



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 11/02/2021

* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

Community Health Associates

***Project Title/Description:**

Implementation of Enhancements in support of the Pima County Drug Court Program Treatment Alternative to Prison Program (DTAP)

***Purpose:**

Community Health Associates (CHA), through its contract with Cenpatico, shall enroll DTAP Title XIX eligible members, so they can receive residential substance abuse treatment services or intensive outpatient treatment. County is requesting amending contract to extending term of contract.

***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 abstinences as required by the Courts.

***Public Benefit:**

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

***Metrics Available to Measure Performance:**

The 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 scope of services revisions. The negative impact of this amendment of not being approved will be DTAP participants will not have access to treatment services.

TO: COR 10-14-21 (1)
Vers: a
Pgs: 5

Procure Dept 10/14/21 PM0310

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

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? _____

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): 20-171

Amendment No.: 2 AMS Version No.: 9

Commencement Date: 09/30/2021 New Termination Date: 09/29/2022

Prior Contract No. (Synergen/CMS): _____

☒ Expense ☐ Revenue ☐ Increase ☐ Decrease

Amount This Amendment: \$ 0.00

Is there revenue included? ☐ Yes ☒ No If Yes \$ _____

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

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: Star Romero

Department: Pima County Attorney's Office

Telephone: 724-6000

Department Director Signature: _____ Date: 10/13/21

Deputy County Administrator Signature: _____ Date: _____

County Administrator Signature: _____ Date: 10/13/21

Pima County Attorney's Office

Project: Pima County Enhancing Drug Court Services, Coordination & Treatment

**Contractor: Community Health Associates
2851 S. Avenida B, Bldg. 4
Yuma, AZ 85364**

Contract No.: CT- PCA- 20-171

Contract Amendment No.: 02

| | | |
|---|---------------------------------|---------------------|
| Orig. Contract Term: 09/30/2019- 09/29/2020 | Orig. Amount: | \$120,000.00 |
| Termination Date Prior Amendment: 09/29/2021 | Prior Amendments Amount: | \$120,000.00 |
| Termination Date This Amendment: 09/29/2022 | This Amendment Amount: | \$ 0.00 |
| | Revised Total Amount: | \$240,000.00 |

CONTRACT AMENDMENT

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

1. Background and Purpose.

1.1. Background. On September 30, 2019, County and Contractor entered into the above referenced agreement to provide Pima County Enhancing Drug Court Services, Coordination & Treatment.

1.2. Purpose. County continues to need the services of Contractor.

2. Term. The parties agree to extend the contract term for one additional year commencing on September 30, 2021 and terminating on September 29, 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. Scope of Services. The parties are replacing Exhibit A in its entirety with the revised Scope of Services as described in the attached **Exhibit A-1** (3 pages). The commencement date for Exhibit A-1 is September 30, 2021.

SIGNATURE PAGE TO FOLLOW

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Revised 4/12/21

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

PIMA COUNTY

Chair, Board of Supervisors

Date

CONTRACTOR



Authorized Officer Signature



Printed Name and Title

10/12/21

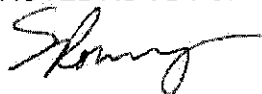
Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM



Stacey Roseberry
Deputy County Attorney

10/6/2021

Date

APPROVED AS TO CONTENT



Arika Wells
Legal Administrator

10/8/21

Date

Exhibit A-1 (3 pages)
Scope of Services

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.

The DTAP Program offers individuals with significant substance abuse disorders and criminal charges, the chance to receive residential and/or intensive outpatient substance abuse treatment in lieu of a prison sentence. In addition to the treatment program, DTAP provides to participants: wrap about recovery services, education assistance, job training and placement services, basic necessities, additional therapeutic and medical services as needed, accompanied by probation monitoring, drug testing and regular court hearings.

PURPOSE

PCAO, via funding obtained to support the Specialty Courts Initiative, will contract with Community Health Associates (CHA, 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 assessment for DTAP program entry (determining if the individual meet medical necessity), enroll participants in (and maintain status) Medicaid, clinical coordination with existing treatment providers and/or enrollment with CHA and other treatment providers as needed to meet the unique substance use and behavioral health treatment needs of each participant, provide treatment to individuals referred to and enrolled with the DTAP program provide staff, facilitate treatment with other providers and convey participant compliance to the court, provide peer support, and participate in DTAP staffings and provide information to the DTAP as to a participants engagement in and compliance with an individualized treatment plan.

Contractor will provide to the DTAP team 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 DTAP 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;

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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. 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;
4. Ensure that caseload remains of manageable size given number of contracted staff;
5. Work with Contractor to problem-solve any issues regarding treatment that cannot be resolved by the Contractor (i.e. appeals to Managed Care Organizations for continuing treatment);
6. Reimburse Contractor for other mutually-agreed upon trainings, such as Motivational Interviewing and Seeking Safety;
7. Reimburse Contractor for 1.0 FTE DTAP Treatment Manager, and 1.0 FTE DTAP Peer Mentor;
8. Reimburse Contractor for approved wrap-around recovery resources (see Exhibit B for this authorization and reimbursement process);
9. Submit authorization and request for payment to the Pima County Finance Department within 30 days of receiving invoice from Contractor; and
10. 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 release-of-information authorization from participants (if not already acquired) as well as any releases specific to Contractor needed to permit fluid communication with DTAP team regarding participant compliance and progress in treatment;
3. Provide 1.0 FTE DTAP Treatment Manager dedicated to DTAP participants, with the following responsibilities:
 - a. For individuals referred to DTAP (utilizing approved procedure), conduct assessment including (but not limited to) level of care placement (i.e. ASAM) and other mutually agreed upon assessments within five (5) business days of referral (for individuals who are currently in custody); 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 DTAP program to each referred individual;
 - c. Determine if each referred individual meets clinical and criminogenic appropriateness for DTAP (based on objective, pre-determined criteria) and forward recommendation and brief summary to DTAP Prosecutor for final approval of program acceptance within five (5) business days of initial referral;
 - d. If a referred individual is accepted into DTAP 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. If participant meets medical necessity for residential treatment, coordinate with treatment providers to insure bed space availability on day of sentencing/release/transport to treatment;
 - f. 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;
 - g. Create individualized treatment plan for each DTAP participant.

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- h. Document assistance and referrals made for each participant (i.e. Homeless Management Information System – HMIS);
 - i. 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;
 - j. Provide compliance information for each participant to DTAP team for each court hearing; attend all DTAP Court staffings and hearings;
 - k. Purchase (or facilitate through other funding resources) wrap-around recovery resources for DTAP participants, and other specialty court participants on special occasions (when DTAP Resource Manager is unable to do so, or other special conditions exist);
 - l. Provide or facilitate transportation for participants to court, treatment, and other identified activities if needed; and
 - m. Participate in DTAP Steering Committee meetings, trainings, and other activities as needed.
4. Provide 1.0 FTE Health Care Coordinator dedicated to DTAP court participants who will:
 - a. Assist Treatment Manager with enrollment and intake activities;
 - b. Monitor and administer annual assessments including ASAM and other updates as needed;
 - c. Complete GPRAs for DTAP participants at intake, 6-months and discharge;
 - d. Assist the Treatment Manager in gathering and reporting participant data, and;
 - e. Assist in completing participant closures.
 5. Individuals hired or appointed by Contractor for the positions listed above will be selected with input from PCAO and the DTAP 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. Assist with completion of GPRA (Government Performance and Results Act) assessment if needed,
 7. Document referrals (assessment results, basic demographic information, etc.) and participant information;
 8. Communicate regularly with PCAO and DTAP 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;
 9. Coordinate with Outside Evaluator and provide data necessary for grant reporting requirements and program outcome assessment (in accordance with confidentiality requirements);
 10. 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
 11. 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).