employee, applicant for employment, or any other person because of race, color, religious creed, ancestry, national origin, age, sex, or disability in the performance of this Agreement. The Subrecipient shall comply with all applicable federal and state laws prohibiting discrimination.

12. <u>Contingencies</u>. In the event that, due to causes beyond the control and without the fault or negligence of the Subrecipient, the Subrecipient is unable to complete this contract within the allotted time frame, its failure to perform will not constitute a default in performance, and SEARCH (with BJA's approval) will grant the Subrecipient extension of time to facilitate contract completion. SEARCH shall have no cause of action against the Subrecipient, except as noted in paragraph 12, should BJA decide not to grant any request for an extension.

13. <u>Termination on Occurrence of Stated Events</u>. This agreement shall terminate automatically on the occurrence of any of the following events:

- 1. Termination of Cooperative Agreement No. 2010-DB-BX-K061 between SEARCH and BJA.
- 2. Bankruptcy or insolvency of either party.
- 3. Sale of the business of either party.
- 4. Illness, incapacity or death of either party.

14. <u>Termination by SEARCH</u>. If the Subrecipient fails to fulfill its obligations under this Agreement in a timely and proper manner as required by this Agreement, or if the Subrecipient violates any of the covenants, agreements, or stipulations of this Agreement, SEARCH will have the right to terminate this Agreement by giving written notice to:

Honey Pivirotto Assistant County Administrator for Health 3950 S Country Club Rd, Ste 300 Tucson, AZ 85714

The termination will become effective fifteen (15) days following receipt by the Subrecipient during which time the Subrecipient can remedy the claimed deficiencies. The Subrecipient is entitled to receive just and equitable compensation for any satisfactory work completed prior to the effective date of such termination.

15. <u>Termination by Subrecipient</u>. The Subrecipient may terminate this Agreement at any time for failure of SEARCH to comply with any material terms or conditions of this Agreement by giving written notice to SEARCH, Mark Perbix, Director of Systems and Technology, 7311 Greenhaven Drive, Suite 270, Sacramento, CA 95831, (916) 392-2550, effective fifteen (15) days following receipt of notice during which time SEARCH can remedy the claimed deficiencies. SEARCH is entitled to receive just and equitable reimbursement of payments made for any work not completed prior to the effective date of such termination.

16. <u>Subrecipient's Warranties and Representations</u>. Subrecipient represents that:

- The deliverable(s) described in Statement of Work (Attachment A), in whole or in part, shall not infringe any copyrights, trade secrets or other proprietary rights of third parties; and Subrecipient has no reason to believe that the deliverable(s) in whole or in part, may infringe the copyrights, trade secrets or other proprietary rights of third parties;
- 2. Subrecipient has not granted any rights and licenses to third parties in the deliverable(s), in whole or in part; and
- 3. The obligations of Subrecipient set forth in this Agreement are legal, valid and binding obligations of Subrecipient, and Subrecipient has the authority to enter into this Agreement and to perform all obligations set forth, including but not limited to, the grant of rights and licenses to the deliverable(s) and all proprietary rights relating to the deliverable(s).

- 17. Warranties and representations of SEARCH. SEARCH warrants and represents that:
 - 1. SEARCH has the authority to enter into this Agreement and to perform all obligations of the Agreement;
 - The deliverable(s), in whole or in part, does not infringe any copyrights, trade secrets or other proprietary rights of third parties; and SEARCH has no reason to believe that the deliverable(s), in whole or in part, may infringe the copyrights, trade secrets or other proprietary rights of third parties; and
 - 3. The signatory of this Agreement is an officer of SEARCH with authority to legally bind SEARCH.

18. <u>Ownership of Materials</u>. The Subrecipient shall hold rights, title, and interest in and to data, report material, reports, copyrights, artwork, illustrations, and other original material produced in connection with the aforementioned project subject to the following: Ownership interest and the right to use such products are governed by the terms of the grant award and cooperative agreement between BJA and SEARCH. The Subrecipient acknowledges that the Office of Justice Programs (OJP) reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support. The Subrecipient acknowledges that the Office of Justice Programs has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subawards; and (2) authorize others to receive, reproduce, publish, or otherwise use the data first produced under an award or subawards; and (2) authorize others to receive, reproduce, publish, or otherwise use the data first produced under an award or subawards; and (2) authorize others to receive, reproduce, publish, or otherwise use the data first produced under an award or subawards; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

19. <u>Governing Law</u>. This Agreement and the Services provided hereunder will be governed by and interpreted in accordance with the laws of the State of Arizona, without reference to its conflict of laws provisions.

20. Time of the Essence. Time is of the essence in performing the obligations of this Agreement.

21. <u>Severability</u>. If any term or provision of the Agreement is found to be illegal or unenforceable, this Agreement shall remain in full force and effect and that term or provision shall be deemed stricken.

22. <u>Modification</u>. This Agreement constitutes the final, integrated expression of the agreement of the Subrecipient and SEARCH. No amendments or changes may be made to the terms and conditions of this Agreement (including, but not limited to scope of work, deliverables, timetable or terms of agreement, price, cost or budgetary adjustments or other information including names, addresses and telephone numbers of persons to contact for submission and approval of proposed changes), without the mutual, written consent of the parties.

23. <u>Waivers</u>. The failure of the parties to enforce, at any time, the provisions of this Agreement or to exercise any option that may be provided will not be construed as a waiver of such provisions or to affect the validity of this Agreement or any part thereof or the right of the parties to enforce thereafter each and every provision and to exercise any such option. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies available under this Agreement shall be taken and construed as cumulative, that is, as being in addition to every other remedy provided by operation of law.

24. <u>Representatives of Contracting Parties</u>. The following persons shall represent the parties to this Agreement for notification and communications as may be required:

(a) Representing the Subrecipient:Pima CountyHoney PivirottoAssistant County Administrator for Health

3950 S Country Club Rd, Ste 300 Tucson, AZ 85714 (520)243-7853 Honey.pivirotto@pima.gov

(b) Representing the SEARCH:

SEARCH, The National Consortium for Justice Information and Statistics Mark Perbix Director, Information Sharing Programs 7311 Greenhaven Drive, Suite 270 Sacramento, California 95831 (916) 392-2550 x307 Mark.perbix@search.org

25. <u>Data Universal Numbering System (DUNS)</u> Subrecipient DUNS number is 16-601-7884

26. Subaward

Subrecipient must obtain prior written approval from SEARCH for any subawards Subrecipient proposes to enter into as part of the project funded through this Agreement. Any subawards issued under this Agreement will contain the same clauses and requirements as outlined in this Agreement, including the requirement for expense reimbursement. Subawards must invoice Subrecipient for actual expenses and provide appropriate supporting documentation. Invoices from subawarded entities with supporting documentation must be provided to SEARCH with the related invoice from Subrecipient.

27. <u>Maintenance, Access, and Examination of Records</u>. The Subrecipient will, as it is related to this Agreement, (a) furnish promptly relevant reports, certificates, financial statements, and other information as may be reasonably requested by SEARCH or BJA and (b) give SEARCH or BJA; reasonable opportunity to examine and verify the Subrecipient's books, records, and accounts. The Subrecipient agrees to maintain records with respect to this Agreement until the expiration of three (3) years after final payment under this contract or five (5) years in the event of unresolved audit questions, and SEARCH or BJA shall have access to and the right to examine any directly pertinent books, documents, papers, and records involving transactions related to this contract. The Subrecipient agrees to maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.

28. <u>Confidentiality of Data</u>. The Subrecipient agrees that its personnel will preserve the confidentiality of the data collected in conjunction with this project and will not release data to any individual or organization other than SEARCH or BJA without prior written approval of SEARCH or BJA.

29. <u>Insurance</u>. The Subrecipient represents and warrants that it is now maintaining with responsible insurance carriers, (a) insurance upon its own facilities and equipment against fire and other hazards to the extent that like properties are usually insured by other operating facilities and properties of similar character in the same general locality; (b) adequate insurance against liability on account of damage to persons or property; and (c) adequate insurance under all applicable worker's compensation laws for the State of Arizona. The Subrecipient will furnish certificates with respect to its insurance as SEARCH may occasionally require.

30. <u>Prohibition Against Assignment</u>. Notwithstanding any other provision of this Agreement, the Subrecipient shall not transfer, pledge, or otherwise assign this Agreement, or any interest in it, or any claim arising under it, to any party or parties, bank, trust, company, or other financing institution.

31. <u>Federal, State and Local Taxes</u>. Except as may be otherwise provided in this Agreement, the contract price includes all applicable federal, state and local taxes and duties.

32. <u>Notification of Debarment/Suspension Status</u>. The Subrecipient will notify SEARCH in the event of being suspended, debarred, or declared ineligible by any Federal Department or other Federal Agency, during the performance of this agreement.

33. <u>Federal Civil Rights Compliance</u>. The Subrecipient will comply with all applicable Federal civil rights laws.

34. <u>Progress Reports</u>. The Subrecipient shall submit progress reports in the manner and form prescribed by SEARCH detailing the work performed including the status, progress, difficulties encountered and remedial actions taken for each activity or task.

35. <u>Compliance with Applicable Cost Principles</u>. The provisions of this Agreement are subject to the applicable cost principles of OMB (Office of Management and Budget) Circular A-122 dated May 10, 2004 (located in the Code of Federal Regulations, Title 2, Part 230), incorporated by reference. Appendix A is incorporated as a part of this Agreement, which provides clauses required for any subcontracts that are issued.

36. <u>Subrecipient Monitoring Letter</u>. On an annual basis, SEARCH is required to contact our Federal subrecipients to confirm their compliance with Circular A-133. You will receive a letter and or questionnaire from us on an annual basis. Subrecipient shall submit one (1) copy of the audit package to SEARCH no later than thirty (30) days after receipt from the audit firm.

37. <u>Entire Agreement</u>. This Agreement, consisting of all documents as defined herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties. No waiver, alteration, modification of, or addition to the terms and conditions contained herein shall be binding unless expressly agreed in writing by a duly authorized representative of SEARCH.

38. <u>Survival</u>. The provision of Sections 8, Indemnification of Liability, and 18, Ownership of Materials, shall survive the expiration or earlier termination of the Agreement.

39. *Force majeure*. Neither party will be liable to the other party for delays in performance caused by strikes, war, riots, acts of governmental authority, extraordinary weather conditions or any cause beyond the reasonable control or contemplation by the parties or the direct or indirect consequences arising from such delay.

40. <u>Reasonable judgment</u>. Unless expressly stated to the contrary, in all instances in which the judgment, consent, or approval is exercised by a party, such judgment, consent, or approval shall be in the party's reasonable judgment.

41. <u>Political Activities Prohibited.</u> Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.

42. <u>ACORN.</u> Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subawards to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

43. Subrecipient understands and agrees that it cannot use any federal funds to pay cash compensation (salary plus bonuses) to any of its employees at a rate that exceeds 110% of the maximum annual salary

payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (Subrecipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitations is paid with non-federal funds.) The limitation on compensation that is allowable under this Agreement may be waived on an individual basis at the discretion of the OJP officials.

44. Subrecipient understands and agrees that it cannot use these funds, for any of the following purposes: 1. Land acquisition; 2. Construction project; or 3. Security enhancements or security equipment to non-governmental entities that do not engage in law enforcement, law enforcement support, criminal or juvenile justice, or delinquency prevention.

45. Patent and Inventions. "The award recipient will include this Patent Rights Clause, suitably modified to identify the parties, in all subawards and subcontracts, regardless of tier, for experimental, developmental, or research work. The subaward recipient or subcontractor will retain all rights provided for the award recipient in this clause, and the award recipient will not, as a part of the consideration for awarding the subaward or subcontract, obtain rights in the subaward recipient's or subcontractor's subject inventions"

46. 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.

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SEARCH Group, Incorporated

ΒY

4/25/2013 Date

Scott Came, Executive Director SEARCH Group, Incorporated

Pima County, Arizona

ΒY

ΒY

Pima County Representative Pima County, Arizona

Approved as to form

Ø.

Deputy Pima Oounty Attorney Pima County, Arizona Date ____

SAMPLE A

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Bill To: SEARCH Group, Incorporated ATTN: Program Director 7311 Greenhaven Drive, Suite 270 Sacramento, CA 95831 Date: Invoice #: Contract Agreement #: Projected Budget:

Final (Yes or NO): _____

For the invoice period MM/DD/YYYY to MM/DD/YYYY

Description of services referencing specific deliverables:

Major Cost Categories		Current Period Expenses		Cumulative <u>Expense</u>	
DIRECT Personnel Salaries Employees Name	Hours Worked	\$	-	\$	-
Fringe Benefits	Personnel Subtotal	\$	-	\$	
Other Operating Expenses Travel Supplies Consultant Professional Services Travel Other Expenses	Other Operating Europee	\$		\$	- - - -
	Other Operating Expenses Subtotal	\$	-	\$	
	Direct Expenses	\$	-	\$	-
Indirect/Overhead Expenses	Indirect Cost Rate[xx.x%]	\$	<u> </u>	<u>\$</u>	
	Total Expenses/Amount Due	\$	_	\$	

Subrecipient Tax ID# []

I hereby certify the following:

All expenditures reported (or payment requested) are for appropriate purposes and in accordance with the contract between SEARCH Group, Incorporated and [subrecipient name]

[Official's name] [Subrecipient's Name] For inquiries, please call [Name and phone number] Email: [email address]

To ensure proper credit for this invoice, please include a copy of our invoice along with your final payment or reference Invoice # on your remittance.

Please make your payment payable to [Subrecipient's Name] and remit to:

[Subrecipient's Name] [Attn:] [Street address] [City, State, Zip code]

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Original Invoice

Attachment A

Statement of Work Justice-Health Collaboration - Service Implementation Pilot Project Pima, County Arizona

Project Description and Goal

The purpose of this project is to automate the process to share justice and health information between the Pima County Sheriff's Department (PCSD); the Pima County Adult Detention Complex (PCADC) Health Care Provider, Conmed Healthcare Management, Inc. (Conmed); the Community Partnership of Southern Arizona (CPSA); and Arizona Superior Court Pima County (ASCPC). The goal of this project is to provide the information sharing partners with Global Reference Architecture (GRA)¹ compliant services to implement the sharing of justice and health information.

Information exchanges to be implemented as services, with information including but not limited to:

1. From CPSA to Conmed and ASCPC

- Enrollment status in the CPSA
- Behavioral health designation (such as seriously mentally ill)
- If the person is currently on court ordered treatment
- Current diagnosis
- Medications- specific medications, e.g., injectables
- Provider of service.

2. From ASCPC to CPSA

- Case manager/probation assignment
- Notification of failure to appear for hearings
- Warrants issued
- Date of arrest/booking
- Conditions of Release
- Date of next hearing
- Minute entries, if possible

3. From PCSD/Conmed to CPSA and ASCPC

- Date of booking
- Date of release
- Basic information on the health services provided during the member's detention, including any diagnosis or medication information, including any medications provided to detainee upon release

Upon successful completion of this project, the PCADC will have the ability to share justice and health data between the agencies described in this statement of work.

¹ <u>http://www.it.ojp.gov/GRA</u>

All project deliverables will be defined and developed in consultation with and with the assistance and approval of SEARCH. In support of the project goal Pima County will perform the following:

Project Deliverables

1. Design

Pima County will be required to make sure their implementations are aligned with GRA guidance and specific project requirements. Pima County will attend a Service Specification Package (SSP) development workshop facilitated by SEARCH. The purpose of this workshop will be to establish baseline knowledge of the GRA, if necessary, and begin developing GRA SSPs. SEARCH will work with Pima County to design and develop GRA-conformant services based on Pima County information exchange requirements to be developed during this grant.

Each service specification package will contain logical models of the service and each message, as well as physical models in the form of Web Services Description Language (WSDL) documents and NIEM-conformant information models. The physical models will also include WS-Policy assertions where appropriate (security, reliability, addressing, etc.). The deliverables include:

- Project Plan/Timeline
- GRA Service Specification Packages (SSPs)²
- GRA Architecture The overarching governance document that defines the agreements and standards used in this project. The architecture describes the technologies that will be used in the project including a document illustrating where adapters, connectors, and intermediaries reside and how they interact.

2. Implementation

Services will be implemented in Pima County based on the service specifications developed. Pima County will ensure that any models, technology components, lessons learned, agreements, and policies are available for reuse by other jurisdictions nationwide, whenever possible. Implementations will use open standards-based technologies that encourage interoperability and reuse.

Pima County will acquire, develop and implement all required components including the ability to retrieve extracted data from the source systems and transform the data into a GRA conformant format (connectors), transport and transform the data as needed to each destination (shared execution context/broker), and deliver the data for use/consumption by the receiving agency (adapters). The deliverables include:

² SEARCH will develop the SSPs with information exchange requirements (e.g., security) and policy requirements (e.g., privacy) provided by Pima County.

- Agreements (Memoranda of Understanding or similar agreement) Between Information Exchange Partners
- Supplies and Software
- Service Implementation
- 3. Project Evaluation

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For evaluation purposes, Pima County will submit a final project report to SEARCH addressing project accomplishments, business outcomes achieved, and lessons learned based on original goals and objectives. The project evaluation will provide copies of all GRA design and implementation artifacts.

The successes or challenges resulting from these projects will be documented and shared with Global and others as needed to improve and refine the GRA and other Globalendorsed products, as well as to support replicability of the justice-health information sharing solutions at other locations.

Deliverables: Final Project Report

Project Budget

	BUDGET					
Project Phase	Personnel	Supplies	Hardware	Software	Indirect Costs	Total Cost
Design	7500					\$7,500
Implementation	62000	500	4,000			\$66,500
Evaluation	1,000					\$1,000