



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

Award  Contract  Grant

Requested Board Meeting Date: 12/17/19

\* = *Mandatory, information must be provided*

or Procurement Director Award

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

Avertest, LLC d/b/a/ Averhealth

**\*Project Title/Description:**

Tucson/Pima County Problem Solving Court Initiative

**\*Purpose:**

To provide participants treatment services from our SAMSHA Drug Courts, Substance Abuse and Mental Health Services Administration Center for Substance Abuse Treatment grants.

**\*Procurement Method:**

Direct Select per Board of Supervisors Policy D29.6, III-C.

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

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

**\*Public Benefit:**

The DTAP program reduces recidivism, saves millions of taxpayer dollars, saves lives and reunites families.

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

Pima County Attorney's Office will be reviewing and approving invoices to monitor services provided under this agreement required to meet the needs of the program.

**\*Retroactive:**

Yes, due to delays in obtaining signatures we were not able to meet the deadlines for the Board of Supervisors Meeting.

PROJ/PP/11/19PM0312

To: CoB - 12-12-19

Ver. - 1

Pgs - 14  
(1) Addendum

### Contract / Award Information

Document Type: CT Department Code: PCA Contract Number (i.e., 15-123): CT20\*155  
Effective Date: 11/01/2019 Termination Date: 10/31/2020 Prior Contract Number (Synergen/CMS):  
 Expense Amount: \$\* 80,000.00 *28 Hb*  Revenue Amount: \$ \_\_\_\_\_

\*Funding Source(s) required: Federal - DTAP SAMHSA

Funding from General Fund?  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

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

If Yes, is the Contract to a vendor or subrecipient? *Vendor*

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.: \_\_\_\_\_

Effective 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): \_\_\_\_\_

Effective 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: Nancy Nares

Department: Pima County Attorney's Office Telephone: 520-724-8582

Department Director Signature/Date: *Dave Smith 11/20/19*

Deputy County Administrator Signature/Date: \_\_\_\_\_

County Administrator Signature/Date: *CD Jolley 11/20/19*  
(Required for Board Agenda/Addendum Items)



## Pima County Attorney's Office

32 North Stone Avenue

Suite 1400

**Tucson, Arizona 85701-1412**

Phone (520) 740-5600

Fax (520) 740-5585

[www.pcao.pima.gov](http://www.pcao.pima.gov)

**Barbara LaWall**

Pima County Attorney

### **MEMORANDUM**

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**TO:** C.H. Huckelberry  
County Administrator

**FROM:** David Smutzer *TDAS*  
Legal Administrator

**DATE:** December 3, 2019

**RE:** Professional Services Contract with Avertest LLC dba Averhealth

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Pursuant to Procurement Policy D. 29.6 subsection C. Direct Selection, the County Attorney is requesting approval to enter into an agreement with Avertest LLC dba Averhealth to provide participants treatment services from our SAMSHA Drug Courts, Substance Abuse and Mental Health Services Administration Center for Substance Abuse Treatment grants.

The amount of this contract is a total of \$80,000. This contract will be funded through DTAP SAMSHA Drug Court and U.S. Department of Justice - Office of Justice Programs.

APPROVED:

*C. Huckelberry*  
C.H. Huckelberry

*12/4/19*  
Date

xc: Amelia Cramer, County Deputy Attorney

Attachment

**Pima County Attorney's Office**

**Project: Tucson/Pima County Problem Solving Court Initiative**

**Contractor: Avertest, LLC d/b/a Averhealth**  
**2916 W. Marshall Street, Suite A**  
**Richmond, VA 23230**

**Amount: \$80,000.00**

**Contract No: CT-PCA-20-155**

**Funding: Drug Treatment Alternative to Prison Program (DTAP) SAMHSA**

**PROFESSIONAL SERVICES CONTRACT**

**1. Parties, Background and Purpose.**

- 1.1. **Parties.** This Contract is between Pima County, a body politic and corporate of the State of Arizona ("County"), and Avertest, LLC d/b/a Averhealth ("Contractor").
- 1.2. **Authority.** County selected Contractor pursuant to and consistent with the Board of Supervisors Policy D29.6, III. (c).

**2. Term.**

- 2.1. **Original Term.** This Contract is effective for a one-year period commencing on November 1, 2019 (the "Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised Extension Options.
- 2.2. **Extension Options.** County may renew this Contract for up to four (4) additional periods of up to 1 year each (each an "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.
3. **Scope of Services.** Contractor will provide County with the services described in **Exhibit A** (2 pages), at the dates and times described on **Exhibit A** or, if **Exhibit A** contains no dates or time frames, then upon demand. The Services must comply with all requirements and specifications in the Solicitation.

**4. Compensation and Payment.**

- 4.1. **Rates; Adjustment.** County will pay Contractor at the rates set forth in **Exhibit B** (1 page). Those rates will remain in effect during an Extension Option period unless Contractor, at least 90 days before the end of the then-existing Term, or at the time the County informs Contractor that the County intends to extend the Term, if that is earlier, notifies County in writing of any adjustments to those rates, and the reasons for the adjustments.
- 4.2. **Maximum Payment Amount.** County's total payments to Contractor under this Contract, including any sales taxes, may not exceed \$80,000.00 [per year] (the "NTE Amount"). The NTE Amount can only be changed by a formal written amendment executed by the Parties. Contractor is not required to provide any services, payment for which will cause

the County's total payments under this Contract to exceed the NTE Amount; if Contractor does so, it is at the Contractor's own risk.

- 4.3. **Sales Taxes.** The payment amounts or rates in **Exhibit B** do not include sales taxes. Contractor may invoice County for sales taxes that Contractor is required to pay under this Contract. Contractor will show sales taxes as a separate line item on invoices.
- 4.4. **Timing of Invoices.** Contractor will invoice County on a monthly basis unless a different billing period is set forth in **Exhibit B**. County must receive invoices no more than 30 days after the end of the billing period in which Contractor delivered the invoiced products or services to County. County may refuse to pay for any product or service for which Contractor does not timely invoice the County and, pursuant to A.R.S. § 11-622(C), will not pay for any product or service invoiced more than 6-months late.
- 4.5. **Content of Invoices.** Contractor will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item.
- 4.6. **Invoice Adjustments.** County may, at any time during the Term and during the retention period set forth in Section 21 below, question any payment under this Contract. If County raises a question about the propriety of a past payment, Contractor will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Contractor under this or any other contract between County and Contractor. Contractor will promptly pay to County any overpayment that County cannot recover by set-off.

5. **Insurance.** Contractor 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 Contract have been met. The below Insurance Requirements are minimum requirements for this Contract and in no way limit Contractor's indemnity obligations under this Contract. The County in no way warrants that the required insurance is sufficient to protect the Contractor for liabilities that may arise from or relate to this Contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

5.1. **Insurance Coverages and Limits:**

- 5.1.1. **Minimum Scope and Limits of Insurance:** Contractor shall procure and maintain, until all of their obligations have been discharged, coverage with limits of liability not less than those stated below.
  - 5.1.1.1. **Commercial General Liability (CGL)** – Occurrence Form with limits not less than \$1,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include cover for liability arising from premises, operations, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations. Any standard coverages excluded from the CGL policy, such as products/completed operations, etc. shall be covered by endorsement or separate policy and documented on the Certificates of Insurance.
  - 5.1.1.2. **Business Automobile Liability** – Coverage for bodily injury and property damage on any owned, leased, hired, and/or non-owned autos assigned to or used in

the performance of this Contract with minimum limits not less than \$1,000,000 Each Accident.

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

5.1.1.4. Professional Liability (E & O) Insurance – This insurance is required for work from professionals whose coverage is excluded from the above CGL policy. The policy limits shall be not less than \$1,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance shall cover professional misconduct or negligent acts of anyone performing any services under this contract.

5.1.1.5. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Contractor shall warrant that continuous coverage will be maintained as outlined under "Additional Insurance Requirements – Claims-Made Coverage" located in the next section.

5.2. Additional Insurance Requirements:

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

5.2.1 **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 Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

5.2.2 **Additional Insured Endorsement:** The General Liability, Business Automobile Liability and Technology E&O Policies shall each be endorsed to include Pima County, its departments, districts, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

5.2.3 **Subrogation Endorsement:** The General Liability, Business Automobile Liability, Workers' Compensation and Technology E&O Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

5.2.4 **Primary Insurance Endorsement:** The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by Pima County, its agents, officials, employees or Pima County shall be excess and not contributory insurance.

5.2.5 The Required Insurance policies may not obligate the County to pay any portion of a Contractor's deductible or Self Insurance Retention (SIR). Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

5.2.6 **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.

5.2.7 **Subcontractors:** Contractor 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. Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

5.3 **Notice of Cancellation:**

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to Pima County, within two (2) business days of receipt of notice, if a policy is suspended, voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand-delivered or sent by facsimile transmission to the Pima County Contracting Representative. Notice shall include the Pima County project or contract number and project description.

5.4 **Verification of Coverage:**

- 5.4.1 Contractor shall furnish Pima County with certificates of insurance (valid ACORD form or equivalent approved by Pima County) as required by this Contract. An authorized representative of the insurer shall sign the certificates.
- 5.4.2 All certificates and endorsements, as required by this written agreement, are to be received and approved by Pima County before work commences. Each insurance policy required by this Contract must be in effect 10 days prior to work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- 5.4.3 All certificates required by this Contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include the Pima County project or contract number and project description on the certificate. Pima County reserves the right to require complete copies of all insurance policies required by this Contract at any time.
- 5.4.4 Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for the County and its departments, officials and employees. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.

5.5 **Approval and Modifications:**

Pima County Risk Management reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action. 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 Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

6. **Indemnification.** To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of

each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.

**7. Laws and Regulations.**

- 7.1. **Compliance with Laws.** Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.
- 7.2. **Licensing.** Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.
- 7.3. **Choice of Law; Venue.** The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.
8. **Independent Contractor.** Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.
9. **Subcontractors.** Contractor is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts any of them may be liable, to the same extent that the Contractor is responsible for the acts and omissions of its own employees. Nothing in this Contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.
10. **Assignment.** Contractor may not assign its rights or obligations under this Contract, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.
11. **Non-Discrimination.** Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

12. **Americans with Disabilities Act.** Contractor will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
13. **Authority to Contract.** Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.
14. **Full and Complete Performance.** The failure of either party to insist, in one or more instances, upon the other party's full and complete performance under this Contract, or to take any action based on the other party's failure to fully and completely perform, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.
15. **Cancellation for Conflict of Interest.** This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.
16. **Termination by County.**
  - 16.1. **Without Cause.** County may terminate this Contract at any time, with or without cause, by serving a written notice upon Contractor at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Contractor will be payment for services rendered prior to the date of termination.
  - 16.2. **With Cause.** County may terminate this Contract at any time without advance notice and without further obligation to County when County finds Contractor to be in default of any provision of this Contract.
  - 16.3. **Non-Appropriation.** Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Contractor, other than to pay for services rendered prior to termination.
17. **Notice.** Any notice required or permitted to be given under this Contract must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

County:	Contractor:
Attn: David Smutzer Pima County Attorney's Office 32 N. Stone Avenue, Suite 1900 Tucson, Arizona 85701 520-724-8592	Attn: Jason Herzog, CEO Avertest, LLC d/b/a Averhealth 2916 W. Marshall Street, Suite A Richmond, Virginia 23230 804-977-0443
18. **Non-Exclusive Contract.** Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.

19. **Remedies.** Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.
20. **Severability.** Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.
21. **Books and Records.** Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this Contract for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.
22. **Public Records.**
  - 22.1. **Disclosure.** 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 documents submitted in response to the solicitation resulting in award of this Contract, 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.
  - 22.2. **Records Marked Confidential; Notice and Protective Order.** If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. 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.
23. **Legal Arizona Workers Act Compliance.**
  - 23.1. **Compliance with Immigration Laws.** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws.
  - 23.2. **Books & Records.** County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
  - 23.3. **Remedies for Breach of Warranty.** Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to

penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.

23.4. **Subcontractors.** Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 24 by including a provision in each subcontract substantially in the following form:

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

24. **Grant Compliance.** Contractor agrees to comply with all requirements in Appendix 1.

25. **Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract 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.

26. **Amendment.** The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.

27. **Entire Agreement.** This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

PIMA COUNTY

Chairman, Board of Supervisors

Date

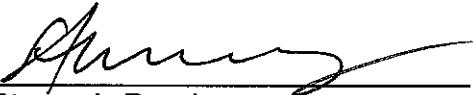
ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM

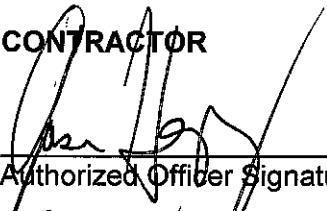
Deputy County Attorney

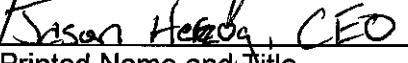
  
Stacey A. Roseberry

12/3/19

Date

CONTRACTOR

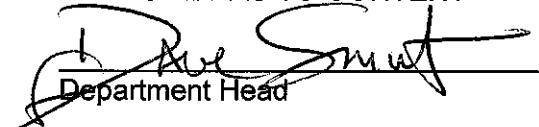
  
Authorized Officer Signature

  
Printed Name and Title

12/10/19

Date

APPROVED AS TO CONTENT

  
Ave Smith  
Department Head

12/13/19

Date

## EXHIBIT A

### Scope of Work

#### **BACKGROUND**

The Pima County Specialty Courts Initiative is a project originating from the Pima County Attorney's Office (PCAO) and is a collaboration with multiple partner criminal justice agencies. The goal of this initiative is to develop an integrated continuum combining effective court supervision with adequate treatment capacity for all those in our criminal justice system suffering from co-occurring mental health and substance use disorders, and to implement and/or expand specialty court programs at both the misdemeanor and felony levels that will utilize the accountability of the justice system to encourage and assist in individual's recovery. This initiative includes but is not limited to the felony Drug Treatment Alternative to Prison (DTAP), felony Drug Court, and misdemeanor Consolidated Misdemeanor Problem Solving (CMPS) Court programs.

One objective of the Problem Solving Courts Initiative is to partner with treatment and social services agencies to ensure the clinical and "whole person" needs of court participants are addressed, and court programs coordinate with therapeutic interventions. When Medicaid-funding is not available, grant funding may be utilized to support these clinical needs, depending on medical necessity and funding availability. Grant and other funding may also be utilized to provide: wrap-around recovery resources (including but not limited to supportive housing, transportation, vision care, dental care, clothing, food, and other similar items/services), staff to provide case management and resource/treatment coordination, peer support, assessment tools, database management, drug testing, education or employment assistance, training, and other goods or services as permitted by funder regulations and funding availability.

In conjunction with treatment and wrap-around recovery resources, each specialty court program includes court supervision. In addition to routine compliance hearings, community supervision (i.e. probation, case management and/or other forms of supervision) and standard compliance conditions, participants will be required to participate in random drug testing.

#### **PURPOSE**

PCAO, via funding obtained to support the Specialty Courts Initiative, will contract with Averhealth (hereafter referred to as "Contractor") to provide drug testing to participants in the Drug Treatment Alternative to Prison (DTAP) and Consolidated Misdemeanor Problem Solving (CMPS) specialty court programs.

#### **RESPONSIBILITES OF PCAO**

PCAO, or its designee (where appropriate), responsibilities are as follows:

1. Train specialty court team members on drug testing protocol;
2. Facilitate transportation to Contractor facilities (if necessary) and orient participants to Contractor's drug testing protocol;
3. Enter new participants into Contractor's online database to begin testing;
4. Establish testing frequency and panels (either standard or specialized) for participants;

5. Coordinate with Contractor regarding participants who may require testing accommodations due to serious mental health and/or trauma concerns;
6. Reimburse Contractor drug testing services (at Pima County Adult Probation's negotiated rate);
7. Submit authorization and request for payment to the Pima County Finance Department within 30 days of receiving invoice from Contractor; and
8. Monitor contract compliance of Contractor.

## **RESPONSIBILITES OF CONTRACTOR**

Contractor responsibilities are as follows:

1. Provide drug testing services to participants in DTAP and CMPS Court program (and additional programs, if added at a later date);
2. Notify PCAO and other specialty court team members of positive tests (using Contractor's standard operating procedures);
3. Where appropriate, adhere to drug testing best practice standards established by the National Association of Drug Court Professionals (NADCP; See Standard XII for additional information);
4. Maintain licensure and accreditation with Centers for Medicare & Medicaid Services); any changes to licensure/accreditation shall be reported to PCAO within 2 business days; and
5. Invoice PCAO on a monthly basis. Invoices will include: name of participant, which specialty court program the individual is assigned (i.e. DTAP, CMPS, etc) and testing panel(s) provided.

## **FUNDING**

Funding sources for the services outlined in this contract are a SAMHSA Adult Treatment Drug Court Grant and a BJA Justice and Mental Health Collaboration Grant; state and local funding may also be contributed if available.

## EXHIBIT B

### Budget, Compensation & Payment

The annual contract maximum is \$80,000.00. Contractor will bill PCAO for participants in DTAP and CMPS court programs (and other courts, if added at a later date) at rates negotiated by Pima County Adult Probation. Payments will be made based on Contractor actual expenditures; supporting documentation is required for reimbursement. Invoices shall include participant names, specialty court program to which individual is assigned (DTAP, CMPS, etc), number and type of panels administered, and cost for each test.

PCAO must receive invoices no more than 30 days from the date of service delivery. Payment for late submissions may be withheld at PCAO discretion; PCAO may refuse to pay for any service for which Contractor does not timely invoice PCAO, and pursuant to A.R.S. § 11-622, will not pay for any service invoiced more than 6-months late.

## APPENDIX 1

### **BASIC CLAUSES FOR FEDERALLY-FUNDED PURCHASES/CONTRACTS**

1. Contractor may be subject to awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract (*see* 37 CFR Part 401).
2. Contractor must comply with applicable standards, orders or requirements issued under:
  - 2.1. Health and Human Services, Grants Policy Statement including all applicable Public Policy Requirements;
  - 2.2. Clean Air Act (42 USC 7401-7671q);
  - 2.3. Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended.
3. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (*see* 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
4. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
5. Contractor may be required to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the

Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

6. Contractor may be required to comply with awarding agency requirements and regulations pertaining to reporting.
7. Contractor may be required to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat 871) as amended.