



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 08/06/2019

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Community Bridges, Inc.

***Project Title/Description:**

Tucson/Pima County Consolidated Misdemeanor Problem Solving Court Initiative.

***Purpose:**

Contractor will provide to the CMPS Court program assessment, case management, treatment coordination, peer support, and facilitate wrap-around resources, and will also maintain data reflecting the services provided for each individual CMPS Court participant.

***Procurement Method:**

Direct Select. D 29.6 III. - C.

***Program Goals/Predicted Outcomes:**

To reduce substance abuse and co-occurring disorders among individuals in the justice system.

***Public Benefit:**

The Specialty Courts Initiative reduces recidivism, saves millions of taxpayer dollars, saves lives and reunites families. Breaking the cycle of incarceration will also improve community safety and reduce victimization.

***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. To remain in compliance with the U.S. Dept. of Justice (DOJ) Grant time line, the Consolidated Misdemeanor Problem Solving Court pilot phase had to be implemented starting March 1st. The contract was delayed due to the DOJ budget being reviewed by the Grantor which is still currently pending approval.

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(1)

Contract / Award InformationDocument Type: CT Department Code: PCA ☒ Contract Number (i.e., 15-123): 19-506Effective Date: 03/01/2019 Termination Date: 02/29/2020 Prior Contract Number (Synergen/CMS): _____☒ Expense Amount: \$* 150,000.00 ☐ Revenue Amount: \$ _____***Funding Source(s) required:** (DOJ) U.S. Dept. of Justice (\$115,000), (SAMHSA) Substance Abuse and Mental Health Services (\$34,000) and (AOC) Administrative Office of the Courts (\$1,000)Funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____Contract is fully or partially funded with Federal Funds? ☒ Yes ☐ NoIf Yes, is the Contract to a vendor or subrecipient? No.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 22-73.***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: Rozana VillanesDepartment: County AttorneyTelephone: 724-5631Department Director Signature/Date: [Signature] 6/25/19Deputy County Administrator Signature/Date: [Signature] 7/1/19County Administrator Signature/Date: [Signature] 7/1/19
(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

Barbara LaWall

Pima County Attorney

MEMORANDUM

TO: C.H. Huckelberry
County Administrator

FROM: David Smutzer 
Legal Administrator

DATE: June 14, 2019

RE: Professional Services Contract with Community Bridges, Inc (CBI)

Pursuant to Board of Supervisors Policy D. 29.6 Section III (C), Direct Selection, the County Attorney is requesting approval to enter into a new contract agreement with Community Bridges, Inc (CBI), which will provide services and resources to participants within the Consolidated Misdemeanor Problem Solving (CMPS) Court.

In the Specialty Courts Initiative, various court programs will work with community treatment providers to establish medical necessity for treatment services. Those programs will prioritize Medicaid-funded treatment options. However, not all resource and functions are eligible for Medicaid reimbursement. As a result, the Pima County Attorney's Office (PCAO) has grant funding available to contract with a qualified vendor in the treatment community to provide these services.

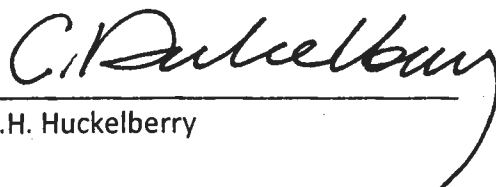
The County Attorney has determined that CBI is the most qualified agency to provide assessment, case management, wrap-around recovery resources, and peer support for the following reasons:

1. CBI has unique expertise in treatment of the criminal justice population; it currently has a contract with PCAO for the clinical supervision of participants in the felony drug diversion program, is a treatment partner with the DTAP program, partners with Tucson Police Department to provide clinicians as co-responders with the Mental Health Support Team (MHST), and also has a contract with federal pretrial and federal probation for criminal justice/clinical supervision.

2. CBI staff received extensive training during the development of the CMPS court training and implementation process, including a three-day training by the National Drug Court Institute, and helped guide the development of the program,
3. CBI has a proven track record of success for participants in the DTAP and felony drug diversion programs, as well as with the "high-utilizer" jail population.
4. The PCAO has an exigent need to procure these services for the participants of the new CMPS Court program, who require case management, peer support, and wrap-around services and CBI can provide the necessary services within the existing time restrictions.

The amount of this contract is a total of \$150,000, which will be paid for through federal grant funding.

APPROVED:


C.H. Huckelberry

6/14/19
Date

xc: Barbara LaWall, Pima County Attorney
Amelia Cramer, Chief Deputy
Kate Lawson, Director of Specialty Court Initiatives

Pima County Attorney's Office

Project: Tucson/Pima County Consolidated Misdemeanor Problem Solving Court Initiative

Contractor: Community Bridges, Inc.

1855 W. Baseline Road
Suite 101
Mesa, Arizona 85202

Amount: \$150,000.00

Contract No.: CT-PCA-19-506

Funding: U.S. Dept. of Justice (DOJ), Substance Abuse and Mental Health Services (SAMHSA) Treatment Drug Courts & Administrative Office of the Courts (AOC)

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 Community Bridges, Inc. ("Contractor").

1.2. Authority. County selected Contractor pursuant to and consistent with Board of Supervisors Policy D29.6, III. (c)

2. Term.

2.1. Original Term. This Contract is retroactively effective for a one-year period commencing on March 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** (pages 10-13), 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. Key Personnel. Contractor will employ suitably trained and skilled professional personnel to perform all consultant services under this Contract. Prior to changing any key personnel, especially those key personnel County relied upon in making this Contract, Contractor will obtain the approval of County.

5. Compensation and Payment.

5.1. Rates; Adjustment. County will pay Contractor at the rates set forth in **Exhibit B** (page 14). 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.

- 5.2. Maximum Payment Amount. County's total payments to Contractor under this Contract, including any sales taxes, may not exceed \$150,000.00 [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.
- 5.3. 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.
- 5.4. 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.
- 5.5. Content of Invoices. Contractor will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item.
- 5.6. Invoice Adjustments. County may, at any time during the Term and during the retention period set forth in Section 22 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.
6. **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.
 - 6.1. Insurance Coverages and Limits:
 - 6.1.1. 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.
 - 6.1.1.1. Commercial General Liability (CGL) – Occurrence Form with limits not less than \$2,000,000 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.

6.1.1.2. 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.

6.1.1.3. 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.

6.1.1.4. 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 \$2,000,000 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.

6.1.1.5. 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.

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

6.2.2 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.

6.2.3 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.

6.2.4 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.

- 6.2.5 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.
- 6.2.6 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.
- 6.2.7 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.
- 6.3 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.
- 6.4 Verification of Coverage:
 - 6.4.1 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.
 - 6.4.2 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.
 - 6.4.3 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.
 - 6.4.4 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.

6.5 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.

7. **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.

8. Laws and Regulations.

8.1. Compliance with Laws. Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.

8.2. Licensing. Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.

8.3. 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.

9. **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.

10. **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.

11. **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.
12. **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.
13. **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.
14. **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.
15. **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.
16. **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.
17. **Termination by County.**
 - 17.1. 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.
 - 17.2. 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.
 - 17.3. 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.

18. **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:
David Smutzer, Legal Administrator
Pima County Attorney's Office
32 N. Stone Avenue 19th floor
Tucson, AZ 85701
(520) 724-5600

Contractor:
John Hogeboom, CEO
Community Bridges, Inc.
1855 W. Baseline Road
Suite 101
Mesa, Arizona 85202
(480) 831-7566

19. **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.
20. **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.
21. **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.
22. **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.
23. **Public Records.**
- 23.1. 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.
- 23.2. 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.

24. Legal Arizona Workers Act Compliance.

- 24.1. 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.
- 24.2. 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.
- 24.3. 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.
- 24.4. 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."

25. **Grant Compliance.** At no additional cost to County, Contractor agrees to comply with all relevant requirements of the U.S. Department of Justice - Office of Justice Program and Department of Health and Human Services - SAMHSA Treatment Drug Courts, under which this contract is funded.
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

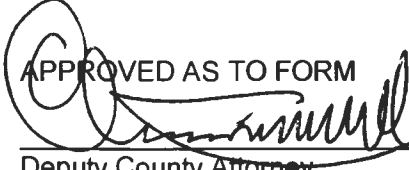
Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM


Deputy County Attorney

CHRISTOPHER STRAUB

Print DCA Name

Date

CONTRACTOR


Authorized Officer Signature

John Hogeboom CEO
Printed Name and Title

4/17/19
Date

APPROVED AS TO CONTENT


Department Head

6/22/19
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.

PURPOSE

PCAO, via funding obtained to support the Specialty Courts Initiative, will contract with Community Bridges, Inc. (hereafter referred to Contractor) to provide staff, goods, and services for the specialty court programs in Pima County. The primary focus of this contract is for Contractor to: provide staff, facilitate treatment, and coordinate wrap-around resources for the CMPS Court program participants. Contractor will provide to the CMPS Court program assessment, case management, treatment coordination, peer support, and facilitate wrap-around resources, and will also maintain data reflecting the services provided for each individual CMPS Court participant.

RESPONSIBILITIES OF PCAO

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

1. Work with Contractor to establish mutually agreed upon policies and protocols for a standard program operating procedure, to include assessment, intake and orientation, on-going case management, treatment coordination, and court participation;
2. Facilitate identification of and referral process for potential participants and notify Contractor of names (and other demographic information, as needed and available) of individuals referred to Contractor for assessment:

3. Coordinate with Contractor's intake coordinator to determine bed space availability, date of intake, and benefits coordination (if applicable);
4. Communicate regularly (directly or by designee) the status of the specialty court participant's progress in court program and any legal issues that may be relevant;
5. Ensure that caseload remains of manageable size given number of contracted staff;
6. Reimburse Contractor for the provision of a Moral Reconation Therapy (MRT) certified training;
7. Reimburse Contractor for other mutually-agreed upon trainings, such as Motivational Interviewing and Seeking Safety;
8. Reimburse Contractor for costs associated with the training, implementation, and use of a statistically validated criminogenic risk assessment tool (assessment tool selection will be made by CMPS Court Steering Committee);
9. Reimburse Contractor for (1) laptop, and monthly cell phone and data plan;
10. Reimburse Contractor for mileage and other associated travel costs for purpose of transporting participants;
11. Reimburse Contractor for approved wrap-around recovery resources (*see* Exhibit B for this authorization and reimbursement process);
12. Submit authorization and request for payment to the Pima County Finance Department within 30 days of receiving invoice from Contractor; and
13. Monitor contract compliance of Contractor.

RESPONSIBILITIES OF CONTRACTOR

Contractor responsibilities are as follows:

1. Adhere to evidence-based best practice standards in therapeutic interventions, such as Motivational Interviewing, as well as best practice standards established by the National Association of Drug Court Professionals (NADCP);
2. Obtain CMPS release-of-information authorization from participants (if not already acquired) as well as any releases specific to Contractor needed to permit fluid communication with CMPS Court team regarding participant compliance and progress in treatment;
3. Provide 1.0 FTE Court Case Coordinator dedicated to CMPS court participants, with the following responsibilities:
 - a. For individuals referred to CMPS Court (utilizing approved procedure), conduct assessment including (but not limited to) level of care placement (i.e. ASAM) and criminogenic assessments within three (3) business days of referral; these assessments may occur in the community, at Contractor's facility, or at the jail (if individual is detained);
 - b. Provide brief program overview of the CMPS Court to each referred individual;
 - c. Determine if each referred individual meets clinical and criminogenic appropriateness for CMPS Court (based on objective, pre-determined criteria) and forward recommendation and brief summary to CMPS Court team for final approval of program acceptance within five (5) business days of initial referral;
 - d. If a referred individual is accepted into CMPS Court as a participant, enroll that participant into Medicaid (if not already enrolled), coordinate treatment placement based on medical necessity (if has not already occurred), if not currently enrolled with a treatment provider, enroll with Contractor for comprehensive behavioral health treatment services;

- e. Maintain regular contact with each participant in accordance with phase requirements and unique participant needs, to include visits in the office, their place of residence, and/or the community as appropriate (and safe to do so), and be available for emergency contact 24/7;
 - f. Work with CMPS Court team to draft court case plan for each participant (separate from treatment plan);
 - g. Document assistance and referrals made for each participant (i.e. Homeless Management Information System – HMIS);
 - h. Coordinate with each participant's existing treatment providers and/or identify additional treatment providers, ensure continuity of care between each treatment provider, and report treatment compliance information to the court in the event that treatment provider is not present for court staffings or court hearings;
 - i. Provide compliance information for each participant to CMPS Court team for each court hearing; attend all CMPS Court staffings and hearings;
 - j. Purchase (or facilitate through other funding resources) wrap-around recovery resources for CMPS Court participants, and other specialty court participants on special occasions;
 - k. Provide or facilitate transportation for participants to court, treatment, and other identified activities;
 - l. Identify potential housing resources, and coordinate with various housing programs, to assist individual participants in obtaining safe, long-term, stable housing; grant funding may be utilized to provide short-term housing if other resources are not available;
 - m. Assist participant in obtaining identification (i.e. birth certificate, state ID, driver's license); approved expenses incurred by Contractor to receive identification will be reimbursed by PCAO;
 - n. Update CMPS Court database daily with participant information (i.e. compliance, updates, and relevant background information as available).
- 4. Provide 1.0 FTE Peer Mentor dedicated to CMPS court participants who will:
 - a. Assist Court Case Coordinator with enrollment and outreach activities;
 - b. Provide peer support to CMPS court participants or potential participants; and
 - c. Be available for emergency assistance 24/7.
 - 5. Individuals hired or appointed by Contractor for the positions listed above will be selected with input from PCAO and the CMPS Court team; Contractor will ensure these individuals meet appropriate licensure requirements and have adequate training; if concerns arise regarding staff, Contractor agrees to take corrective action with the employee and/or remove the employee from the program if appropriate;
 - 6. Procure incentive items (using required reimbursement process) as recommended by CMPS Court team and approved by PCAO;
 - 7. Complete a GPRA (Government Performance and Results Act) assessment for each participant who receives grant-funded resources at intake, six months, and program discharge (for a total of three (3) assessments per participant);
 - 8. Document referrals (assessment results, basic demographic information, etc.) and participant information into the court case management database (currently selected program is the Drug Court Information Management System aka DIMS), as well as internal documentation and tracking as required;

9. Communicate regularly with PCAO and CMPS Court team, providing timely updates on urgent situations to include change of housing, etc.; alert team (to include Tucson Police Department Mental Health Support Team liaison) regarding crisis situations or concerns regarding dangerousness in the community;
10. Facilitate a training for MRT, and other trainings mutually agreed upon and to the extent funding is available;
11. Procure a statistically validated criminogenic assessment tool (i.e. ORAS, or other tool recommended by best practice standards), facilitate training for multiple system partners in addition to CBI staff to receive certification in the assessment tool, and pay other associated costs related to implementation and ongoing use of the assessment tool (to be reimbursed by PCAO utilizing approval process outlined in Exhibit B);
12. Coordinate with Outside Evaluator and provide data necessary for grant reporting requirements and program outcome assessment (in accordance with confidentiality requirements);
13. Maintain licensure and accreditation with Arizona Department of Health Services (ADHS); any changes to licensure/accreditation shall be reported to PCAO within 2 business days; and
14. Invoice PCAO on a monthly basis. Invoices will include: name of participant, dates of service within the invoiced month for each participant, and itemization of any specific goods/services purchased for the participant (along with prior authorization from PCAO and receipt for item).

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

Cost	Notes	Amount
1.0 FTE Court Case Manager	Includes ERE and annual on-call stipend	\$ 52,000
1.0 FTE Court Peer Navigator	Includes ERE and annual on-call stipend	\$ 45,000
Staffing Subtotal		\$ 97,000
Admin Fee		\$ 7,700
Travel Reimbursement	Inclusive of lease, insurance and fuel	\$ 8,000
Operating Cost	Laptop, Cell phone + plan, HMIS	\$ 7,500
Administration of Team Training	Moral Recognition Therapy (MRT), etc	\$ 9,800
Wrap-Around Recovery Resources	Bus passes, IDs, incentives, etc.	\$ 20,000
Other Costs Subtotal		\$ 45,300
Total Contract Maximum		\$ 150,000

Line items are estimates only, Contractor may use reasonable discretion to deviate from projected figures as long as the total amount invoiced does not exceed the contract maximum. Payments will be made based on Contractor actual expenditures; supporting documentation is required for reimbursement of each cost-type.

Per grant requirements, remuneration for employee salaries is for actual Contractor expenditure in accordance with the contract. Contractor shall include supporting documentation to verify hours worked during invoiced period and amount paid to employees, based on official accounting records, which will be maintained for purposes of audit. Employees paid for with grant funding may not also bill for Medicaid-covered services. Grant-funded staff are dedicated only to Specialty Courts programs and the activities outlined in this scope of work; other duties may be added if mutually agreed to by PCAO and Contractor.

In the event a participant does not have Medicaid funding and residential treatment is paid via grant funding, PCAO will follow reimbursement rates established by Pima County Adult Probation. The compensation schedule is currently set at \$85/day for residential treatment.

PCAO will reimburse Contractor for approved wrap-around resources, as permitted by funder regulations. The process of authorization for wrap-around resources is as follows:

1. Contractor will email PCAO Director of Specialty Courts Initiatives (or designee) to request authorization for the purchase.
2. After purchase, Contractor will submit with regular monthly invoice a copy of receipt for purchase(s), and copy of email authorization from Director of Specialty Courts (or designee).
3. Contractor may purchase "bulk" items (utilizing approval process above) such as gift cards, toiletries kits, etc. and will maintain a record of the distribution of these items.

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.