



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 6/22/2021

* = 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. Amendment #2 is to extend the contract for one year and add funding.

***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, we had to request budget changes with the grantor, SAMHSA, to accommodate the needed funding for this contract. The grantor's budget review process and response was longer than usual due to the COVID 19 pandemic.

TO: COB 6-17-2021 (1)
Vers.: 6
pgs.: 7

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Commencement Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount: \$ _____ ☐ Revenue Amount: \$ _____

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

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: CT Department Code: PCA Contract Number (i.e., 15-123): 19-506
Amendment No.: 2 AMS Version No.: 6
Commencement Date: 03/01/2021 New Termination Date: 02/28/2022
Prior Contract No. (Synergen/CMS): _____
☒ Expense or ☐ Revenue ☒ Increase ☐ Decrease Amount This Amendment: \$ 216,618.00
Is there revenue included? ☐ Yes ☒ No If Yes \$ _____
***Funding Source(s) required:** U.S. Dept. of Justice (DOJ) \$205,618.00, Substance Abuse and Mental Health Services (SAMHSA) \$10,000.00 and Administrative Office of the Courts (AOC) \$1,000.00
Funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards) ☐ Award ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____
Commencement Date: _____ Termination Date: _____ Amendment Number: _____
☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____
***All Funding Source(s) required:**
***Match funding from General Fund?** ☐ Yes ☐ No If Yes \$ _____ % _____
***Match funding from other sources?** ☐ Yes ☐ No If Yes \$ _____ % _____
***Funding Source:** _____

***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?** _____

Contact: Mahmoud Hourani
Department: County Attorney Telephone: 724-5282
Department Director Signature/Date: [Signature] 6-14-21
Deputy County Administrator Signature/Date: [Signature]
County Administrator Signature/Date: C. D. [Signature] 6/14/21
(Required for Board Agenda/Addendum Items)



DATE: 6/15/2021

TO: C.H. Huckelberry, County Administrator

FROM: Martha Durkin, Administrative Services Manager

Cc: Jan Leshner, Deputy County Administrator
Terri Spencer, Procurement Director

SUBJECT: Request for Direct Selection of Professional Services from Community Bridges, Inc. for Specialty Courts Initiative.

Pursuant to Board of Supervisors Policy D29.6 III.C – Direct Selection and Procurement Procedure No. PO-50, this memorandum seeks approval to select Community Bridges, Inc. to provide services and resources to participants within the Consolidated Misdemeanor Problem Solving (CMPS) Court.

1. Two 1.0 FTE Court Case Managers and one 1.0 FTE Peer Support Navigator will be assigned to provide services to CMPS Court participants as follows:
 - a. Administer evidence-based screening and assessments to determine eligibility and needs of potential CMPS Court participants.
 - b. 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.
 - c. Maintain regular contact with each participant in accordance with phase requirements and unique participant needs.
 - d. Document assistance and referrals made for each participant.
 - e. Coordinate with each participant's existing treatment providers and/or identify additional treatment providers, and ensure continuity of care.
 - f. Provide compliance information for each participant to CMPS Court team for each court hearing; attend all CMPS Court staffings and hearings.
 - g. Purchase (or facilitate through other funding resources) wrap-around recovery resources for CMPS Court participants.
 - h. Provide or facilitate transportation for participants to court, treatment, and other identified activities.
 - i. Identify potential housing resources, and coordinate with various housing programs, to assist individual participants in obtaining safe, long-term, stable housing.
 - j. Assist participant in obtaining identification (i.e., birth certificate, state ID, driver's license).

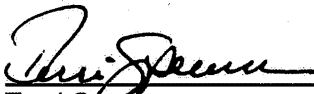
- k. Provide counseling and supportive treatment groups to CMPS Court participants including, but not limited to, MRT and Believe Recovery.

Background: 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 continue to provide these services for the participants of the grant funded 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.
5. CBI has been identified in our grant applications as the provider that will be funded and has now been providing these services since the start of the grant in January of 2019.


Requested Action: The Pima County Attorney's Office requests Community Bridges, Inc. to be selected for The Specialty Courts Initiative with a not to exceed amount of \$466,618.00 for a contract term of 1 year with the option to renew the contract for an additional 3 terms, each term having an amendment amount of \$250,000.00 pursuant to the Direct Select provisions of Board of Supervisors Policy D29.6, III-C.

Approved as to Form:


Terri Spencer
Procurement Director

Date: 6/16/2021

Direct Select Approved:


C.H. Huckelberry
County Administrator

Date: 6/17/21

Pima County Attorney's Office

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

Contractor: Community Bridges, Inc.

1855 W. Baseline Road, Suite 101
Mesa, Arizona 85202

Contract No.: CT- PCA- 19-506

Contract Amendment No.: 02

Orig. Contract Term: 03/01/2019- 02/29/2020	Orig. Amount:	\$150,000.00
Termination Date Prior Amendment: 02/28/2021	Prior Amendments Amount:	\$100,000.00
Termination Date This Amendment: 02/28/2022	This Amendment Amount:	\$216,618.00
	Revised Total Amount:	\$466,618.00

CONTRACT AMENDMENT

The parties agree to amend the above-referenced contract as follows:

1. Background and Purpose.

1.1. Background. On March 1, 2019, County and Contractor entered into the above referenced agreement for the Tucson/Pima County Consolidated Misdemeanor Problem Solving Courts Initiative

1.2. Purpose. County requires additional services from Contractor for the Initiative.

2. Term. The County is exercising the second extension option to renew the contract for one additional year commencing on March 1, 2021 and terminating on February 28, 2022. If the commencement date is before the Effective Date of this amendment, the parties will, for all purposes, deem the amendment to have been in effect as of the commencement date.

3. Maximum Payment Amount. County will pay Contractor at the rates set forth in amended Exhibit B-1(1 page), which replaces in its entirety Exhibit B attached to Amendment 1 and also replaces in its entirety Exhibit B to the original contract. In addition, the maximum amount the County will spend under this Contract, as set forth in section 5.2 is increased by \$205,618.00 from DTAP-JMHCP, \$10,000.00 from PCA-DTAP SAMHSA/CSAT and \$1,000.00 from Administration of Courts (AOC). County's total payments to Contractor under this contract, including any sales taxes, will not exceed \$466,618.00.

4. Scope of Services. The parties have revised the Scope of Services as described in the attached **Exhibit A-1**, which replaces Exhibit A in its entirety (4 pages).

5. **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.

All other provisions of the Contract not specifically changed by this Amendment remain in effect and are binding upon the parties.

PIMA COUNTY

CONTRACTOR

Chairman, Board of Supervisors

John Hogeboom
Chief Executive Officer

Date

6/10/2021

Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM

Stacey Roseberry
Deputy County Attorney

5/24/2021

Date

Martha Durkin
Administrative Services Manager

6-3-21

Date

EXHIBIT A-1 (4 pages)
Scope of Services
Commencement Date: March 01, 2021

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 Reconciliation 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 two 1.0 FTE Court Case Managers dedicated to CMPS court participants, with the following responsibilities:
 - a. For individuals referred to CMPS Court (utilizing approved procedure), conduct clinical eligibility screening and assessment including (but not limited to) level of care placement (i.e., ASAM or TCU) and criminogenic assessments within three (3) business days of completed screening from other CMPS team members (defense counsel, prosecution and law enforcement); 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 three (3) business days of clinical eligibility screening;
- 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. Complete a more in-depth needs assessment and work with CMPS Court team to draft a court case plan for each participant (separate from treatment plan);
 - g. Document assistance and referrals made for each participant (i.e., in the Homeless Management Information System – HMIS, DIMS database and other data systems as needed);
 - h. Coordinate with each participant's existing treatment providers and/or identify additional treatment providers, ensure continuity of care among 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. Provide counseling and supportive treatment groups to CMPS Court participants including, but not limited to, MRT and Believe Recovery.
 - o. 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 Manager 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. Identify and recommend participants for transitional housing and dental expense funding reimbursed by PCAO and assist in the completion of identified paperwork necessary (as outlined by the CMPS Court team) for a participant to apply for and access these services.
 8. Complete a GPRA (Government Performance and Results Act) assessment at intake, six months, and program discharge for each participant who receives grant-funded resources (for a total of three (3) assessments per participant);
 9. 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;
 10. 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;
 11. Facilitate a MRT training and other trainings mutually agreed upon and to the extent funding is available, for CMPS Court participants;
 12. Procure a statistically validated criminogenic assessment tool called the COMPAS Assessment by Equivant, 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);
 13. Coordinate with Outside Evaluator and provide data necessary for grant reporting requirements and program outcome assessment (in accordance with confidentiality requirements);
 14. 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
 15. 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, a BJA Justice Mental Health Collaboration Grant, and Administration of Courts (AOC) funding; state and local funding may also be contributed if available.

EXHIBIT B-1 (1 page)

Budget, Compensation & Payment

Cost	Notes	Yr 1 Amt	Yr 2 SAMHSA	Yr 2 DOJ	Yr 2 AOC	Yr 3 AOC	Yr 3 SAMHSA	Yr 3 DOJ	Total
1.0 FTE Court Case Manager	Includes ERE and annual on-call stipend	\$ 52,000.00		\$ 76,132.00				\$ 134,218.00	\$ 262,350.00
1.0 FTE Court Peer Navigator	Includes ERE and annual on-call stipend	\$ 45,000.00						\$ 45,000.00	\$ 90,000.00
	Staffing Subtotal	\$ 97,000.00							\$ 352,350.00
	Admin Fee	\$ 7,700.00						\$ 12,000.00	\$ 19,700.00
Travel Reimbursement	Inclusive of lease, insurance and fuel	\$ 8,000.00							\$ 8,000.00
Operating Cost	Laptop, Cell phone + plan, HMIS	\$ 7,500.00							\$ 7,500.00
Administration of Team Training	Moral Recognition Therapy (MRT), etc	\$ 9,800.00							\$ 9,800.00
Wrap-Around Recovery Resources	Bus passes, IDs, incentives, etc.	\$ 20,000.00	\$ 23,868.00			\$ 1,000.00	\$ 10,000.00	\$ 14,400.00	\$ 69,268.00
	Other Costs Subtotal	\$ 45,300.00							\$ 94,568.00
									\$
Total Contract Maximum		\$ 150,000.00	\$ 23,868.00	\$ 76,132.00	\$ -	\$ 1,000.00	\$ 10,000.00	\$ 205,618.00	\$ 466,618.00
ACG 612.00 DUE CL									
	Original Contract	\$ 150,000							
	Amendment #1	\$ 100,000							
	Amendment #2	\$ 216,618							
	Total;	\$ 466,618							

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.