



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

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 5/18/2021

\* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Community Bridges, INC.

**\*Project Title/Description:**

Inmate Navigation Enrollment Support and Treatment (INVEST)

**\*Purpose:**

To carry-out subrecipient duties in support of Pima County Behavioral Health Inmate Navigation Enrollment Support and Treatment (INVEST) grant, awarded by the US Department of Justice in October 2019. Community Bridges, INC (CBI) will provide direct services designed to reduce recidivism and stabilize INVEST program participants diagnosed with co-occurring mental illness and substance abuse disorders. The Department of Justice approved Pima County's request to work with CBI as a subrecipient on March 4, 2021.

**\*Procurement Method:**

This is a non-procurement contract and not subject to procurement rules.

**\*Program Goals/Predicted Outcomes:**

At least 150 individuals will benefit from direct services incorporating critical time interventions and collaborative comprehensive case management to reduce recidivism rates, decrease crisis-related costs, and enhance community safety. The goal of the INVEST program is to identify and address system gaps, and develop test protocols to construct a continuous pipeline from jail to post-release community service providers, and create a program scalable to jurisdictions dealing with similar issues.

**\*Public Benefit:**

Policies designed to reduce recidivism align with Pima County initiatives to increase public safety and allow law enforcement to focus crime-solving resources, while reducing tax-payer burdens related to housing detainees who would be better served if they received behavioral and medical healthcare in appropriate settings.

**\*Metrics Available to Measure Performance:**

Program performance under this award is measured through data collection in collaboration with a third-party evaluation team, which will analyze programming for process improvement opportunities, data validity, and outcomes measuring recidivism and quality of life for program participants.

**\*Retroactive:**

No.

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TO: COB 5-6-21 (3)  
Vers: 1  
pgs: 50

Procure Dept 05-05-21 PM0453

**Contract / Award Information**

Document Type: CT Department Code: BH Contract Number (i.e., 15-123): 21\*378  
Commencement Date: 5/18/2021 Termination Date: 9/30/2023 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☒ **Expense Amount: \$** 1,775,318.88 ☐ **Revenue Amount: \$** \_\_\_\_\_

**\*Funding Source(s) required:** DOJ 2019 Grant Award 2019-RW-BX-0007 (\$615,130.00)  
Behavioral Health Unit 3048 (\$1,160,188.88)

Funding from General Fund? ☒ Yes ☐ No If Yes \$ 1,160,188.88 % \_\_\_\_\_

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

**If Yes, is the Contract to a vendor or subrecipient?** 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: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_

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

Commencement Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_

Prior Contract No. (Synergen/CMS): \_\_\_\_\_

☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ \_\_\_\_\_

Is there revenue included? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_

**\*Funding Source(s) required:**

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: Molly Hilber, Grants and Contracts Compliance Manager

Department: Behavioral Health Telephone: x47515

Department Director Signature/Date: [Signature] 5-3-2021

Deputy County Administrator Signature/Date: [Signature] 3 May 2021

County Administrator Signature/Date: C. [Signature] 5/4/21  
(Required for Board Agenda/Addendum Items)

**Pima County Behavioral Health Department****Project:** Inmate Navigation Enrollment Support & Training (INVEST)**Subrecipient:** Community Bridges, Inc.  
250 S Toole Avenue  
Tucson, AZ 85701**Amount:** \$1,775,318.88**Contract No.:** CT-BH-21-378**Funding:** United States Department of Justice Second Chance Act

<b>DUNS No.:</b> 143328099		<b>SAM Registration Date:</b> 01/4/21	
<b>Research or Development:</b>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>Federal Grant ID:</b>		2019-RW-BX-0007	<b>Award Date:</b> 9/22/2019
<b>Indirect Cost Rate:</b>	<input checked="" type="checkbox"/> 14.89%	<input checked="" type="checkbox"/> NICR	<input type="checkbox"/> de minimis <input type="checkbox"/> None
<b>Status of Awardee:</b>		<input checked="" type="checkbox"/> Subrecipient	<input type="checkbox"/> Contractor

CFDA	Grant Program	National Funding	Pima County Award
16.812	Improving Reentry for Adults with Co-occurring Substance Abuse and Mental Illness Program	\$10,000,000.00	\$1,000,000.00

**1. PARTIES, BACKGROUND, PURPOSE AND AUTHORITY.**

- 1.1. Parties. This Agreement is entered into by and between Pima County ("County"), a body politic and corporate of the State of Arizona, and Community Bridges, Inc. ("Subrecipient" or "CBI"), a non-profit corporation doing business in the State of Arizona.
- 1.2. Background.
  - 1.2.1. United States Department of Justice awarded funds to Pima County Behavioral Health under the Second Chance Act grant program to provide reentry services and programs for offenders with co-occurring substance abuse and mental illness returning from incarceration.
  - 1.2.2. Pursuant to DOJ guidelines, Community Bridges, Inc., is a "Subrecipient" of these grant program funds and will conduct all activities under this Agreement accordingly.
- 1.3. Purpose. Provide Critical Time Intervention services for participants in the INVEST program.
- 1.4. Authority.
  - 1.4.1. County is authorized by A.R.S. §§ 11-254.04, 11-251 (5) and 11-251 (17), to spend public monies to improve and enhance the economic welfare and health of the inhabitants of the County.
  - 1.4.2. County is entering into this Agreement with Community Bridges, Inc. based on prior approval granted by the Department of Justice March 4, 2021.

**2. TERM AND EXTENSIONS.**

- 2.1. Original Term. This Agreement will commence on May 18, 2021 and will terminate on September 30, 2023 (the "Initial Term"). "Term," when used in this Agreement, means the Initial Term plus any exercised Extension Options.
- 2.2. Extension Options. County may renew this Agreement for one (1) additional period of up to one (1) year (the "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.
- 2.3. The terms of this Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties. Any amendments to the Agreement must be approved by the County and, where applicable, by the Federal sponsoring agency, before any services under the amendment commences.
- 2.4. Minor modifications may be made by written memorandum approved and signed by the Director of the Pima County Behavioral Health Department or designee. Minor modifications are changes in the scope, which do not change the specified purpose, outcomes or the total compensation provided through this Agreement and do not in any way increase the direct or indirect liability of the County under this Agreement.
- 2.5. Notwithstanding paragraphs 2.1 and 2.2 above, the term of this Agreement will survive and remain in effect during any period that Subrecipient has control over grant funds, including program income.

### **3. SCOPE OF SERVICES.**

- 3.1. Subrecipient will:
  - 3.1.1. Provide the County with the services described in the attached **Exhibit A**.
  - 3.1.2. Employ suitably trained and skilled personnel to perform all services under this Agreement.
  - 3.1.3. Perform its duties in a humane and respectful manner and in accordance with any applicable professional standards.
  - 3.1.4. Obtain and maintain all licenses, permits and authority required for performance under this Agreement.
- 3.2. Unless otherwise provided for herein, the personnel delivering services under this Agreement will:
  - 3.2.1. Be employees or volunteers of Subrecipient;
  - 3.2.2. Satisfy any qualifications set forth herein; and
  - 3.2.3. Be covered by personnel policies and practices of Subrecipient.
- 3.3. Confidentiality. Subrecipient:
  - 3.3.1. Understands and acknowledges that client and applicant files and information collected pursuant to the terms of this Agreement are private and the use or disclosure of such information is prohibited, when not directly connected with the administration of County's or Subrecipient's responsibilities set forth in this Agreement, unless written consent is obtained from the individual or, in the case of a minor, from the responsible parent or guardian, or as otherwise permitted by state and federal laws.
  - 3.3.2. Will provide access to client and applicant files only to persons properly authorized to view and utilize the information to perform the contracted services set forth in this Agreement.
  - 3.3.3. Will observe and abide by the Business Associate Agreement attached as **Exhibit D** and all applicable State and Federal statutes and regulations regarding use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contracted services.

- 3.4. Subrecipient certifies that no individual or agent has been employed or retained to solicit or secure this Agreement for commission, percentage, brokerage or contingent fee except a bona fide employee whose job duties include securing business.
- 3.5. No program funded under this Agreement may impair existing agreements for services or collective bargaining agreements or be inconsistent with the terms of a collective bargaining agreement without the written concurrence of the labor organization and employer concerned.

#### 4. COMPENSATION AND PAYMENT.

- 4.1. In consideration for services specified in **Exhibit A** of this Agreement, County agrees to pay Subrecipient **up to \$1,775,318.88** (the Not to Exceed Amount”).
- 4.2. Subrecipient must submit a request for reimbursement every month, even if no funds are being requested for the prior month. Requests for reimbursement are due as follows:

<b>Contract Month</b>	<b>Due date for Request for Reimbursement</b>
January through May and July through December	15 calendar days from end of month
June	July 7

- 4.3. Each monthly Request for Reimbursement must be submitted to County by the 15<sup>th</sup> working day of each month for the previous month of services and must:
  - 4.3.1. Reference this contract number.
  - 4.3.2. Be approved and signed by both the person(s) that prepared the request and an authorized manager, supervisor or executive of the Subrecipient to insure proper internal financial controls.
  - 4.3.3. Be for services and costs as identified in **Exhibit B**.
  - 4.3.4. Be accompanied by documentation which must include, but is not limited to:
    - 4.3.4.1. A summary report of monthly expenditure by expense categories as shown in approved budget in **Exhibit B** of the Agreement.
    - 4.3.4.2. Copies of invoices and/or checks (front and back) to support all purchases of goods or services.
    - 4.3.4.3. Travel and Incidental Expenses (IE): If reimbursement is authorized, detailed travel reports to support all travel expenses.
    - 4.3.4.4. A summary report including data elements as outlined in **Exhibit E** of the Agreement.
    - 4.3.4.5. Any other reasonable documentation requested by County in support of the Request for Reimbursement.
  - 4.3.5. If reimbursement is authorized for personnel costs, be accompanied, at a minimum by the following documentation for each pay period:
    - 4.3.5.1. Time sheets or other records, signed by the employee and the employee’s immediate supervisor with direct knowledge of employee’s efforts for this Agreement, that specify the days, hours per day and total hours worked on the grant(s); and
    - 4.3.5.2. Accounting system report(s) specifying rate of pay and costs of employer-paid benefits.
  - 4.3.6. Be only for participants determined eligible by County and properly enrolled in the program

or for other authorized expenses that are not paid or reimbursed by another Federal, State or Local grant revenue source.

- 4.4. If Subrecipient is required to provide matching funds under the terms of the Awarding Agency, Subrecipient must also provide the documentation described in Paragraph 4.5 for the matching funds.
- 4.5. Subrecipient must utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. Subrecipient may not bill the County for costs which are paid by another source. Subrecipient must notify County within ten (10) days of receipt of alternative funding for costs which would otherwise be subject to payment pursuant to this Agreement.
- 4.6. If each request for payment includes adequate and accurate documentation, County will generally pay Subrecipient within thirty (30) days from the date invoice is received. County will pay Subrecipient within sixty (60) days of receiving a request for payment supported by adequate and accurate documentation. County will notify Subrecipient within thirty (30) days of receiving a request for payment if such request and supporting documentation are inadequate or inaccurate. Subrecipient should budget cash needs accordingly.
- 4.7. County may, at its sole discretion:
  - 4.7.1. Determine the acceptability and progress of work performed and determine the resulting entitlement to payment of each request for reimbursement.
  - 4.7.2. Liquidate funds available under this Agreement for costs incurred by County on behalf of Subrecipient.
  - 4.7.3. Deny full payment for requests for reimbursement that are submitted to County after the date set forth in Paragraph 4.4. County may deduct its processing costs or delay-related damages in connection with a request for payment submitted after that date.
- 4.8. Pursuant to A.R.S. § 11-622, County will deny reimbursement completely for requests for payment made later than six (6) months after the last item of the account accrues.
- 4.9. Request for final payment for compensation earned and/or eligible costs incurred must be submitted to the County within fifteen (15) working days after the end of the contract term on invoices that meet the requirements set forth in Paragraph 4.5 above.
- 4.10. No payments will be made to Subrecipient, until all of the following conditions are met:
  - 4.10.1. Subrecipient has completed and submitted a W-9 Taxpayer Identification Number form;
  - 4.10.2. Subrecipient has registered as a Pima County Vendor through the Pima County Procurement website;
  - 4.10.3. This Agreement is fully executed; and
  - 4.10.4. Adequate and accurate documentation is provided with each request for payment or invoice.
- 4.11. Changes between budget line items. Changes between budget line items of no more than 10% may be granted by and at the sole discretion of the Behavioral Health Department Director or designee. The following provisions apply:
  - 4.11.1. The change may not increase or decrease the maximum allocated amount.
  - 4.11.2. Agency must submit a written request for the line item change. The written request must contain a detailed explanation of:
    - 4.11.2.1. The reason the change is necessary; and
    - 4.11.2.2. How the specified purpose, program(s), metrics, or outcomes set forth in this Agreement will continue to be met, despite the requested change.

- 4.11.3. The change must be for future expenditures that are not part of the current existing and approved budget(s). The change may not be to cover unbudgeted expenditures incurred by Agency prior to receiving the written approval for a budget line item change.
- 4.11.4. If the Director of Behavioral Health or designee approves the request for the budget line item change, the change will not be effective, nor will compensation under the change be provided, until the date set forth in the written approval.
- 4.12. Any change that increases or decreases the maximum allocated amount or that changes the Scope of Work in any way will require an amendment to this Agreement. Such change will not be effective, nor will compensation under the change be provided, until the contract amendment is fully executed by both parties.
- 4.13. Goods and services provided in excess of the budgeted line item or the maximum allocated amount without prior authorization as set forth in paragraphs 4.13 and 4.14 above will be at Subrecipient's own risk.
- 4.14. Disallowed Charges or Cost principles.
  - 4.14.1. Pursuant to 2 CFR §2400.101, unless excepted under 24 CFR chapters I through IX, the cost principles set forth in 2 CFR part 200, Subpart E, as may be modified by amendments and additions, will be used to determine whether an incurred cost will be reimbursed under this Agreement.
  - 4.14.2. Subrecipient must reimburse County for improper, unallowable or unsubstantiated costs discovered as a result of audit or otherwise within thirty (30) days following demand for reimbursement by County.
- 4.15. For the period of record retention required under SECTION 23 - BOOKS AND RECORDS County reserves the right to question any payment made under this Section 4 and to require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the Agreement or law.

## **5. PROGRAM INCOME**

- 5.1. County does not anticipate that program income, as defined by the Awarding Agency, will be generated under the activities of this Agreement.
- 5.2. In the event that activities under this Agreement do generate program income or program income is authorized, Subrecipient must:
  - 5.2.1. Report to County all program income generated and received as a result of activities carried out with the grant-funds provided pursuant to this Agreement. These reports are due quarterly.
  - 5.2.2. Return program income to County within fifteen (15) days of the end of each month, unless otherwise specified in **Exhibit B**.

- 6. **INSURANCE.** Subrecipient will procure and maintain at its own expense insurance policies (the "Required Insurance") satisfying the below requirements (the "Insurance Requirements") until all of its obligations under this Agreement have been met. The below Insurance Requirements are minimum requirements for this Agreement and in no way limit Subrecipient's indemnity obligations under this Agreement. The County in no way warrants that the required insurance is sufficient to protect the Subrecipient for liabilities that may arise from or relate to this Agreement. If necessary, Subrecipient may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

### **6.1. Insurance Coverages and Limits:**

- 6.1.1. Commercial General Liability (CGL): Occurrence Form covering liability arising from premises, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations with minimum limits not less than \$2,000,000

Each Occurrence and \$2,000,000 General Aggregate.

6.1.2. Business Automobile Liability: Coverage for any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Agreement with minimum limits not less than \$1,000,000 Each Accident.

6.1.3. Workers' Compensation (WC) and Employers' Liability:

6.1.3.1. Workers' Compensation with Employers Liability limits of \$1,000,000 each accident and \$1,000,000 each employee – disease. Workers' Compensation statutory coverage is compulsory for employers of one or more employees.

6.2. **Additional Insurance Requirements**: The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

6.2.1. Claims Made Coverage: If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Agreement, and Subrecipient must maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

6.2.2. Insurer Financial Ratings: Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A- VII, unless otherwise approved by the County.

6.2.3. Additional Insured: The General Liability policy must be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively "County and its Agents") as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Subrecipient. The full policy limits and scope of protection must apply to the County and its Agents as an additional insured, even if they exceed the Insurance Requirements.

6.2.4. Wavier of Subrogation: Commercial General Liability and Workers' Compensation coverages must each contain a waiver of subrogation in favor of County and its Agents for losses arising from work performed by or on behalf of the Subrecipient.

6.2.5. Primary Insurance: The Required Insurance policies, with respect to any claims related to this Agreement, must be primary and must treat any insurance carried by County as excess and not contributory insurance. The Required Insurance policies may not obligate the County to pay any portion of a Subrecipient's deductible or Self Insurance Retention (SIR).

6.2.6. Subcontractors: Subrecipient must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Subrecipient must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Subrecipient must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

6.3. **Verification of Coverage**:

6.3.1. Insurer or Broker of Subrecipient must evidence compliance with the Insurance Requirements by furnishing certificates of insurance executed by a duly authorized representative of each insurer. Each certificate must include:

6.3.1.1. The Pima County tracking number for this Agreement, which is shown on the first page of the Agreement, and a project description, in the body of the Certificate,

6.3.1.2. A notation of policy deductibles or SIRs relating to the specific policy, and

6.3.1.3. Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation wavier endorsements for the County and its Agents.



- 6.3.2. Each Required Insurance policy and appropriate endorsements must be in effect not less than fifteen (15) days prior to commencement of work under this Agreement. A renewal certificate must be provided to County not less than fifteen (15) days prior to the policy's expiration date to include actual copies of the additional insured and waiver of subrogation endorsements. Failure to maintain the Required Insurance, or to provide evidence of renewal, is a material breach of this Agreement.
- 6.3.3. County reserves the right to, at any time, require complete copies of any or all Required Insurance policies.
- 6.3.4. Cancellation Notice: Subrecipient's insurance policies and endorsements shall not be permitted to expire, be cancelled, suspended or materially changed from the agreed upon Insurance Requirements for any reason without thirty (30) days advance written notice to the County of the policy cancellation, suspension or material change. Subrecipient must provide written notice to County within two (2) business days of receipt of notice. For cancellation of non-payment, Insurer is to provide County with written notice ten (10) days prior to cancellation of policy.
- 6.4. **Approval and Modifications:** The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Agreement amendment, but the approval must be in writing. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Subrecipient, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

## **7. INDEMNIFICATION.**

- 7.1. To the fullest extent permitted by law, Subrecipient will defend, indemnify and hold harmless Pima County, and any related taxing district, and the officials and employees and each of them (collectively, "Indemnatee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees)(collectively, "Claims") solely arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property solely caused, or alleged to be solely caused, in whole or in part, by any act or omission of Subrecipient or any of Subrecipient's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation law or solely arising out of the failure of Subrecipient to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Subrecipient is responsible for primary loss investigation, defense and judgement costs for any Claim to which indemnity applies. This indemnity will survive the expiration or termination of this Agreement.
- 7.2. Subrecipient warrants that services provided under this Agreement are non-infringing. Subrecipient will indemnify, defend and hold County harmless from any claim of infringement arising from services provided under this Agreement or from the provision, license, transfer or use for their intended purpose of any products provided under this Agreement.

## **8. LAWS AND REGULATIONS.**

- 8.1. **Compliance with Laws; Changes.** Subrecipient will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Any changes in the governing laws, rules, and regulations during the terms of this Agreement will apply, but do not require an amendment.
- 8.2. **Licensing.** Subrecipient warrants that it is appropriately licensed to provide the services under this Agreement and that its subcontractors will be appropriately licensed.
- 8.3. **Choice of Law; Venue.** The laws and regulations of the State of Arizona will govern the rights of the

parties, the performance of this Agreement, and any disputes hereunder. Any action relating to this Agreement must be brought in a court of the State of Arizona in Pima County.

8.4. Use of Funds. Subrecipient warrants that funds provided for personnel employed in the administration of the activities funded under this Agreement will not be used for:

8.4.1. Political activities;

8.4.2. Inherently religious activities;

8.4.3. Lobbying to influence the outcome of any election or the award of any federal contract, grant, loan or cooperative agreement (see Federal Standard Form LLL, "Disclosure of Lobbying Activities);

8.4.4. Political patronage; or

8.4.5. Nepotism activities.

8.5. Compliance with Federal Law, Rules and Regulations. Subrecipient will comply with the applicable provisions of:

8.5.1. Public Law 116-136.

8.5.2. McKinney-Vento Homeless Assistance Act (42 U.S.C. 11431 *et seq.*) as amended;

8.5.3. Housing relocation and stabilization financial assistance (24 CFR 576.105);

8.5.4. Davis-Bacon Act (Pub. L.107-217), as amended;

8.5.5. Cost Principles for State, Local, and Indian Tribal Governments (2 C.F.R. Part 225 OMB Circular A-87);

8.5.6. 2 C.F.R. Part 200, Uniform, Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance;

8.5.7. Cost Principles for Non-Profit Organizations (2 C.F.R. Part 230 Circular A-122);

8.5.8. Child Labor Laws (A.R.S. §23-230 *et seq.*);

8.5.9. Copeland Anti-Kick Back Act (18 USC 874 *et seq.*);

8.5.10. Fingerprinting certification, and criminal background checks including, but not limited to the applicable provisions of: A.R.S. §§ 8-804, 36-594.01, 36-3008, 41-1964, and 46-141;

8.5.11. Debarment and Suspension, and Drug Free Workplace (29 C.F.R. Part 98 and Executive Order 12549);

8.5.12. Nondiscrimination and Equal Opportunity Requirements (29 C.F.R. Parts 30, 31, 32, 33, 34, 36 and 37;

8.5.13. Environmental Tobacco Smoke (Pub. L. 103-227, Part C); and

8.5.14. All rules and regulations applicable to the Federal Sponsoring Agency's terms and conditions and Acts set forth above and attached as Exhibit C.

8.6. Cooperation. Subrecipient will fully cooperate with County and any other federal agency in the review and determination of compliance with the above provisions.

## **9. INDEPENDENT CONTRACTOR.**

9.1. Subrecipient is an independent contractor. Neither Subrecipient nor any of Subrecipient's officers, agents, or employees will be considered an employee of Pima County or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System.

- 9.2. Subrecipient is responsible for paying all federal, state and local taxes on the compensation by Subrecipient under this Agreement and will indemnify and hold County harmless from any and all liability which County may incur because of Subrecipient's failure to pay such taxes.
- 9.3. Subrecipient will be solely responsible for its program development, operation, and performance.

## **10. SUBCONTRACTOR.**

- 10.1. Except as provided in 10.2, Subrecipient will not enter into any subcontracts for any services to be performed under this Agreement without County's prior written approval of the subcontract. Subrecipient must follow all applicable Federal, State, and County rules and regulations for obtaining subcontractor services.
- 10.2. Prior written approval is not required for the purchase of supplies that are necessary and incidental to Subrecipient's performance under this Agreement.
- 10.3. Subrecipient will be 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 Subrecipient is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract will create 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.
- 10.4. Subrecipient must include the provision set forth in Section 4 in all contracts between Subrecipient and its subcontractors providing goods or services pursuant to this Agreement. Subrecipient will be responsible for subcontractors' compliance with that provision and for any disallowances or withholding of reimbursements resulting from noncompliance of said subcontractors with the provision.

11. **ASSIGNMENT.** Subrecipient cannot assign its rights or obligations under this Agreement, in whole or in part, without County's prior written approval. County may withhold approval at its sole discretion.

## **12. NON-DISCRIMINATION.**

- 12.1. Subrecipient will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Agreement, including flow down of all provisions and requirements to any subcontractors.
- 12.2. During the performance of this Agreement, Subrecipient 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.
- 12.3. Unless exempt under federal law, Subrecipient will comply with:
  - 12.3.1. Titles VI and VII of the Civil Rights Act of 1964 as amended;
  - 12.3.2. The Age Discrimination in Employment Act;
  - 12.3.3. Section 504 of the Rehabilitation Act of 1973, as amended; and
  - 12.3.4. The requirements of the Fair Labor Standards Act of 1938, as amended.

13. **AMERICANS WITH DISABILITIES ACT.** Subrecipient 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. If Subrecipient is carrying out a government program or services on behalf of County, then Subrecipient will maintain accessibility to the program to the same extent and degree that would be required by the County under 28 CFR Sections 35.130, 35.133, 35.149 through 35.151, 35.160, 35.161 and 35.163. Failure to do so could result in the termination of this Agreement.

- 14. AUTHORITY TO CONTRACT.** Subrecipient warrants its right and power to enter into this Agreement. If any court or administrative agency determines that County does not have authority to enter into this Agreement, County will not be liable to Subrecipient or any third party by reason of such determination or by reason of this Agreement.
- 15. 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 Agreement to be performed on the part of the other, or to take any action permitted as a result thereof, will not be construed as 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 will not be construed as an accord and satisfaction.
- 16. CANCELLATION FOR CONFLICT OF INTEREST.**
- 16.1. This Agreement is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.
- 16.2. Subrecipient agrees to comply with all applicable conflict of interest provisions contained in Federal laws and regulations that govern the awarding agency including 24 CFR 84.42 and 570.611.
- 17. TERMINATION/SUSPENSION.**
- 17.1. Without Cause: Either Party may terminate this Agreement at any time, without cause, by serving a written notice upon the other Party at least thirty (30) days before the effective date of the termination. In the event of such termination, the County's only obligation to Subrecipient will be payment for services rendered prior to the date of termination.
- 17.2. With Cause:
- 17.2.1. Debarred and Excluded Providers: Subrecipient will not permit any person who has been debarred or placed on the List of Excluded Individuals/Entities (LEIE) maintained by the United States Department of Health and Human Services Office of the Inspector General (OIG), located at OIG's website, to provide any services under this Agreement. Failure to immediately remove such individual may result in immediate suspension or termination of this Agreement.
- 17.2.2. If either Party materially breaches the Agreement, the non-breaching Party will provide breaching Party notice of the breach and a reasonable time in which to cure the breach. If the breaching Party does not cure the breach within a reasonable time, the non-breaching Party may terminate the Agreement. If cure is not possible, the non-breaching Party may immediately terminate the Agreement. In the event of such termination, the County's only obligation to Subrecipient will be payment for services rendered prior to the date of termination.
- 17.3. Insufficient Funds: Notwithstanding Paragraphs 17.1 and 17.2 above, if any state or federal grant monies used for payment or for performance under this Agreement are reduced or withdrawn, County will have the right to either reduce the services to be provided and the total dollar amount payable under this Agreement or terminate the Agreement. County will provide fifteen (15) days written notice of such reduction or termination. In the event of a reduction in the amount payable, County will not be liable to Subrecipient for more than the reduced amount. In the event of a termination under this paragraph, County's only obligation to Subrecipient will be payment for services rendered prior to the date of termination to the extent that grant funds are available.
- 17.4. Non-Appropriation: Notwithstanding any other provision in this Agreement, this Agreement 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 Agreement. In the event of such

termination, County will have no further obligation to Subrecipient, other than for services rendered prior to termination.

- 17.5. **Suspension:** County reserves the right to suspend Subrecipient's performance and payments under this Agreement immediately upon notice delivered to Subrecipient's designated agent in order to investigate Subrecipient's activities and compliance with this Agreement. In the event of an investigation by County, Subrecipient will cooperate fully and provide all requested information and documentation. At the conclusion of the investigation, or within forty-five (45) days, whichever is sooner, Subrecipient will be notified in writing that the Agreement will be immediately terminated or that performance may be resumed.

## **18. NOTICE.**

- 18.1. Subrecipient must give written notice of any change of corporate or entity status as promptly as possible and, in any event, within fifteen (15) days after the change is effective. A change in corporate or entity status includes, but is not limited to, change from unincorporated to incorporated status and vice versa and any suspension or termination of corporate status based on failure to comply with all applicable federal, state, and local reporting requirements.
- 18.2. Any notice required or permitted to be given under this Agreement must be in writing and must be served by delivery or by certified mail upon the other party as follows:

**County:**

Paula Perrera, Director  
Pima County Behavioral Health  
3950 S. Country Club STE300  
Tucson, AZ 85714

**Subrecipient:**

John Hogeboom, CEO  
Community Bridges, Inc.  
250 S Toole Avenue  
Tucson, AZ 85701

19. **NON-EXCLUSIVE CONTRACT.** Subrecipient understands that this Agreement is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.

## **20. OTHER DOCUMENTS.**

- 20.1. The documents set forth in Exhibit C are hereby incorporated into and made a part of this Agreement as if set forth in full herein, to the extent not inconsistent with the provisions of this Agreement, including all exhibits. Subrecipient will promptly bring any provisions which Subrecipient believes are inconsistent to County's attention, and County will provide Subrecipient with its interpretation of the provisions in question. In the event of an irreconcilable inconsistency, the provisions of the awarding agency documents will govern over the conditions of this Agreement, unless otherwise required by law.

21. **REMEDIES.** Either party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each will be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Agreement.
22. **SEVERABILITY.** Each provision of this Agreement stands alone, and any provision of this Agreement found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.
23. **BOOKS AND RECORDS.**

- 23.1. Subrecipient must keep and maintain proper and complete books, records and accounts, which must be open at all reasonable times for inspection and audit by duly authorized representatives of County.
- 23.2. Subrecipient must retain all records relating to this agreement at least five (5) years after Subrecipient submits its single or last expenditure report or until completion of any action and resolution of all issues which arise from any related litigation, claim, negotiations, audit or other action involving the records that was started before the expiration of the 5-year period, whichever is later.

## **24. AUDIT REQUIREMENTS**

### **24.1. Subrecipient will:**

- 24.1.1. Comply with the applicable provisions of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200).
- 24.1.2. Establish and maintain a separate, identifiable accounting of all funds provided by County under this Agreement. The accounting must record all expenditures which are used to support invoices and requests for payment from the County.
- 24.1.3. Establish and maintain accounting records which identify the source and application of any funds not provided under this Agreement used to support these Agreement activities.
- 24.1.4. Ensure that all accounting records meet the requirements of the Federal, State, County, and generally accepted accounting principles laws and regulations.
- 24.1.5. Upon written notice from County, provide a program-specific or financial audit. Such notice from County will specify the period to be covered by the audit, the type of audit and the deadline for completion and submission of the audit.
- 24.1.6. Assure that any audit conducted pursuant to this Agreement is performed by a qualified, independent accounting firm and submitted to County within six (6) months of completion of the audit required pursuant to this Section 24, unless a different time is specified by County. The audit submitted must include Subrecipient responses, if any, concerning any audit findings.
- 24.1.7. Pay all costs for any audit required or requested pursuant to this Section 24, unless the cost is allowable for payment with the grant funds provided pursuant to this Agreement under the appropriate federal or state grant law and the cost was specifically included in the Subrecipient grant budget approved by County.

### **24.2. Subrecipient status:**

- 24.2.1. If Subrecipient meets or exceeds the single audit threshold set forth in 2 CFR Part 200, Subrecipient will comply with federal single audit requirements and, upon request from County, provide County with a copy of the required audit document within ninety (90) days following the end of Subrecipient's fiscal year.

### **24.3. Subrecipient must timely submit the required or requested audit(s) to:**

Paula Perrera, Director  
Pima County Behavioral Health Department  
3950 S. Country Club Rd. STE300  
Tucson, AZ 85714

- 25. NO JOINT VENTURE.** It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between Subrecipient and any County

employees, or between Subrecipient and any County employees. Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

- 26. NO THIRD PARTY BENEFICIARIES.** Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

**27. PROPERTY OF THE COUNTY.**

27.1. Subrecipient is not the agent of County for any purpose and will not purchase any materials, equipment or supplies on the credit of the County.

27.2. Any materials, including reports, computer programs and other deliverables, created under this Agreement are the sole property of the County. Subrecipient is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. Subrecipient will not use or release these materials without the prior written consent of the County.

- 28. DISPOSAL OF PROPERTY.** Termination of this Agreement will not relieve any party from liabilities or costs already incurred under this Agreement, nor affect any ownership of property pursuant to this Agreement.

- 29. COORDINATION WITH AWARDDING AGENCY.** On matters relating to the administration of this Agreement, County will be Subrecipient's contact with all Federal, State and local agencies that provide funding for this Agreement.

Subrecipient's contact in this regard will be: Matt Pate, [Matt.Pate@pima.gov](mailto:Matt.Pate@pima.gov)

**30. PUBLIC INFORMATION.**

30.1. Disclosure. Pursuant to Arizona Public Records law, 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 documents submitted in response to the solicitation resulting in an award of this Agreement, including, but not limited to pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

30.2. Records Marked Confidential; Notice and Protective Order.

30.2.1. If Subrecipient reasonably believes that some of the records described in paragraph 32.1 above contain proprietary, trade-secret or otherwise-confidential information, Subrecipient must prominently mark those records "CONFIDENTIAL."

30.2.2. In the event that a public records request is submitted to County for records marked "CONFIDENTIAL," County will notify Subrecipient of the request as soon as reasonably possible.

30.2.3. County will release the records ten (10) business days after the date of that notice provided pursuant to paragraph 32.2.2, unless Subrecipient has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records.

30.2.4. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

31. **ELIGIBILITY FOR PUBLIC BENEFITS.** Subrecipient will comply with applicable provisions of A.R.S. §§1-501 and 1-502 regarding public benefits, and any Federal sponsoring agency requirements, which are hereby incorporated as provisions of this Agreement.
32. **ISRAEL BOYCOTT CERTIFICATION.** Pursuant to A.R.S. § 35-393.01, if Subrecipient engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000.00 or more, Subrecipient certifies it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.
33. **LEGAL ARIZONA WORKERS ACT COMPLIANCE.**
- 33.1. Compliance with Immigration Laws. Subrecipient hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Subrecipient's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Subrecipient will further ensure that each subcontractor who performs any work for Subrecipient under this agreement likewise complies with the State and Federal Immigration Laws.
- 33.2. Books and Records. County has the right at any time to inspect the books and records of Subrecipient and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- 33.3. Remedies for Breach of Warranty. Any breach of Subrecipient's, or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this Section 35, is a material breach of this Agreement subjecting Subrecipient to penalties up to and including suspension or termination of this Agreement. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Subrecipient 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. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Subrecipient.
- 33.4. Subcontractors. Subrecipient will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 35 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 will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."*
34. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.
35. **ENTIRE AGREEMENT.**
- 35.1. This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and supersedes all prior or contemporaneous agreements and understandings, oral or written.
- 35.2. No verbal agreements or conversations with any officer, agent or employee of County prior to or after the execution of this Agreement will affect or modify any of the terms or obligations contained



in any documents comprising this Agreement. Any such verbal agreements are unofficial information and in no way binding upon County.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

**PIMA COUNTY**

**SUBRECIPIENT**

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

\_\_\_\_\_  
John Hogeboom, CEO  
Community Bridges, INC.

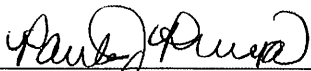
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Date

**ATTEST**

\_\_\_\_\_  
Clerk, Board of Supervisors

**APPROVED AS TO CONTENT**

\_\_\_\_\_  


Paula Perera, Director  
Pima County Behavioral Health

**APPROVED AS TO FORM**


\_\_\_\_\_  
Deputy County Attorney

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

**PIMA COUNTY**

**SUBRECIPIENT**

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

  
\_\_\_\_\_  
John Hogeboom, CEO  
Community Bridges, INC.

\_\_\_\_\_  
Date

\_\_\_\_\_  
4/28/2021  
Date

**ATTEST**

\_\_\_\_\_  
Clerk, Board of Supervisors

**APPROVED AS TO CONTENT**

\_\_\_\_\_  
Paula Perrera, Director  
Pima County Behavioral Health

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Deputy County Attorney

4/28/21

**EXHIBIT A**  
**SCOPE OF WORK**  
**Community Bridges, INC.**

CBI's program for critical time intervention includes services provided to participants in Pima County's INVEST program ("Program Participants"). CBI employs interdisciplinary care teams consisting of psychiatrists and mid-level behavioral health providers, nurses, social workers, therapists, case managers, and peer recovery support specialists to complete this work, and will assign a Master's level Behavioral Health Clinician and two (2) peer support specialists to deliver critical time intervention services, herein referred to as the "CBI Care Team". Both the administrative components and critical time intervention services are herein defined collectively as the "Program".

CBI will deliver critical time intervention services, including but not limited to, mental health and substance use treatment provided by appropriately licensed and certified providers, trained peer support, assistance with transportation, and enrollment in social services. Additionally, CBI will coordinate with community organizations to address social determinants of health such as housing, health insurance coverage, food, and employment. CBI will connect Program Participants to appropriate physical health and specialty providers. Each Program Participant will receive services based on an individualized care plan as determined by the CBI Care Team and INVEST program manager to be appropriate and subject to the terms of this Agreement. It is the parties' expectation that critical time intervention services will be provided to Program Participants at the CBI treatment site. The Program will include the following services if determined by CBI and the INVEST program manager as appropriate according to each Program Participant's individualized care plan:

**1. Coordination Prior to Intake of Program Participants**

- 1.1. CBI will work with the INVEST Program Manager, Reentry Manager, Justice & Workforce Navigator, Contracted Medical Provider at the Pima County Adult Detention Complex ("PCADC"), and the Pima County Sheriff's Department INVEST corrections officer (the "INVEST Care Team") to coordinate care prior to intake.
- 1.2. CBI Care Team will attend initial Adult Recovery Team (ART) meeting set up by Justice & Workforce Navigator to review Early Intervention Screening (EIS) and discharge plans within 2 business days of Program Participant enrolling in INVEST and prior to discharge from PCADC.
- 1.3. CBI, County, and the contracted medical provider at the PCADC will coordinate care through telephonic provider-to-provider or nurse-to-nurse, or an otherwise mutually agreeable method of data sharing and communication within 72 hours of jail release.
- 1.4. CBI Care Team peer recovery support specialist will conduct in-person engagement of Program Participant by:
  - 1.4.1. Conducting an in-person meeting with the Program Participant on the day of or prior to release, depending on the timing and notice provided to CBI Care Team prior to release;
  - 1.4.2. Engaging in peer communication with Program Participant using Evidence Based Practices (EBP)
- 1.5. CBI Care Team will transport Program Participant to CBI treatment site for intake and clinical evaluation within a minimum of 72-hours of Program Participants' release from incarceration.
  - 1.5.1. CBI Care Team will be notified by Justice & Workforce Navigator when the date and time of release of a Participant is confirmed. CBI Navigators will meet

Participants at the PCADC release site and transport them to a safe location pre-determined by the CBI and INVEST Care teams at the Participant's initial ART meeting.

- 1.5.2. The CBI Care Team is available and operates services to INVEST Program Participants Monday through Friday from 7:00 AM to 5:00 PM mountain standard time. The INVEST Care Team will provide at least 24-hour advance notice to the CBI Care team if a participant requires transportation outside of regular business hours. If the CBI Care Team is requested to transport a program participant after hours, such Program Participant will be transported to the CBI treatment site or Pima County's Crisis Center if Program Participant states they are in crisis, presents with clinical need of evaluation, or if program participant does not have alternative safe housing.

## **2. Third-Party Billing and No Match Obligation:**

- 2.1. The Parties acknowledge that some Program Participants may carry health insurance through third-party payers, including federal health care programs ("Third-Party Health Plans"). Nothing in this Agreement prohibits Subrecipient from billing, and collecting payment from, Third-Party Health Plans for healthcare services rendered to Program Participants. The Parties acknowledge and agree that healthcare services reimbursed by Third-Party Health Plans are not within the Scope of Services contemplated under this Agreement. Notwithstanding any other provision of this Agreement, Subrecipient has no obligation to report its collections from Third-Party Health Plans to the County.
- 2.2. Notwithstanding anything to the contrary in this Agreement, Subrecipient has no obligation to match or cost-share any of the funding by the County under this Agreement.

## **3. Intake of Program Participants**

- 3.1. Program Participants will have a completed psychiatric evaluation within 72 business hours of jail release, including review of medications, refills for prescriptions (if appropriate and required), and determination of psychiatric follow-up.
- 3.2. CBI will coordinate with the INVEST program evaluation team as needed.

4. **Coordination of Care:** CBI will use established best practices and existing written procedures to provide coordination of care for INVEST Program Participants.

5. **Critical Time Intervention Services for Program Participants:** The CBI Care Team will provide intensive services to Program Participants for a minimum period of 30-90 days post jail release. Ongoing continuum of services can be recommended from either the CBI Care Team or the INVEST Care Team for an additional set of time. The CBI Care Team will work with the INVEST Care Team to determine care needs.

## **6. Discharge of Program Participants from INVEST Program**

- 6.1. CBI Care Team will work with the INVEST Care Team and Program Participants when determining appropriate discharge from the INVEST program. The goal of discharge is to have the program participant manage their treatment services, such as a behavioral health or primary care, without the need of the CBI Care Team or the INVEST Care Team. The Program Participant will be an active participant in their discharge activities.

6.2. **Conditions for Discharge:** A Program Participant may be considered for discharge from the INVEST program if the following conditions have been met:

- 6.2.1. Within the first 45 days, Program Participant shows stability with medical, behavioral, and/or substance use recovery as determined by CBI Care Team and INVEST Care Team, AND has not been booked into jail during this time; OR
- 6.2.2. Within the first 90 days, Program Participant shows stability with medical, behavioral, and/or substance use recovery as determined by CBI and INVEST Care Teams AND has not been booked into jail for at least 45 days.
- 6.2.3. A Program Participant may withdraw consent to participate in the INVEST program at any time, and may re-enroll at a later date if requested. Program Participants who withdraw consent to participate in evaluation activities may still receive clinical services if desired.

6.3. **Program Reengagement Protocols:** If at any time the Program Participant becomes unresponsive or misses follow-up appointments with the CBI Care Team, the CBI Care Team will reach out to the program participant to attempt to re-engage in the program. CBI Care Team is required to:

- 6.3.1. Keep the enrollment open for a period of six (6) weeks unless participant submits written request to un-enroll. Within this period, CBI Care Team shall:
  - 6.3.1.1. Attempt at least three (3) outreach calls or home visits to the Program Participant to attempt to get them back to CBI's treatment site and re-engaged in the program.
  - 6.3.1.2. After three (3) telephonic or in-person attempted outreach efforts, a letter must be mailed to Program Participants' last known address notifying them that they may be discharged from the program for non-response after ten (10) days without contact.
- 6.3.2. If there is no response from the program participant for ten (10) or more days after the letter is mailed and the six-week enrollment extension period has ended, the program participant will be closed out of the EHR and will be exited from the program.

7. **Data Use Agreement & Data Requirements:** CBI Care Team will regularly deliver data summary reports per the Data Use Agreement attached as **Exhibit E**.

8. **Collaborative Comprehensive Care Planning:** CBI Care Team will participate in Collaborative Comprehensive Care Planning meetings, to be convened either in-person or remotely via telephone or video conference on a regular basis at the request of the INVEST Program Manager.

**END OF EXHIBIT A**

## EXHIBIT B

## 1. BUDGET

For services provided **May 18, 2021 through September 2023**, Subrecipient will be reimbursed as follows:

BUDGET LINE ITEM	AMOUNT
Salary	\$813,957.00
Fringe	\$180,586.18
Travel/Mileage	\$30,240.00
Direct Service Support to Program Participants	\$194,700.00
Rental Assistance	\$150,000.00
Subscriptions	\$1,665.00
Office Supplies	\$22,260.00
Operating Costs	\$145,177.64
Mobile Phones	\$5,208.00
Outreach	\$14,400.00
Indirect Costs	\$217,125.06
<b>Total Program Budget</b>	<b>\$1,775,318.88</b>

Invoices will be sent to the following email address: INVEST@pima.gov and may use the following form:

## PIMA COUNTY CONTRACTOR REPORTING

**Bill to Pima County - this form is to be used for submitting all billings to Pima County**  
Invoice for the month of \_\_\_\_\_, 2020-2021

Pima County Behavioral Health  
SEND

**SEND**

INVOICE TO 3950 S. Country Club Rd.  
THE ATTN Tucson, AZ 85714  
OF: Attention:

AGENCY  
INVOICE IS  
FOR:

AGENCY CONTRACT #: \_\_\_\_\_

**INVOICE #:**

### APPROVED BUDGET & BILLING DETAILS

[illegible]

**In-Kind Services** (see services/benefits)

REIMBURSABLE EXPENDITURES BY FUNDING SOURCE					
LINE ITEM	FUNDING SOURCE				TOTAL
SALARY					-
FRINGE					-
DIRECT SERVICE SUP					-
RENTAL ASSISTANCE					-
SUBSCRIPTION					-
SUPPLIES OFFICE					-
OPERATING COSTS					-
TELEPHONE					-
TRAVEL/MILEAGE					-
INDIRECT					-
OTHER COSTS					-
TOTAL EXPENDITURE					-


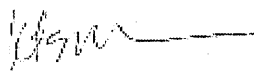

[illegible]

**I certify**

# END OF EXHIBIT B

## Exhibit C

### Department of Justice Programs Grant Terms and Conditions (19 pages)

 <b>U.S. Department of Justice</b> <b>Office of Justice Programs</b> <b>Bureau of Justice Assistance</b>		<b>Grant</b>		PAGE 1 OF 19																
<b>1. RECIPIENT NAME AND ADDRESS (Including Zip Code):</b> Pima County 130 West Congress Street Tucson, AZ 85701		<b>4. AWARD NUMBER:</b> 2019-RW-BX-0007 <b>5. PROJECT PERIOD:</b> FROM 10/01/2019 TO 09/30/2023 <b>BUDGET PERIOD:</b> FROM 10/01/2019 TO 09/30/2023																		
<b>2a. GRANTEE IRS/VENDOR NO.</b> 865800348		<b>6. AWARD DATE:</b> 06/22/2019		<b>7. ACTION:</b> Initial																
<b>2b. GRANTEE DCNS NO.</b> 199017884		<b>8. SUPPLEMENT NUMBER:</b> 00																		
<b>3. PROJECT TITLE:</b> Immense Navigation Enrollment Support and Treatment		<b>9. PREVIOUS AWARD AMOUNT:</b> \$0																		
		<b>10. AMOUNT OF THIS AWARD:</b> \$1,000,000																		
		<b>11. TOTAL AWARD:</b> \$1,000,000																		
<b>12. SPECIAL CONDITIONS:</b> THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).																				
<b>13. STATUTORY AUTHORITY FOR GRANT:</b> This project is supported under FY19(IRA - SCA Treatment & Justice Collaboration) 34 USC 40511; Pub. L. No. 116-6, 133 Stat 13, 114																				
<b>14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number):</b> 16.812 - Second Chance Act Reentry Initiative																				
<b>15. METHOD OF PAYMENT:</b> GPRS																				
<b>AGENCY APPROVAL</b>		<b>GRANTEE ACCEPTANCE</b>																		
<b>16. TYPED NAME AND TITLE OF APPROVING OFFICIAL:</b> Katherine T. Sullivan Principal Deputy Assistant Attorney General		<b>18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL:</b> Paula Peters Director																		
<b>17. SIGNATURE OF APPROVING OFFICIAL:</b> 		<b>19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL:</b> 		<b>19a. DATE:</b> 10/16/19																
<b>20. ACCOUNTING CLASSIFICATION CODES:</b> <table border="1"> <thead> <tr> <th>FISCAL YEAR</th> <th>FUND CODE</th> <th>BUD. ACT.</th> <th>OPC</th> <th>DIV. REG.</th> <th>SUB</th> <th>POMS</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>X</td> <td>B</td> <td>RW</td> <td>BO</td> <td>00</td> <td>00</td> <td></td> <td>1000000</td> </tr> </tbody> </table>		FISCAL YEAR	FUND CODE	BUD. ACT.	OPC	DIV. REG.	SUB	POMS	AMOUNT	X	B	RW	BO	00	00		1000000	<b>21. ORIGINATOR:</b>		
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OMB FORM 4000-2 (REV. 5-97) PREVIOUS EDITIONS ARE OBSOLETE.

OMB FORM 4000-2 (REV. 4-88)





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*SPECIAL CONDITIONS*

**I. Requirements of the award; remedies for non-compliance or for materially false statements**

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award. By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts all such assurances or certifications as if personally executed by the authorized recipient official.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The U.S. Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

**2. Applicability of Part 200 Uniform Requirements**

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2019 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2019 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2019 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

**Record retention and access:** Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



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3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide.DJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.



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7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/ExploreSAM.htm> (Award condition: System for Award Management(SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



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9. Employment eligibility verification for hiring under the award

I. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



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any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.



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13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE: This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.



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14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ) (or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



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19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination- 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination- 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.





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24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2019)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2019, are set out at <https://ojp.gO\ funding/Explore.FY19AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates 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.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.



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31. Noninterference(within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by this award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.S(a), under which that power may be exercised "anywhere in or outside the United States" -- within the funded program or activity, no State or local government entity, -agency, or -official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (see 8 U.S.C. 1101(a)(3)).

(2) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)).

(3) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that-

(a) is designed to prevent or to significantly delay or complicate, or

(b) has the effect of preventing or of significantly delaying or complicating.

(4) "State" and "local government" include any agency or other entity thereof, but not any institution of higher education or any Indian tribe.

(5) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(6) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).



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(7) "Immigration status" means what it means under 8 U.S.C. 1373; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(8) Pursuant to the provisions set out at (or referenced in) 8 U.S.C. 1551 note ("Abolition ... and Transfer of Functions"), references to the "immigration and Naturalization Service" in 8 U.S.C. 1373 are to be read as references to particular components of the Department of Homeland Security (OHS).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

32. No use of funds to interfere with federal law enforcement: Interrogation of certain aliens

SCOPE: This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- no State or local government entity, -agency, or -official may use funds under this award to interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) any impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his (or her) right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction.

The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.



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33. Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release

SCOPE: This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. Noninterference with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual DOJ report to Congress on "the number of illegal alien[ felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DIIS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DIIS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

B. Applicability

(1) Current DIIS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DIIS Form I-247A (3/17)). If (e.g., in light of the date DIIS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DIIS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DIIS practice is to use the same form for a second, distinct purpose -- to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DIIS requests for detention.

C. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth herein full.



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34. No use of funds to interfere with federal law enforcement: Notice of scheduled release

SCOPE: This condition applies as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. No use of funds to interfere with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes• including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual DOJ report to Congress on "the number of illegal alien| felons| in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens")- no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may use funds under this award to interfere with the "removal" process by failing to provide• as early as practicable (see para. 4.C. below) -- advance notice to OHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from OHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release" award condition are incorporated by reference as though set forth here in full.

35. Requirement to collect certain information from subrecipients

Except as provided in this condition, the recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed subrecipient responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (OHS) and/or Immigration and Customs Enforcement (ICE)." All subrecipient responses must be collected and maintained by the recipient, consistent with document retention requirements, and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

36. The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.



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37. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

38. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

39. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See [http://www.ojp.gov/about/ocr/equal\\_fbo.htm](http://www.ojp.gov/about/ocr/equal_fbo.htm).

40. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

41. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

42. Recipient understands and agrees that it must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through GMS (<https://grants.ojp.usdoj.gov>), and that it must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (<https://bjapmt.ojp.gov/>). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.





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43. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at [https://ojp.gov/funding/Explore\\_FFATA.htm](https://ojp.gov/funding/Explore_FFATA.htm) (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

44. Verification and updating of recipient contact information

The recipient must verify its Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in OMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

45. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

46. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient 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. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

47. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2019-RW-BX-0007 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.



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48. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").


The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

49. The recipient is authorized to incur obligations, expend, and draw down funds for travel, lodging, and per diem costs only, in an amount not to exceed \$15,000, for the sole purpose of attending a required OJP conference associated with this grant award. The grantee is not authorized to incur any additional obligations, or make any additional expenditures or draw downs until the awarding agency and the Office of the Chief Financial Officer (OCFO) has reviewed and approved the recipient's budget and budget narrative, and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.
50. The recipient agrees to notify BJA of any change in the status or duties of the collaborating agency partners or key individuals involved in implementing the activities under this award.
51. The recipient may incur obligations, expend, and draw down funds in an amount not to exceed \$150,000 for the sole purpose of completing the Planning and Implementation Guide within 12 months of the project period start date. The grantee is not authorized to incur any additional obligations, make any additional expenditures, or drawdown any additional funds until BJA has reviewed and approved the grant recipient's completed Planning and Implementation Guide and has issued a Grant Adjustment Notice (GAN) removing this condition.
52. The recipient may not obligate, expend, or draw down any award funds for indirect costs, unless and until either -- (1) the recipient submits to OJP a current, federally-approved indirect cost rate agreement, or (2) the recipient determines that it is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(t), and advises OJP in writing of both its eligibility and its election.

The financial review of the budget for this award is pending. If the OJP Office of the Chief Financial Officer (OCFO) determines as part of its financial review that the recipient already has submitted the documentation concerning indirect costs described above, this condition will be released through a Grant Adjustment Notice (GAN) upon completion of the OCFO final budget review.

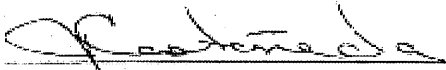
If the OJP OCFO instead determines as part of its financial review that the recipient has not yet submitted the required documentation concerning indirect costs, this condition will not be released until OJP (including its OCFO) receives and reviews a satisfactory submission.

PIMA COUNTY

  
Richard Elias, Chairman,  
Pima County Board of Supervisors

Date OCT 01 2019

ATTEST:

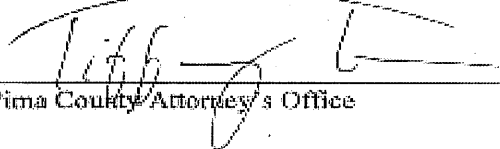
  
Clerk of the Board

APPROVED AS TO CONTENT:

  
Paula Peffera, Director  
Pima County Behavioral Health Department

Date 9-26-19

APPROVED AS TO FORM:

  
Pima County Attorney's Office

Date 9/29/19

END OF EXHIBIT C

## **EXHIBIT D**

### **Business Associate Agreement (7 Pages)**

WHEREAS, Pima County, on behalf of the Pima County Health Department ("Covered Entity"), and Community Bridges, Inc. ("Business Associate") (each, a "Party," and collectively, the "Parties") wish to enter into a Business Associate Agreement to ensure compliance with the Privacy, Security, Breach Notification, and Enforcement Rules of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Privacy and Security Rules") (45 C.F.R. Parts 160 and 164); and

WHEREAS, the Health Information Technology for Economic and Clinical Health ("HITECH") Act of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, modified the HIPAA Privacy and Security Rules (hereinafter, all references to the "HIPAA Privacy and Security Rules" include all amendments thereto set forth in the HITECH Act and any accompanying regulations); and

WHEREAS, the Parties have entered into a written or oral arrangement or arrangements (the "Underlying Agreement") whereby Business Associate will provide certain services to Covered Entity that require Business Associate to create, receive, maintain, or transmit Protected Health Information ("PHI") on Covered Entity's behalf, and accordingly Business Associate may be considered a "business associate" of Covered Entity as defined in the HIPAA Privacy and Security Rules; and

WHEREAS, Business Associate and Covered Entity wish to comply with the HIPAA Privacy and Security Rules, and Business Associate wishes to honor its obligations as a business associate to Covered Entity.

THEREFORE, in consideration of the Parties' continuing obligations under the Underlying Agreement, the Parties agree to the provisions of this Business Associate Agreement ("Agreement").

Except as otherwise defined herein, any and all capitalized terms in this Agreement shall have the definitions set forth in the HIPAA Privacy and Security Rules. For clarity, PHI is limited to that Protected Health Information specifically created, received, maintained, or transmitted by Business Associate solely on Covered Entity's behalf. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Privacy and Security Rules, as amended, the HIPAA Privacy and Security Rules in effect at the time the inconsistency is discovered shall control. Where provisions of this Agreement are different than those mandated by the HIPAA Privacy and Security Rules, but are nonetheless permitted by the HIPAA Privacy and Security Rules, the provisions of this Agreement shall control.

#### **I. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE**

**A.** Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rules if done by Covered Entity.

**B.** Business Associate may use PHI in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are permitted under state and federal confidentiality laws.

**C.** Business Associate may disclose PHI in its possession to third parties for the purposes of its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that:

1. the disclosures are required by law; or

2. Business Associate obtains reasonable assurances from the third parties to whom the PHI is disclosed that the information will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party, and that such third parties will notify Business Associate of any instances of which they are aware in which the confidentiality of the information has been breached.

D. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes “minimum necessary” for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, access, use, and request only PHI that is contained in a limited data set (as defined in 45 C.F.R. § 164.514(e)(2)), unless Business Associate requires certain direct identifiers in order to accomplish the intended purpose of the access, use, or request, in which event Business Associate may access, use, or request only the minimum necessary amount of PHI to accomplish the intended purpose of the access, use, or request.

## **II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE**

A. Business Associate agrees not to use or further disclose PHI other than as permitted or required by this Agreement or the Underlying Agreement or as required by state and federal law.

B. Business Associate agrees to use appropriate safeguards and to comply, where applicable, with 45 C.F.R. Part 164, Subpart C with respect to Electronic Protected Health Information, to prevent use or disclosure of PHI other than as provided for by this Agreement. Specifically, Business Associate will:

1. implement the administrative, physical, and technical safeguards set forth in 45 C.F.R. §§ 164.308, 164.310, and 164.312 that reasonably and appropriately protect the confidentiality, integrity, and availability of any PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity, and, in accordance with 45 C.F.R. § 164.316, implement and maintain reasonable and appropriate policies and procedures to enable it to comply with the requirements outlined in 45 C.F.R. §§ 164.308, 164.310, and 164.312; and

2. report to Covered Entity any Security Incident, and any use or disclosure of PHI that is not provided for by this Agreement, of which Business Associate becomes aware without unreasonable delay and in no case later than thirty (30) calendar days after discovery.

C. Business Associate shall require each subcontractor that creates, receives, maintains, or transmits PHI on its behalf to enter into a business associate agreement or equivalent agreement containing the same restrictions on access, use, and disclosure of PHI as those applicable to Business Associate under this Agreement. Furthermore, to the extent that Business Associate provides Electronic PHI to a subcontractor, Business Associate shall require such subcontractor to comply with all applicable provisions of 45 C.F.R. Part 164, Subpart C.

D. Business Associate agrees to comply with any requests for restrictions on certain disclosures of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. § 164.522 of which Business Associate has been notified by Covered Entity.

E. If Business Associate maintains a designated record set on behalf of Covered Entity, at the request of Covered Entity and in a reasonable time and manner, Business Associate agrees to make available PHI required for Covered Entity to respond to an individual’s request for access to his or her PHI in accordance with 45 C.F.R. § 164.524. If Business Associate maintains PHI in an electronic designated record set, it agrees to make such PHI available electronically to Covered Entity or, upon Covered Entity’s specific request, to the applicable individual or to a person or entity specifically designated by such individual, upon such individual’s request.

**F.** If Business Associate maintains a designated record set on behalf of Covered Entity, at the request of Covered Entity and in a reasonable time and manner, Business Associate agrees to make available PHI required for amendment by Covered Entity in accordance with the requirements of 45 C.F.R. § 164.526.

**G.** Business Associate agrees to document any disclosures of Protected Health Information, and to make PHI available for purposes of accounting of disclosures, as required by 45 C.F.R. § 164.528.

**H.** If Business Associate is to carry out one or more of Covered Entity's obligations under 45 C.F.R. Part 164, Subpart E, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).

**I.** Business Associate agrees that it will make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Secretary, in a time and manner designated by the Secretary, to enable the Secretary to determine Business Associate's or Covered Entity's compliance with the HIPAA Privacy and Security Rules. Business Associate also shall cooperate with the Secretary and, upon the Secretary's request, pursuant to 45 C.F.R. § 160.310, shall disclose PHI to the Secretary to enable the Secretary to investigate and review Business Associate's or Covered Entity's compliance with the HIPAA Privacy and Security Rules.

**J.** Unless expressly authorized in the Underlying Agreement, Business Associate shall not:

1. use PHI for marketing or fundraising;
2. use PHI to create a limited data set or to de-identify the information;
3. use PHI to provide data aggregation services relating to the health care operations of Covered Entity; or
4. use or disclose PHI in exchange for remuneration of any kind, whether directly or indirectly, financial or non-financial, other than such remuneration as Business Associate receives from Covered Entity in exchange for Business Associate's provision of the services specified in the Underlying Agreement.
5. Prior express written authorization from Covered Entity is required for Business Associate to access, store, share, maintain, transmit, use, or disclose PHI in any form via any medium with any entity or person, including the Business Associate's employees and subcontractors, beyond the boundaries and jurisdiction of the United States. Authorization may be granted in the sole discretion of Covered Entity and, if granted, will be subject to additional conditions with which Business Associate must agree.

### **III. BUSINESS ASSOCIATE'S MITIGATION AND BREACH NOTIFICATION OBLIGATIONS**

**A.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

**B.** Following the discovery of a Breach of Unsecured PHI ("Breach"), Business Associate shall notify Covered Entity of such Breach without unreasonable delay and in no case later than thirty (30) calendar days after discovery of the Breach, and shall assist in Covered Entity's breach analysis process, including risk assessment, if requested. A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known to Business Associate or, through the exercise of reasonable diligence, would have been known to Business Associate. The Breach notification shall be provided to Covered Entity in the manner specified in 45 C.F.R. § 164.410(c) and shall include the information set forth therein to the extent known. If, following the

Breach notification, Business Associate learns additional details about the Breach, Business Associate shall notify Covered Entity promptly as such information becomes available. Covered Entity shall determine whether Business Associate or Covered Entity will be responsible for providing notification of any Breach to affected individuals, the media, the Secretary, and/or any other parties required to be notified under the HIPAA Privacy and Security Rules or other applicable law. If Covered Entity determines that Business Associate will be responsible for providing such notification, Business Associate may not carry out notification until Covered Entity approves the proposed notices in writing.

C. Notwithstanding the provisions of Section III.B., above, if a law enforcement official states to Business Associate that notification of a Breach would impede a criminal investigation or cause damage to national security, then:

1. if the statement is in writing and specifies the time for which a delay is required, Business Associate shall delay such notification for the time period specified by the official; or

2. if the statement is made orally, Business Associate shall document the statement, including the identity of the official making it, and delay such notification for no longer than thirty (30) days from the date of the oral statement unless the official submits a written statement during that time.

Following the period of time specified by the official, Business Associate shall promptly deliver a copy of the official's statement to Covered Entity.

D. Business Associate shall bear Covered Entity's costs of any Breach and resultant notifications, if applicable, to the extent the Breach arises solely from Business Associate's negligence, willful misconduct, violation of law, violation of the Underlying Agreement, or violation of this Agreement.

#### **IV. OBLIGATIONS OF COVERED ENTITY**

A. Upon request of Business Associate, Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. § 164.520.

B. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, if such changes could reasonably be expected to affect Business Associate's permitted or required uses and disclosures.

C. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. § 164.522, and Covered Entity shall inform Business Associate of the termination of any such restriction, and the effect that such termination shall have, if any, upon Business Associate's use and disclosure of such Protected Health Information.

#### **V. TERM AND TERMINATION**

A. Term. The Term of this Agreement shall be effective as of the first effective date of any Underlying Agreement, and shall terminate upon later of the following events: (i) in accordance with Section V.C., when all of the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is returned to Covered Entity or destroyed (and a certificate of destruction is provided) or, if such return or destruction is infeasible, when protections are extended to such information; or (ii) upon the expiration or termination of the last of the Underlying Agreement.

B. Termination. Upon either Party's knowledge of a material breach by the other Party of its obligations under this Agreement, the non-breaching Party shall, within twenty (20) days of that determination,

notify the breaching Party, and the breaching Party shall have thirty (30) days from receipt of that notice to cure the breach or end the violation. If the breaching Party fails to take reasonable steps to effect such a cure within such time period, the non-breaching Party may terminate this Agreement and the Underlying Agreement without penalty.

Where either Party has knowledge of a material breach by the other Party and determines that cure is infeasible, prior notice of the breach is not required, and the non-breaching Party shall terminate the portion of the Underlying Agreement affected by the breach without penalty.

**C. Effect of Termination.**

1. Except as provided in paragraph 2 of this subsection C., upon termination of this Agreement, the Underlying Agreement or upon request of Covered Entity, whichever occurs first, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors of Business Associate. Neither Business Associate nor its subcontractors shall retain copies of the PHI except as required by law.

2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide within ten (10) days to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of PHI is infeasible, Business Associate, and its applicable subcontractors, shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate and its applicable subcontractors maintain such Protected Health Information.

**VI. MISCELLANEOUS**

A. No Rights in Third Parties. Except as expressly stated herein or in the HIPAA Privacy and Security Rules, the Parties to this Agreement do not intend to create any rights in any third parties.

B. Survival. The obligations of Business Associate under Section V.C. of this Agreement shall survive the expiration, termination, or cancellation of this Agreement, the Underlying Agreement, and/or the business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

C. Amendment. The Parties agree that this Agreement will be amended automatically to conform to any changes in the HIPAA Privacy and Security Rules as are necessary for each of them to comply with the current requirements of the HIPAA Privacy and Security Rules and the Health Insurance Portability and Accountability Act, unless a particular statutory or regulatory provision requires that the terms of this Agreement be amended to reflect any such change. In those instances where an amendment to this Agreement is required by law, the Parties shall negotiate in good faith to amend the terms of this Agreement within sixty (60) days of the effective date of the law or final rule requiring the amendment. If, following such period of good faith negotiations, the Parties cannot agree upon an amendment to implement the requirements of said law or final rule, then either Party may terminate this Agreement and the Underlying Agreement upon ten (10) days written notice to the other Party. Except as provided above, this Agreement may be amended or modified only in a writing signed by the Parties.

D. Assignment. Neither Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party.



**E. Independent Contractor.** None of the provisions of this Agreement are intended to create, nor will they be deemed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. Nothing in this Agreement creates or is intended to create an agency relationship.

**F. Governing Law.** To the extent this Agreement is not governed exclusively by the HIPAA Privacy and Security Rules or other provisions of federal statutory or regulatory law, it will be governed by and construed in accordance with the laws of the state in which Covered Entity has its principal place of business.

**G. No Waiver.** No change, waiver, or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

**H. Interpretation.** Any ambiguity of this Agreement shall be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with the HIPAA Privacy and Security Rules.

**I. Severability.** In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect.

**J. Notice.** Any notification required in this Agreement shall be made in writing to the representative of the other Party who signed this Agreement or the person currently serving in that representative's position with the other Party.

**K. Entire Agreement.** This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written. In the event of any inconsistency between this Agreement and any other agreement between the Parties concerning the use and disclosure of PHI and the Parties' obligations with respect thereto, the terms of this Agreement shall control.

**END OF EXHIBIT D**

## **EXHIBIT E (3 pages)**

### **Data Exhibit**

Subrecipient will submit all documents, reports and data in accordance with the schedule in this Exhibit E: Data Exhibit. All deliverables will be submitted in the format prescribed by the County and within the timeframes specified. The Subrecipient is required to obtain a Release of Information (**Attachment E-1**) from each participant and submit any additional documents and/or ad hoc reports requested by the County.

### **3. Management and Reporting**

- 3.1. County reserves the right to audit any process or data resulting from provision of services pursuant to this Agreement and to request data compilation as the County determines necessary
- 3.2. Subrecipient shall cooperate with the County in providing information and data as needed and on a monthly basis, necessary for the County to develop and submit all reports regarding INVEST services. Reporting data will be emailed to the County ([INVEST@pima.gov](mailto:INVEST@pima.gov)) on a monthly basis within ten (10) days following the end of each month.

Monthly reports will include the following information for all individuals enrolled in program activities, as available relative to each individual's progression in the program:

- 3.2.1. Date and time of participant enrollment with CBI
- 3.2.2. Date and time of participant transport from Pima County Adult Detention Center (PCADC) by CBI
- 3.2.3. Date and time of CBI Intake
- 3.2.4. Participant demographic characteristics (age, sex, race and ethnicity)
- 3.2.5. Participant housing status upon entry to program
- 3.2.6. Participant housing type upon entry to program
- 3.2.7. Participant employment status upon entry to program
- 3.2.8. Participant income upon entry to program
- 3.2.9. Date and time of mental health assessment start and completion, for each assessment administered during participation
- 3.2.10. Date and time of substance use assessment start and completion, for each assessment administered during participation
- 3.2.11. Participant Serious Mental Illness (SMI) designation
- 3.2.12. Participant General Mental Health (GMH)/Substance Use (SU) status
- 3.2.13. Participant diagnoses relevant to current episode
- 3.2.14. Participant current health insurance status
- 3.2.15. Participant current health insurer
- 3.2.16. Most recent Behavioral Health Home at which participant was enrolled, if any
- 3.2.17. Type of Medication Assisted Treatment (MAT) service(s) received by participant from CBI
- 3.2.18. Behavioral health provider(s) to which participant was referred by CBI, for each individual referral

- 3.2.19. Date of participant referral to behavioral health provider(s) by CBI, for each individual referral
  - 3.2.20. Type of application for emergent or involuntary evaluation of participant while participating in INVEST, if filed by CBI
  - 3.2.21. Date of application for emergent or involuntary evaluation of participant while participating in INVEST, if filed by CBI
  - 3.2.22. Date and time of participant referral for housing services (if referred by CBI)
  - 3.2.23. Provision of housing by CBI to participant, if any
  - 3.2.24. Date housing services are received by participant
  - 3.2.25. Date of participant SSDI/SSI Outreach, Access, and Recovery (SOAR) application
  - 3.2.26. Date of participant SOAR approval
  - 3.2.27. Date of participant SOAR denial
  - 3.2.28. Date of participant SOAR appeal(s)
  - 3.2.29. Date of participant exit from program
  - 3.2.30. Participant program exit status – successful vs. unsuccessful, as defined by the following three (3) criteria:
    - 1. Percent of meetings scheduled by CBI attended by participant – successful exit requires 80% attendance or better
    - 2. Number of participant re-bookings at PCADC during program participation – successful exit requires no re-bookings within last 45 days
    - 3. Agreement between CBI staff and participant at exit ART meeting regarding participant qualification for exit from participation in program
  - 3.2.31. Participant housing status upon exit from program
  - 3.2.32. Participant housing type upon exit from program
  - 3.2.33. Participant employment status upon exit from program
  - 3.2.34. Participant income upon exit from program
  - 3.2.35. Reason for participant unsuccessful exit from program
- Subrecipient will also provide data elements featured in the agency's existing reports:
- 3.2.36. Participant Utilization Report
  - 3.2.37. Homeless Management Information System (HMIS) Annual Performance Report (APR) data elements

Attachment E-1  
Release of Information Forms



Consent for Disclosure of Confidential Information

Client Name (First and Last):  DOB:

Social Security#:  AHCCCS ID#:

I hereby authorize: Community Bridges, Inc. Medical Records

(Fax): 480-755-2453 Email: [MedicalRecords@cbridges.com](mailto:MedicalRecords@cbridges.com)

To: ☐ Release ☐ Verbal Communication ☐ Revoke

To release the information requested below to (will not be processed with this information):

Name/Agency:

Address:

Phone:  Fax:  Email:

CBI is not responsible for the confidentiality and security of your protected health information once it has been emailed to the address you have provided.

Amount of Information to be released (specify):

Information to be released in the following format(s): ☐ Written ☐ Verbal ☐ Electronic

Purpose of disclosure:

Nature of information to be released:

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Discharge Summary     | <input type="checkbox"/> Psychiatric Eval  | <input type="checkbox"/> Verbal Consult – Reciprocal                |
| <input type="checkbox"/> Treatment Plan        | <input type="checkbox"/> Medication Log    | <input type="checkbox"/> Substance Abuse Information                |
| <input type="checkbox"/> Treatment Plan Update | <input type="checkbox"/> Diagnosis         | <input type="checkbox"/> HIV Related Information                    |
| <input type="checkbox"/> Standard Assessment   | <input type="checkbox"/> Monthly Summaries | <input type="checkbox"/> Other (must specify): <input type="text"/> |

Notice: Alcohol and drug abuse patient records are protected by Federal confidentiality (regulations (42 CFR part 2). The Federal regulations prohibit you from making any further disclosure of this information unless further disclosure is expressly permitted by the written consent of the person (to whom it pertains or as otherwise permitted by 42 CFR part 2.) A general authorization for the release of medical or other information is NOT sufficient for this purpose. The Federal regulations restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patient. Communicable disease related information, pursuant to this release, cannot be redisclosed without specific written authorization. (A.R.S. 36-664.11)

REVOCATION CLAUSE: I understand I may revoke this authorization at any time by writing to Community Bridges at the email address above or by letter to the CBI Privacy Officer.

Today's Date:  Expiration Date:  Timeframe:

This authorization will expire one year after the signature date, or , whichever is later. A photocopy of this Authorization will be considered as effective and valid as the original.

I have received a copy of this release (patient initials):

Patient Signature:  Date:

Parent/Guardian Signature (if applicable):  Date:

Witness Signature:  Date:

BLANK CONSENT FORMS SIGNED BY CLIENT WHEN SERVICE IS INITIATED DO NOT MEET COMPLIANCE STANDARDS

CBI\_Updated\_08\_05\_2020

END OF EXHIBIT E