

MEMO



Pima County Department of Institutional Health

To: C. H. Huckelberry, County Administrator
Via: Jan Leshner, Deputy County Administrator – Medical and Health Services
From: Garrett L Hancock, Interim Director
Date: June 12, 2013
Subject: Contracts for BOS Addendum June 18, 2013

DIH seeks your approval to place two contracts and one IGA on the Board Addendum for Tuesday, June 18, 2013.

CPSA Involuntary Commitment Contract Amendment (12*292) - The attached contract amendment extends by one year the existing Agreement between Pima County and Community Partnership of Southern Arizona (CPSA) for CPSA to **administer and coordinate the provision and payment of civil commitment services required of Pima County** under Arizona Revised Statutes Title 36-501 et seq. **The current agreement expires June 30.** CPSA originally asked for an increase in funding over last year, however, subsequent negotiations and meetings with CPSA and Palo Verde Hospital indicated that better reconciliation of paid hospital days is needed between Palo Verde and CPSA before any increase can be considered by the County, and **therefore, no increase was approved and this amendment is for the same amount as the current year's funding, which is \$4,922,345 annually.** Prior to implementation of this contract in 2010, Pima County used to spend \$7-8 Million annually for this mandated service, which is **a County mandate pursuant to ARS 36-545.04.** **This funding is budgeted in FY14 in the Office of Medical Services Department, Office of Behavioral Health.**

CPSA Suboxone Contract (13*0833) – The attached contract for provision of certain clinical and support services to opioid-addicted arrestees is a collaboration between Pima County Office of Behavioral Health and Pima County Adult Probation, and will be paid for using funds allocated for the **Pima County/Department of Justice settlement** requiring Pima County to spend \$1 Million over a five year period in substance abuse issues related to the criminal justice system. This contract was originally set to go, and then reconsidered by the County Attorney due to jurisdictional HIPAA requirements related to arrestees not in the custody of the Sheriff but under the supervision of Adult Probation. Some contracts terms in that regard were changed and had to be reviewed by Adult Probation and CPSA, resulting in a delay. **This Contract goes retroactive to May 1, 2013.** Pima County is obligated to provide this funding pursuant to the DOJ Settlement Agreement. **The not to exceed amount of this Contract is \$150,000 over a 14 month period,** subject to referrals from Adult Probation, and is approximately the amount needed, in addition to other funding already in place, **to satisfy the DOJ settlement agreement by the end of FY2014, when it is due to expire.** **This funding is budgeted in FY14 in the Office of Medical Services Department, Office of Behavioral Health.**

ADHS IGA Amendment (12*287) – this is an amendment to the existing IGA with Arizona Department of Health Services **requiring Pima County to contribute funding in the amount of \$3,064,936 annually related to the Seriously Mentally Ill behavioral health system pursuant to ARS-11-297.A.2,** resulting from the implementation of Proposition 204 in 2001. **The current agreement expires June 30.** ADHS took over two months to return the signed document to us. This funding is mandated. **This funding is budgeted in FY14 in the Office of Medical Services Department, Office of Behavioral Health.**

We are requesting your authorization to place these contracts/amendments on the Board of Supervisors addendum for June 18, 2013.

Approved: ✓

Not Approved: _____

C. H. Huckelberry
C. H. Huckelberry, County Administrator

6/13/13
Date



Contract Number: CT. 14-13 * 833
Effective Date: 5-1-13
Term Date: 6-30-14
Cost: \$150,000.-
Revenue: _____
Total: _____ NTE: _____
Action: _____
Renewal By: 4-1-14
Term: 6-30-14
Reviewed by: [Signature]

BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: **June 18, 2013**

ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:

This contract is between Pima County and Community Partnership of Southern Arizona, the State-designated Regional Behavioral Health Authority for Pima County, and is the result of collaboration between Pima County and the Superior Court Adult Probation to implement a program of clinical and support services for opioid-dependent arrestees diverted to the program in lieu of incarceration. The program utilizes Suboxone, a drug that helps addicts overcome the physical and mental addiction to opioids, as well as peer-oriented support systems to assist addicts overcome their addiction. Referrals will be made by Pima County Adult Probation using strict criteria to refer only highly motivated arrestees. This contract goes retroactive to May 1 because of some revision by the County Attorney's Office related to protected health information and jurisdictional issues related to HIPAA. Funds spent on this contract apply toward meeting the terms of a Department of Justice settlement with Pima County, which mandates Pima County to expend funds related to substance abuse.

CONTRACT NUMBER (If applicable): 13*0833

STAFF RECOMMENDATION(S): **APPROVAL**

CORPORATE HEADQUARTERS: Tucson, Arizona

To: CHA - 6-13-13
COB - 6-13-13
Agenda - 6-18-13
Addendum (3)

Procure Dept 06/12/13 PM 03:31

CLERK OF BOARD USE ONLY: BOS MTG. _____

ITEM NO. _____

PIMA COUNTY COST: \$150,000 and/or REVENUE TO PIMA COUNTY:\$ 0

FUNDING SOURCE(S): General Fund

(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

Advertised Public Hearing:

		YES	X	NO
--	--	-----	---	----

Board of Supervisors District:

1		2		3		4		5		All	
---	--	---	--	---	--	---	--	---	--	-----	--

IMPACT:

IF APPROVED:

Pima County will have in place a mechanism to collaborate with Pima County Adult Probation in diverting certain opioid-addicted offenders into a venue other than incarceration to help them overcome their addiction and resume productive lives; funding under this contract will apply toward meeting the terms of a Department of Justice mandate related to substance abuse in Pima County.

IF DENIED:

Pima County will NOT have in place a mechanism to collaborate with Pima County Adult Probation in diverting certain opioid-addicted offenders into a venue other than incarceration, likely resulting in recidivism in the correctional setting; no funds under this contract would apply toward meeting the terms of a Department of Justice mandate related to substance abuse in Pima County, and the County would be in danger of not meeting the terms of the settlement.

DEPARTMENT NAME:

CONTACT PERSON: Garrett L Hancock

TELEPHONE NO.: 520-243-7833

<p>PIMA COUNTY DEPT OF INSTITUTIONAL HEALTH</p> <p>PROJECT: SUBOXONE TREATMENT PROGRAM PILOT</p> <p>CONTRACTOR: COMMUNITY PARTNERSHIP OF SOUTHERN ARIZONA</p> <p>AMOUNT: \$150,000</p> <p>FUNDING: Fund 1000, IH, Unit 0596</p>	<table border="1"> <tr> <td align="center" colspan="2">CONTRACT</td> </tr> <tr> <td colspan="2">NO. <i>CT. IH-13 00000 00000 00000 833</i></td> </tr> <tr> <td colspan="2">AMENDMENT NO. _____</td> </tr> <tr> <td colspan="2">This number must appear on all invoices, correspondence and documents pertaining to this contract.</td> </tr> </table> <p align="center">(STAMP HERE)</p>	CONTRACT		NO. <i>CT. IH-13 00000 00000 00000 833</i>		AMENDMENT NO. _____		This number must appear on all invoices, correspondence and documents pertaining to this contract.	
CONTRACT									
NO. <i>CT. IH-13 00000 00000 00000 833</i>									
AMENDMENT NO. _____									
This number must appear on all invoices, correspondence and documents pertaining to this contract.									

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT entered between Pima County, a body politic and corporate of the State of Arizona, hereinafter called COUNTY; and Community Partnership of Southern Arizona (CPSA), hereinafter called CONTRACTOR;

WITNESSETH

WHEREAS, COUNTY, in conjunction with and on behalf of Pima County Adult Probation, requires the services of a CONTRACTOR to provide administration of clinical and support services to assist identified individuals overcome addiction to opioids; and

WHEREAS, CONTRACTOR is designated by the State of Arizona as the Regional Behavioral Health Authority in Pima County; and

WHEREAS, procurement of these services is allowed consistent with Board of Supervisors Policy D29.6;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I - TERM AND EXTENSION/RENEWAL/CHANGES

This Contract shall commence on May 1, 2013, and shall terminate on June 30, 2014, unless sooner terminated or further extended pursuant to the provisions of this Contract. The parties may renew this Contract for up to three (3) additional one-year periods or any portion thereof.

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

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

ARTICLE II – SCOPE OF SERVICES

This Contract establishes the agreement under which the CONTRACTOR will be paid by COUNTY for the provision of products and services in accordance with the attached Exhibit A: Scope of Services (3 pages).

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

CONTRACTOR shall employ or subcontract with suitably trained and skilled professional personnel to perform all CONTRACTOR services under this Contract.

ARTICLE III – COMPENSATION AND PAYMENT

In consideration for the goods and services specified in this Contract, the COUNTY agrees to pay CONTRACTOR in an amount not to exceed ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) as approved by Pima County Adult Probation. Pricing for work or products/materials will be as set forth in Exhibit B: Pricing and Compensation (2 pages).

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

CONTRACTOR shall provide detailed documentation in support of requested payment. Payment requests shall assign all costs to items identified by Exhibit B.

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

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

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

ARTICLE IV - INSURANCE

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

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

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

ARTICLE V - INDEMNIFICATION

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

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

ARTICLE VI - COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract shall be brought in a court of the State of Arizona in Pima County. Any changes in the governing laws, rules, and regulations during the terms of this Contract shall apply, but do not require an amendment.

ARTICLE VII - INDEPENDENT CONTRACTOR

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

ARTICLE VIII - SUBCONTRACTOR

CONTRACTOR 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 CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract shall 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.

ARTICLE IX - ASSIGNMENT

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

ARTICLE X - NON-DISCRIMINATION

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 **including flow down of all provisions and requirements to any subcontractors**. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

ARTICLE XI - AMERICANS WITH DISABILITIES ACT

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

ARTICLE XII - AUTHORITY TO CONTRACT

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

ARTICLE XIII - FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of this Contract to be performed on the part of the other, or to take any action permitted as a result thereof, shall 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 shall not be construed as an accord and satisfaction.

ARTICLE XIV - CANCELLATION FOR CONFLICT OF INTEREST

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

ARTICLE XV – TERMINATION OF CONTRACT FOR DEFAULT

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

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

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

C. In the event of a termination for default:

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

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

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

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

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

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

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

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

ARTICLE XVI – TERMINATION FOR CONVENIENCE

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

Notwithstanding any other provision in this Contract, this Contract may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Contract. In the event of such termination, COUNTY shall have no further obligation to CONTRACTOR, other than to pay for services rendered prior to termination.

ARTICLE XVII - NOTICE

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

COUNTY

Office of Behavioral Health
Attn: Behavioral Health Administrator
3950 S Country Club Road, Suite 300
Tucson, AZ 85714
Email: danna.whiting@pima.gov

CONTRACTOR

Community Partnership of Southern Arizona
Attn: Neal Cash, President/CEO
4575 E Broadway Blvd
Tucson, AZ 85711

ARTICLE XVIII - NON-EXCLUSIVE CONTRACT

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

ARTICLE XIX - OTHER DOCUMENTS

Not Applicable.

ARTICLE XX - REMEDIES

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

ARTICLE XXI - SEVERABILITY

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

ARTICLE XXII - BOOKS AND RECORDS

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

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

ARTICLE XXIII- PUBLIC INFORMATION

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

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

Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., County shall release records marked CONFIDENTIAL ten (10) business days after the date of notice to the respondent of the request for release, unless respondent has, within the ten day period, secured a protective order, injunctive relief or other appropriate

order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release shall not be counted in the time calculation. Respondent shall be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

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

ARTICLE XXIV – LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

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

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

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

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

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

ARTICLE XXV – SCRUTINIZED BUSINESS OPERATIONS

"Pursuant to A.R.S. §§ 35-391.06 and 393.06, contractor hereby certifies that it does not have scrutinized business operations in Iran or Sudan. The submission of a false certification by contractor may result in action up to and including termination of this contract.

ARTICLE XXVI- GRANT COMPLIANCE

Not applicable.

ARTICLE XXVII - ENTIRE AGREEMENT

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

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

PIMA COUNTY

Chair, Board of Supervisors

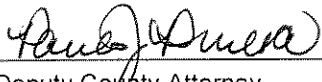
Date: _____

ATTEST

Clerk of Board

Date: _____

APPROVED AS TO FORM



Deputy County Attorney

Date: 6.12.13

APPROVED AS TO CONTENT



Department Head

6/12/2013
Date

(if required by County Department or delete)

CONTRACTOR



Authorized Officer Signature

Charles Andrade Chief Financial Officer
Printed Name and Title

Date: 6/12/13

Exhibit A

Scope

CONTRACTOR will provide coordination, administration, and oversight of clinical and support services to assist identified individuals in their efforts to overcome addiction to opioids. Identified individuals will be those referred to CONTRACTOR by Pima County Adult Probation (at which time they are noted as "Patient"), for inclusion in the program under direction of Pima County Adult Probation (Probation). Patients will be identified as those not eligible for AHCCCS funding. The number of patients served is based on the availability of funding through this Contract and on number of referrals from Probation. Contractor will have the authority to not accept referrals that go beyond funding available through this Contract.

Contractor will subcontract with Service Providers who will determine on a case-by-case basis services to be provided based on the needs and status of each Patient, and may include any of the following:

Clinical Services:

- A Comprehensive clinical assessment: a major evaluation of the Patient including a clinical assessment, ASAM (American Society of Addiction Medicine) criteria, current DSM (Diagnostic and Statistical Manual of Mental Disorders,) diagnosis, and a Patient-centered plan. This assessment will include all documentation and steps required by State and Federal regulations regarding use of Suboxone or its generic components.
- A medical evaluation of the Patient by an MD/DO (Medical Doctor), which includes a comprehensive evaluation and history and physical.
- An initial meeting (staffing) between the Patient, evaluator, and MD to review Patient's care plan and induction prescription (may occur more than once as needed).
- A medical RPR (Rapid Plasma Reagin) including blood draw and full screening for STD's (Sexually Transmitted Diseases) including HIV (Human Immunodeficiency Virus), Hepatitis B, as well as Hepatitis C and TB (Tuberculosis) skin test.
- RN (Registered Nurse) oversight of induction phases, and LPN (Licensed Practical Nurse) supportive care during induction phases:
 - 1st induction phase requires 2-3 hours for both RN and LPN (4-6 hours total).
 - 2nd induction phase requires 1-2 hours for both RN and LPN (2-4 hours total).
 - 3rd induction phase requires 1-2 hours for both RN and LPN (2-4 hours total).

All induction phases require evaluation of Patient and coordination with MD.

- Dispensing Suboxone or generic equivalent dosages as prescribed, in available unit doses.

- Monthly activity reports (which must accompany a summary invoice) to Probation including individuals enrolled and date of referral and enrollment, services provided - sorted by enrollee by date and cost, and progress notes regarding treatment progress and compliance. Probation will then approve the invoiced services and forward the invoice to COUNTY's Office of Behavioral Health.
- Notification to Probation within 3 calendar days of any enrollee's no-show, failure to comply with treatment plans, or relapse, via email.

Support Services:

- Inclusion of each Patient in the Substance Treatment and Recovery Support program (STARS), designed to support and work in alignment with the Clinical Services and the Drug Court Program. STARS is an intensive outpatient program which integrates the Alcohol and Drug Treatment Matrix Model Program (Evidence Based) with "Process Based" emotional and behavioral shaping strategies to encourage participants to change self destructive thinking and behaviors. Additional outcomes include positively building onto their existing skill sets and empowering them to make choices that promote living healthier and more productive lifestyles.
- Inclusion in the STARS program will include education, counseling, and coaching in the following areas: establishing and maintaining sobriety; obeying rules and regulations of probation; appropriately following clinical treatment regimens; and the importance of successfully completing Drug Court and the STARS program.
- Additional education, counseling and coaching will include: decreasing the negative impact on families, in communities and at State and Federal levels, including the economic burden caused by opioid and other drug and alcohol abuses.
- The STARS program will address and track Patient progress throughout all stages of recovery.
- Patients will continue in the STARS program over four phases and will be taught and encouraged to apply what they have learned to their individual situations. The four STARS phases include:

Two treatment phases - Early Recovery Skills and Relapse Prevention

Two recovery phases - Living Healthy Recovery Lifestyles and Aftercare Program

- Graduates of the program will be strongly encouraged to participate as role models.
- For each Patient, inclusion in the STARS program will include:

Attendance at group meetings a minimum of three (3) times per week with other STARS program participants; and Individual sessions with a Licensed Independent Substance Abuse Counselor (LISAC), who is trained in the STARS model, at least once every two weeks.

Graduates of the program will attend a graduation ceremony and dinner to share their success in the program with others.

- Ongoing recovery maintenance services for Patients who graduate from the program will be provided on an individualized basis separate from this Contract, priced on a sliding fee scale and paid by Patients.
- Monthly activity reports (which must accompany a summary invoice) to Probation including individuals enrolled and date of referral and enrollment, services provided - sorted by enrollee by date and cost, and progress notes regarding treatment progress and compliance. Probation will then approve the invoiced services and forward the invoice to COUNTY's Office of Behavioral Health.
- Notification to Probation within 3 calendar days of any enrollee's no-show, failure to comply with treatment plans, or relapse, via email.

Exhibit B: Pricing and Compensation

By the 30th of each month, CONTRACTOR will invoice Pima County Adult Probation (Probation) for services provided the preceding month, listed by Patient. Probation will review each invoice and forward to Office of Behavioral Health to process payment within ten days for all undisputed amounts. Any amounts disputed by Probation will be processed within ten days of resolution of the dispute.

Clinical Services

Comprehensive clinical assessment, per Patient, one time per Patient	\$225.00
Medical evaluation of the Patient by an MD, per Patient, one time per Patient	\$292.00
Initial meeting (staffing) between the Patient, evaluator, and MD, per hour, may occur more than once if clinically indicated	\$60.00
Medical RPR and related blood tests for STDs and other conditions, per Patient, one time per Patient	\$162.00
RN induction oversight, per hour, per Patient, hours may vary from Patient to Patient, typically up to 7 hours per Patient	\$40.00
LPN induction supportive care, per Patient, hours may vary from Patient to Patient, typically up to 7 hours per Patient	\$21.00
Induction services and supplies including consultation with MD, one time per Patient, Induction Phase 1	\$357.00
Induction services and supplies including consultation with MD, one time per Patient, Induction Phase 2	\$239.00
Induction services and supplies including consultation with MD, one time per Patient, Induction Phase 3	\$139.00
Suboxone or generic equivalent, per 2 mg dose, as prescribed, and perhaps in conjunction with the below totaling ≤ 18 mg per dose, multiple times per Patient	\$9.11
Suboxone or generic equivalent, per 8 mg dose, as prescribed, and perhaps in conjunction with the below totaling ≤ 18 mg per dose, multiple times per Patient	\$12.82

Exhibit B: Pricing and Compensation

Support Services

Inclusion in STARS group sessions, up to 2 hours per meeting, up to 4 times per week, per meeting, per Patient	\$26.25
Inclusion in STARS individual sessions with a LISAC, per Patient, per hour, at least once every two weeks as indicated	\$60.00
STARS program materials and supplies cost, per Patient, one time only	\$25.00
Graduation ceremony cost, per Patient, one time only	\$25.00