



## BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

\*All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.\*

Record Number: PO DCS PO2500037604

Award Type: Contract

Is a Board Meeting Date Requested? Yes

Requested Board Meeting Date: 02/03/2026

Signature Only:

NO

Procurement Director Award / Delegated Award: • N/A

Supplier / Customer / Grantor / Subrecipient: HLGL LLC dba Recovery in Motion Treatment Center

Project Title / Description: Inmate Navigation Enrollment Support and Treatment (INVEST)

Purpose: The purpose of this Purchase Order (PO) PO2500037604 contract is to provide Reentry Community Intensive Outpatient Program (IOP) services and bed availability for INVEST program participants re-entering the community from jail. This contract is necessary due to the termination of the previous vendor's contract on December 31, 2025, and will allow the Detainee and Crisis Systems Department to ensure uninterrupted service delivery for the INVEST program through Recovery in Motion Treatment Center. This Purchase Order is for an initial term of one (1) year in the annual amount of \$200,000.00 and includes two (2) one-year renewal options. The Administering Department is Detainee and Crisis Systems, and the PO is effective on 01/01/2026.

Procurement Method: Direct Select for Professional Services: Direct Select per Board of Supervisors Policy D29.6, III-C.

Procurement Method Additional Info: N/A

Program Goals/Predicted Outcomes: Provide IOP services and halfway houses after initial residential treatment allowing for more structured recovery housing as program participants work with the INVEST team to become self-sufficient and able to meet their housing needs on their own.

Public Benefit and Impact: Provide structured recovery housing as participants work to become self-sufficient and able to meet their housing needs on their own. Interventions designed to reduce recidivism, align with Pima County Initiatives to increase public safety and allow law enforcement to direct resources to crime-solving, while reducing tax-payer

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VERSION: 0  
PAGES: 28

burdens related to housing detainees post release who would be better served if they received behavioral and medical healthcare in appropriate community settings.

**Budget Pillar**

- Improve the quality of life

**Support of Prosperity Initiative:**

- C-S-3. Prevent and Reduce Crime

**Provide information that explains how this activity supports the selected Prosperity Initiatives**

Improve the quality of life for Pima County residents by mitigating the impacts of the opioid and fentanyl crisis working closely with Pima County Sheriff's Department, Adult Probation, Pretrial Services and the Tucson Police Department all of whom serve on the INVEST Advisory Committee.

**Metrics Available to Measure Performance:**

The Recovery in Motion Treatment Center will provide monthly reports for all program participants enrolled in program activities and each individual's progression in the INVEST program. Program performance will be measured through data collect in collaboration with a third-party evaluation team, who will analyze programing for process improvement opportunities, data validity, and outcomes measuring recidivism and quality of life for program participants.

**Retroactive:**

YES

**Retroactive Description:**

This contract is retroactive to January 1, 2026, due to the timing of contract negotiations. If the contract is not accepted and approved retroactively, INVEST program participants will be unable to continue their current programs and will be required to seek continuity of care through a community-based Intensive Outpatient Program (IOP). Participants would also need to secure alternative housing and self-fund services, which would likely result in program discontinuation.

**Contract / Award Information**

Record Number: PO DCS PO2500037604

**Document Type:** PO

**Department Code:** DCS

**Contract Number:** PO2500037604

**Commencement Date:** 01/01/2026

**Termination Date:** 12/31/2026

Total Expense Amount:

\$200,000.00

Total Revenue Amount:

\$0.00

**Funding Source Name(s) Required:** General Fund

Funding from General Fund?

YES

If Yes Provide Total General Funds:

\$200,000.00

Percent General Funds

100

Contract is fully or partially funded with Federal Funds?

NO

Were insurance or indemnity clauses modified?

YES

Vendor is using a Social Security Number?

NO

Department:

Detainee and Crisis Systems

Name:

Paige Knott

Telephone:

5207247515

Add Procurement Department Signatures

No

Add GMI Department Signatures

No

Department Director Signature:

Date:

1.14.2020

Deputy County Administrator Signature:

Date:

1-15-2020

County Administrator Signature:

Date:

1/16/2020.





**DATE:** November 4, 2025

**TO:** Jan Leshner, County Administrator

**FROM:** Paula Perrera, Detainee and Crisis Systems Director *PSP*

**Cc:** Steve Holmes, Deputy County Administrator  
Bruce Collins, Procurement Director

**SUBJECT:** Request for Direct Selection of Professional Services from Recovery In Motion Treatment Center (RIM) for the INVEST Program

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Pursuant to Board of Supervisors Policy D29.6 III.C – Direct Selection and Procurement Procedure No. PO-50, this memorandum seeks approval to select Recovery In Motion Treatment Center (RIM) to provide Reentry Community Intensive Outpatient Program (IOP) services.

**Background:** On February 12, 2024, the Detainee and Crisis Systems Department (DACS) received a grant from the Arizona Attorney General's Office to expand and enhance two key initiatives within the Pima County Adult Detention Center (PCADC): The *Inmate Navigation, Enrollment, Support, and Treatment (INVEST)* program, and *Coordinated Reentry-Discharge Planning* services. The grant was originally scheduled to conclude on December 31, 2025, and has recently been extended by six months, now ending on June 30, 2026.

The current provider of IOP services and bed availability, Old Pueblo Community Services (OPCS), will terminate its contract effective December 31, 2025. To ensure uninterrupted service delivery for the INVEST program, DACS proposes to contract with Recovery In Motion Treatment Center (RIM).

RIM offers a comprehensive continuum of care and has demonstrated capacity to provide intensive outpatient treatment and recovery services, along with bed availability for individuals reentering the community following detention, where appropriate. Partnering with RIM will enable the continued provision of critical reentry and recovery services to support successful community reintegration for participants in the INVEST program.

**Requested Action:** The Detainee and Crisis Systems Department requests approval to select Recovery In Motion Treatment Center (RIM) to provide Intensive Outpatient Program (IOP) services, in an amount not to exceed \$600,000.00 for an initial one-year contract term, with the two (2) one-year extensions, pursuant to the Direct Select provisions of Board of Supervisors Policy D29.6, Section III.C.

Approved as to Form: *Bruce D. Collins*  
Bruce Collins, Procurement Director

Date: November 4, 2025

Concur: *[Signature]*  
Steve Holmes, Deputy County Administrator

Date: 11-4-2025

Direct Select Approved: *[Signature]*  
Jan Leshner, County Administrator

Date: 11/5/2025



## Modification to Insurance or Indemnity Clause

**Date:** 12/9/2025

**Requestor Name:** Paige Knott

**Department:** Detainee and Crisis Systems

☒ **Change to Insurance**      ☐ **Change to Indemnity**

**Supplier Name:** HLGL LLC dba Recovery in Motion Treatment Center

**Contract No:** PO2500037604

**Project Title/Description:**

Inmate Navigation Enrollment Support & Training (INVEST)

**Requested Change:**

Insurance language revised to reflect Professional Services Insurance Requirements and removal of the:

- Technology E & O from additional insured endorsement
- Technology E & O from subrogation endorsement

☒ **Approved**      ☐ **Denied**

**Risk Management:**

**Comments:**

**Pima County Department of Detainee and Crisis Systems**

**Project: Inmate Navigation Enrollment Support and Treatment (INVEST)**

**Contractor: HLGL LLC dba Recovery in Motion Treatment Center**

**Amount: \$200,000**

**Contract No.: PO2500037604**

**Funding: General Fund**

**PROFESSIONAL SERVICES CONTRACT**

**1. Parties and Background.**

- 1.1. Parties. This Contract is between Pima County, a body politic and corporate of the State of Arizona ("County"), and HLGL LLC dba Recovery in Motion Treatment Center ("Contractor").
- 1.2. Authority. County selected Contractor pursuant to and consistent with Board of Supervisors Policy D29.6, III.C.

**2. Term.**

- 2.1. Initial Term. The term of this Contract commences on January 1, 2026 and will terminate on December 31, 2026] ("Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised extension options under Section 2.2. If the commencement date of the Initial Term is before the signature date of the last party to execute this Contract, the parties will, for all purposes, deem the Contract to have been in effect as of the commencement date.
- 2.2. Extension Options. County may renew this Contract for up to two (2) 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 (5 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. **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. The key personnel include the following staff:

**Charles Anderson, Chief Executive Officer**  
**Scott Brown, Chief Compliance Officer**

5. **Compensation and Payment.**

- 5.1. Rates; Adjustment. County will pay Contractor at the rates set forth in **Exhibit B (2 pages)**. 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 \$200,000 [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 use the invoice form provided in **Exhibit B** and include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item. In addition to the standard invoicing requirements, the Contractor shall attach the corresponding approved Purchase Requisition Forms. This form is included in **Exhibit B-1 – Purchase Requisition Form (1 page)**.
- 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.

**Insurance.**

6. 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. 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. 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.
- 6.1.2. 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.
- 6.1.3. 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.
- 6.1.4. 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.
- 6.1.5. 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 Coverage 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 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 - Additional Insured Endorsement: The General Liability and Business Automobile Liability 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, and Workers' Compensation 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 wavier 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, "**Indemnatee**") 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 Indemnatee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnatee, 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 Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).
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 complete and satisfactory performance under this Contract, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Contract, 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 without cause by notifying Contractor, in writing, 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:

Paula Perrera, Director  
Detainee and Crisis Systems  
3950 S. Country Club Rd, Suite 3240  
Tucson, AZ 85714

Contractor:

Charles Anderson, Chief Executive Officer  
Recovery in Motion Treatment Center  
3655 E. 2<sup>nd</sup> Street  
Tucson, AZ 85716

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. **Health Insurance Portability and Accountability Act (HIPAA).** The parties acknowledge that the County is a hybrid covered entity as described in 45 C.F.R. §160.103 of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and is required to comply with the provisions of HIPAA with respect to safeguarding the privacy, confidentiality, and security of protected health information. Contractor acknowledges that it may obtain confidential personal health information in the course of its performance under the terms of this Agreement. "Confidential personal health information" includes information that could be used to identify a participant, information pertaining to the participant's care, treatment or experience in County's program, and information pertaining to the cost of, payment for, or collections activities related to participant's care, treatment, and experience in County's program. Contractor agrees to maintain the privacy, confidentiality, and security of information it may obtain in the course of its performance under this Agreement. In particular, Contractor agrees that it is County's Business Associate and agrees to be bound by the Business Associate Agreement in **Exhibit C (7 pages)**, which is incorporated into this agreement, and further specifically agrees that:
- 25.1. Any confidential personal health information that Contractor may obtain shall remain the sole property of the County; and
- 25.2. Contractor shall establish and maintain procedures and controls that are acceptable to County to assure that no confidential personal health information contained in its records or obtained from County or from others in carrying out its functions under this Agreement shall be used by or disclosed by Contractor, its agents, officers, employees, or sub-contractors, except as required in the performance of its obligations under the terms of this Agreement; and
- 25.3. Contractor shall not remove any confidential personal health information from County premises, if applicable; and
- 25.4. Any other information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of its duties under this Agreement, or to County.
26. **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.
27. **Forced Labor of Ethnic Uyghurs.** Pursuant to A.R.S. § 35-394, if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that Contractor is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

28. **Heat Injury and Illness Prevention and Safety Plan.** Pursuant to Pima County Procurement Code 11.40.030, Contractor hereby warrants that if Contractor's employees perform work in an outdoor environment under this Contract, Contractor will keep on file a written Heat Injury and Illness Prevention and Safety Plan. At County's request, Contractor will provide a copy of this plan and documentation of heat safety and mitigation efforts implemented by Contractor to prevent heat-related illnesses and injuries in the workplace. Contractor will post a copy of the Heat Injury and Illness Prevention and Safety Plan where it is accessible to employees. Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract complies with this provision.
29. **Amendment.** The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.
30. **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.

This agreement will become effective when all parties have signed it. The effective date of the agreement will be the date this agreement is signed by the last party (as indicated by the date associated with that party's signature).

**PIMA COUNTY**

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Date

**ATTEST**

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Date

**APPROVED AS TO FORM**

\_\_\_\_\_  
Deputy County Attorney  
**Jonathan Pinkney**

\_\_\_\_\_  
Print DCA Name

\_\_\_\_\_  
Date

Contract No.: **PO2500037604**

**CONTRACTOR**

\_\_\_\_\_  
Authorized Officer Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

**APPROVED AS TO CONTENT**

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Date

**Exhibit A (5 pages)**  
**Scope of Services**

Recovery in Motion Treatment Center's (RIM) program for critical time intervention includes services provided to Program Participants in Pima County's INVEST program ("Program Participants"). RIM has a reentry community with intensive outpatient ("IOP") services. The goal of IOP is to help identify the root cause of addictive behaviors and provide the tools necessary to help achieve wellness and successful reintegration. RIM's approach utilizes evidenced-based practices such as motivational interviewing, Cognitive Behavioral Therapy ("CBT"), contingency management, and peer support services among others. RIM offers IOP in a compassionate and gender-inclusive environment.

Program Participants will have the opportunity to live independently while receiving treatment, allowing them the freedom to work and reconnect with the community. Program Participants meet with their recovery coach, employment specialist, and therapist for a minimum of 9-12 hours per week for a period of 90 days.

RIM is a Tucson-based nonprofit organization serving our community since 1996. RIM's mission is to end homelessness in our community. They provide housing, counseling, and support services for people experiencing homelessness. Including families, youth, veterans, individuals struggling with mental illness and substance use disorders, and those returning to our community post-incarceration.

The Program will include the following services if determined by RIM and the INVEST program manager as appropriate according to each Program Participant's individualized care plan:

1. Coordination Prior to Intake of Program Participants

1.1. RIM will work with the INVEST Program staff to coordinate care prior to intake.

1.1.1. INVEST Care Team will request available bedspace, and RIM will attempt to accommodate any request when (3) days advance notice is provided.

2. Health Plan Billing and No Match Obligation:

2.1. The Parties acknowledge some Program Participants may carry health insurance through other health plans, including federal health care programs (Medicaid). Nothing in this Agreement prohibits Contractor from billing and collecting payment from other health plans for healthcare services rendered to Program Participants. The Parties acknowledge and agree healthcare services reimbursed by other health plans are not within the Scope of Services contemplated under this Agreement.

2.2. Notwithstanding any other provision of this Agreement, Contractor has no obligation to report its collections from other health plans to the County.

3. Intake of Program Participants:

3.1. INVEST Care Team will coordinate transportation to an RIM reentry community at an agreed upon time.

3.1.1. INVEST Care Team will provide the following:



- 3.1.1.1. Health Plan and if on Medicaid their ID#.
- 3.1.1.2. Biopsychosocial assessment.
- 3.1.1.3. Name, date of birth and any existing mental health diagnoses.
- 3.1.1.4. Medication list.

3.1.2. RIM will complete intake and ensure the following:

- 3.1.2.1. The Program Participant is at least 18 years of age.
- 3.1.2.2. They have contact info and release for the INVEST Care Team and relevant judicial contacts (e.g. probation officer).
- 3.1.2.3. They have a substance use disorder.
- 3.1.2.4. Their insurance status and plan.
- 3.1.2.5. Confirmation of no arson or sex convictions.
- 3.1.2.6. Review and get Program Participant to sign reentry community rules.

3.2. RIM will coordinate with the INVEST program evaluation team as needed.

#### 4. Coordination of Care:

4.1. RIM will use established best practices and existing written procedures to provide coordination of care for INVEST Program Participants.

- 4.1.1. Provide minimum of twice weekly care coordination to the INVEST Care Teams to ensure up to date communication and proactive coordination.
  - 4.1.1.1. Care coordination can be done via email, phone, telehealth, or in person between RIM and INVEST Care Teams. Coordination should include important updates, key observations, and if anything was purchased for the program participant.
- 4.1.2. Encourage Program Participant attendance in weekly Freedom Management classes at Abrams.
- 4.1.3. RIM Case Managers attend weekly case conferencing meetings, in person or virtually upon request from INVEST staff.
- 4.1.4. Encourage Program Participants to attend INVEST Care Team office hours.
- 4.1.5. Allow INVEST staff to contact, either virtually or in person on RIM premises, INVEST program participants at any time during standard business hours, Monday through Friday, between 8:00 a.m. and 5:00 p.m.
- 4.1.6. RIM will provide INVEST an **INVEST Program Participant Activity Report –**

**Attachment A-1 (page 1) monthly.**

**5. Critical Time Intervention Services for Program Participants: This is where I stopped review.**

5.1. RIM will provide housing and IOP services to Program Participants. IOP services will be reimbursed through RIM contract with AHCCCS. The daily bed rate is paid under this contract for housing related costs based not on delivery of behavioral health outpatient services reimbursable through AHCCCS.

5.1.1. Core IOP services may include:

5.1.1.1. Minimum 9-12 hours of clinical services weekly with focus on:

5.1.1.1.1. Relapse Prevention.

5.1.1.1.2. Healing past trauma.

5.1.1.1.3. Building healthy relationships and support system.

5.1.1.1.4. Cognitive Restructuring.

5.1.1.1.5. Weekly case management.

5.1.1.2. Peer Support Services (group and individual).

5.1.1.3. Life Skills Classes.

5.1.1.4. Financial Literacy Classes.

5.1.1.5. Employment Coaching.

5.1.1.6. Assistance with document retrieval (ID, birth certificate, social security card).

5.1.1.7. Group outing in the community.

5.1.1.8. Support with AA/NA and SMART Recovery.

5.1.2. Housing services include a fully furnished shared living space such as a condominium, or a multi-bedroom house.

5.1.2.1. Access to staff on-site for support and guidance.

5.1.2.2. Access to free Wi-Fi and laundry.

**6. Discharge of Program Participants from INVEST Program:**

6.1. RIM will work with the INVEST Care Team and Program Participants when determining appropriate discharge from the INVEST program. The goal of discharge is to have the Program Participant manage their housing and treatment services, such as a behavioral health or primary care, without the need of the RIM or the INVEST Care Team. The Program Participant will be an active participant in their discharge activities.

6.2. Conditions for Discharge: A Program Participant may be considered for discharge from the INVEST program if the following conditions have been met:

6.2.1. Program Participant shows stability with medical, behavioral, and/or substance use recovery as determined by INVEST Care Teams AND has not been booked into jail for at least forty-five (45) days.

- 6.2.1.1 Program participant may be discharged from RIM service AND still be involved in INVEST.
- 6.2.2. A Program Participant may withdraw consent to participate in the INVEST program at any time and may re-enroll later if requested and approved by INVEST. Program Participants who withdraw consent to participate in evaluation activities may still receive clinical services from RIM if desired, although INVEST will not be financially responsible.
- 6.3. Program Reengagement Protocols: If at any time the Program Participant becomes unresponsive, misses follow-up appointments with RIM, or does not return to their living arrangements, then RIM will notify the INVEST Care Team.
- 6.3.1. RIM will hold their bed for up to (3) days or until the Program Participant reengages. INVEST will pay for the bed even if the client is not present during this time period.
- 6.3.2. If there is no response from the Program Participant for up to (3) or more days after the reengagement protocol is initiated, then the Program Participant will be removed from RIM housing.
7. Data Requirements: RIM will regularly deliver data summary reports per the Data Requirements attached as **Exhibit D (1 page)**.
8. Collaborative Comprehensive Care Planning: RIM will participate in Collaborative Comprehensive Care Planning meetings, to be convened either in-person or remotely via telephone or video conference on a regular basis at the request of the INVEST Program Manager.
9. Transportation Services for Program Participants:
- 9.1. The Contractor shall provide safe, reliable, and timely transportation services for all eligible program participants as designated by INVEST. Services shall include pick-up and drop-off at INVEST-approved locations and must comply with all applicable federal, state, and local laws and regulations.
- 9.2. All transportation-related costs—including, but not limited to, fuel, vehicle maintenance, and insurance—are included in the Transportation line item in **Exhibit B** unless otherwise authorized in writing by INVEST. Driver compensation, including salary and fringe benefits shall be paid in accordance with the provisions outlined in **Exhibit B – Compensation and Payment**.
- 9.3. The Contractor shall maintain accurate trip logs tracking mileage for each transport requested by INVEST and submit monthly invoices to INVEST. Invoices must include all required supporting documentation. No additional transportation-related charges may be incurred without prior written authorization from INVEST staff.
- 9.4. The Contractor shall provide two full-time drivers (40 hours per week each, no overtime

permitted). Drivers shall be employed by RIM, and all salary and fringe benefit costs shall be paid by RIM. Monthly submissions to INVEST must include timecards and proof of paycheck for both drivers included in the monthly invoice submittal to INVEST.

- 9.5. Drivers are required to notify Program Managers whenever they will not be working for a shift, partial shift, full day, or extended period (e.g., week off). Drivers will be granted access to the INVEST Transportation Calendar, and instructions for use will be provided by INVEST.
- 9.6. Drivers shall work eight-hour days, Monday through Friday, as needed. Weekend transportation services may be provided when required to support INVEST program activities or participant needs. Driver schedules may be flexibly arranged, with INVEST approval, to accommodate occasional weekend activities while maintaining the forty-hour workweek requirement.
- 9.7. No overtime is permitted under this contract for any driver.
- 9.8. If a driver will no longer be employed by RIM or will otherwise cease providing transportation services, RIM must notify INVEST Program Managers as soon as this information becomes known.
- 9.9. RIM shall notify INVEST within 24 hours of any corrective or disciplinary action involving a driver.
- 9.10. Driver Shift Expectations. Drivers are:
  - 9.10.1. Required to check the calendar at the start of every shift. A shift is defined as the period of time, in hours, during which the driver performs labor for a single day.
  - 9.10.2. Expected to be on call—ready and available to provide transportation—at any time during their shift. There may be downtime during shift and drivers are expected to be available during entire shift.
  - 9.10.3. Throughout their shift, they monitor updates to transportation requests. These updates may come via email, text message, or changes made directly to the calendar.
  - 9.10.4. After reviewing the calendar, identifies a conflict with an assigned transport, the driver must contact INVEST staff immediately to resolve the issue by:
    - 9.10.4.1. Coordinating with INVEST to ensure an alternate driver is secured for the scheduled transport and confirming that the alternate driver has emailed INVEST to acknowledge the scheduled change; or
    - 9.10.4.2. Notifying INVEST staff that they can no longer provide the scheduled transport and that they were unable to secure an alternate driver (only applicable if another INVEST driver is staffed at that time).
- 9.11. If a program participant causes an issue while being transported, RIM agrees to notify the INVEST staff.

**End of Exhibit A**



**Attachment A-1 (1 page)**  
**INVEST Program Participant Activity Report**

1. RIM will provide INVEST on a monthly basis with an INVEST Program Participant Activity Report outlining INVEST Program Participant activities.
2. The following information is to be included in the monthly RIM report:
  - 2.1. Date of services provided.
  - 2.2. Program Participant name.
  - 2.3. Description of activity(s).
  - 2.4. Start time of activity(s).
  - 2.5. End time of activity(s).
  - 2.6. Intensive Outpatient (IOP) AHCCCS billable activities.
  - 2.7. Description of purchase(s) made for Program Participant.
  - 2.8. Total amount of purchase(s) made for Program Participant.
  - 2.9. Miscellaneous (Misc.) items not identified in the report.
3. The INVEST Program Participant Activity Report will be sent to the following email address: INVESTadmin@pima.gov.

**End of Attachment A-1**

**Exhibit B (2 pages)**  
**Compensation and Payment**

**Compensation and Payment:** The allowable compensation line items reflected below are the not-to-exceed dollar amounts for staffing and direct services provided to Program Participants for the program period of January 1, 2026, through December 31, 2026.

<b>Contract Allowable Compensation Line Items</b>	<b>Amount</b>
All Inclusive Bed Space (room & board) including IOP Program \$20.00 per day	\$20,000.00
Salary - full time drivers x 2	\$76,960.00
Fringe – full time drivers x 2	\$23,088.00
Transportation Costs (pro-rated fuel & vehicle insurance, \$100 maintenance)	\$6,052.00
Direct Service Support (must receive County approval via Purchase Request Form)	\$40,000.00
Rental Assistance	\$33,000.00
Cell phone service for two (2) drivers	\$900.00
<b>Total Not-to-Exceed</b>	<b>\$200,000.00</b>

1. All - Inclusive Bed Space Rate (Room and Board) including IOP program: \$20.00 per day.
  - 1.1. A Bed Day is defined as: A Program Participant sleeps in the bed for a night, that night will equal one bed day for the purposes of charging the \$20.00 per day.
2. The County will pay the Contractor following the submission of a monthly invoice for contract allowable compensation lines items provided for Program Participants. No payment will be made prior to receipt of service and accurate invoice with backup which includes:
  - 2.1. Authorization forms and receipts for items purchased.
  - 2.2. Drivers' timecards for two week periods reflecting hours worked.
3. All direct service support for program participants, and rental assistance require written approval from the INVEST Care Team prior to purchase. See **Attachment B-1 Purchase Request Form**.
4. RIM will submit an invoice on a monthly basis with attached required data summary reports as defined in **Exhibit D – Data Requirements** and **Attachment B-1 Purchase Requisition Form**.
5. The Not-To-Exceed (NTE) amount of this contract annually is \$200,000.00.

6. Monthly Invoice.

**PIMA COUNTY DETAINEE AND CRISIS SYSTEMS CONTRACTOR REPORTING Effective 1/1/2016 – 12/31/2016**

Bill to Pima County. This form is to be used for submitting all invoices to Pima County.

Invoice for the month of \_\_\_\_\_ 2016

INVOICE NUMBER: \_\_\_\_\_  
Pima County Detainee and Crisis Systems  
3050 S. Country Club Rd., Suite 100  
Tucson, AZ 85711  
AGENCY NAME: RECOVERY IN MOTION (RIM)  
AGENCY CONTRACT # AND SERIAL #  
INVOICE IN FIGE

Service Category	Quantity	Unit Price	Amount	Notes	Invoice #	Invoice Date	Invoice Due Date	Invoice Status	Invoice Type	Invoice Subtype	Invoice Description	Invoice Amount	Invoice Total	Invoice Balance	Invoice Paid	Invoice Paid Date	Invoice Paid Amount	Invoice Paid Balance
Detainee Services																		
Detainee Services - 1st	120	100.00	12000.00															
Detainee Services - 2nd	175	100.00	17500.00															
Detainee Services - 3rd	175	100.00	17500.00															
Detainee Services - 4th	175	100.00	17500.00															
Detainee Services - 5th	175	100.00	17500.00															
Detainee Services - 6th	175	100.00	17500.00															
Detainee Services - 7th	175	100.00	17500.00															
Detainee Services - 8th	175	100.00	17500.00															
Detainee Services - 9th	175	100.00	17500.00															
Detainee Services - 10th	175	100.00	17500.00															
Detainee Services - 11th	175	100.00	17500.00															
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Detainee Services - 98th	175	100.00	17500.00															
Detainee Services - 99th	175	100.00	17500.00															
Detainee Services - 100th	175	100.00	17500.00															

I certify the billing is complete and accurate to the best of my knowledge and all employees are for the purpose set forth in this contract with Pima County Detainee and Crisis Systems.

Prepared by: phone print & sign Date: Contractor Phone Number (760) Authorized Agency Signature - phone print & sign Date: Contract Number (760)

End of Exhibit B

**Attachment B-1 (1 page)**  
**Purchase Requisition Form**

1. Requirements for All Participant Purchases:

- 1.1. All purchase request forms must be submitted by an INVEST case manager or INVEST manager.
- 1.2. Each form must be signed by a DACS manager before any purchase can be made.
- 1.3. Approved forms will be marked "RIM will purchase" at the bottom.
- 1.4. A signed request form must accompany all receipts for any purchases made.
- 1.5. Reimbursement will be denied if a signed request form and receipt are not submitted with the invoice.
- 1.6. A purchase request form is also required for payments made directly to outside entities (e.g., rent, deposits, halfway houses, or any other approved needs requested by an INVEST manager).

2. Purchase Requisition Form:

Pima County Detainee & Crisis Systems

PURCHASE REQUEST FORM

DATE: _____	PAYABLE TO: _____	AMOUNT: _____
-------------	-------------------	---------------

Participant Name: \_\_\_\_\_

Requested Purchase: \_\_\_\_\_  
\_\_\_\_\_

Reason For Purchase: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Case Manager Name: \_\_\_\_\_ Date: \_\_\_\_\_

DACS Manager Approval: \_\_\_\_\_ Date: \_\_\_\_\_

DACS will purchase \_\_\_\_\_ RIM will purchase \_\_\_\_\_

INVEST

**Exhibit C (7 pages)**  
**Business Associate Agreement**

WHEREAS, Pima County, on behalf of the Pima County Behavioral Health Department, ("Covered Entity"), and HLGL LLC dba Recovery in Motion Treatment Center (RIM) ("Business Associate") (each, a "Party," and collectively, the "Parties") wish to enter into a Business Associate Agreement to ensure compliance with the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Privacy and Security Rules") (45 C.F.R. Parts 160 and 164); and

WHEREAS, the Health Information Technology for Economic and Clinical Health ("HITECH") Act of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, modified the HIPAA Privacy and Security Rules (hereinafter, all references to the "HIPAA Privacy and Security Rules" include all amendments thereto set forth in the HITECH Act and any accompanying regulations); and

WHEREAS, the Parties have entered into a written or oral arrangement or arrangements (the "Underlying Agreement") whereby Business Associate will provide certain services to Covered Entity that require Business Associate to create, receive, maintain, or transmit Protected Health Information ("PHI") on Covered Entity's behalf, and accordingly Business Associate may be considered a "business associate" of Covered Entity as defined in the HIPAA Privacy and Security Rules; and

WHEREAS, Business Associate and Covered Entity wish to comply with the HIPAA Privacy and Security Rules, and Business Associate wishes to honor its obligations as a business associate to Covered Entity.

THEREFORE, in consideration of the Parties' continuing obligations under the Underlying Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Business Associate Agreement ("Agreement").

Except as otherwise defined herein, any and all capitalized terms in this Agreement shall have the definitions set forth in the HIPAA Privacy and Security Rules. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Privacy and Security Rules, as amended, the HIPAA Privacy and Security Rules in effect at the time shall control. Where provisions of this Agreement are different than those mandated by the HIPAA Privacy and Security Rules but are nonetheless permitted by the HIPAA Privacy and Security Rules, the provisions of this Agreement shall control.

**I. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE**

**A.** Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rules if done by Covered Entity.

**B.** Business Associate may use PHI in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are permitted under state and federal confidentiality laws.

**C.** Business Associate may disclose PHI in its possession to third parties for the purposes of its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that:

1. the disclosures are required by law; or
2. Business Associate obtains reasonable assurances from the third parties to whom the PHI is disclosed that the information will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party, and that such third parties will notify Business Associate of any instances of which they are aware in which the confidentiality of the information has been breached.

**D.** Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes "minimum necessary" for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, access, use, and request only PHI that is contained in a limited data set (as defined in 45 C.F.R. § 164.514(e)(2)), unless Business Associate requires certain direct identifiers in order to accomplish the intended purpose of the access, use, or request, in which event Business Associate may access, use, or request only the minimum necessary amount of PHI to accomplish the intended purpose of the access, use, or request.

## **II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE**

**A.** Business Associate agrees not to use or further disclose PHI other than as permitted or required by this Agreement or the Underlying Agreement or as required by law.

**B.** Business Associate agrees to use appropriate safeguards and to comply, where applicable, with 45 C.F.R. Part 164, Subpart C with respect to Electronic Protected Health Information, to prevent use or disclosure of PHI other than as provided for by this Agreement. Specifically, Business Associate will:

1. implement the administrative, physical, and technical safeguards set forth in 45 C.F.R. §§ 164.308, 164.310, and 164.312 that reasonably and appropriately protect the confidentiality, integrity, and availability of any PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity, and, in accordance with 45 C.F.R. § 164.316, implement and maintain reasonable and appropriate policies and procedures to enable it to comply with the requirements outlined in 45 C.F.R. §§ 164.308, 164.310, and 164.312; and

2. report to Covered Entity any Security Incident, and any use or disclosure of PHI that is not provided for by this Agreement, of which Business Associate becomes aware.

**C.** Business Associate shall require each subcontractor that creates, receives, maintains, or transmits PHI on its behalf to enter into a Business Associate Agreement or equivalent agreement containing the same restrictions on access, use, and disclosure of PHI as those applicable to Business Associate under this Agreement. Furthermore, to the extent that Business Associate provides Electronic PHI to a subcontractor, Business Associate shall require such subcontractor to comply with all applicable provisions of 45 C.F.R. Part 164, Subpart C.

**D.** Business Associate agrees to comply with any requests for restrictions on certain disclosures of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. § 164.522, of which Business Associate has been notified by Covered Entity.



**E.** If Business Associate maintains a designated record set on behalf of Covered Entity, at the request of Covered Entity and in a reasonable time and manner, Business Associate agrees to make available PHI required for Covered Entity to respond to an individual's request for access to his or her PHI in accordance with 45 C.F.R. § 164.524. If Business Associate maintains PHI in an electronic designated record set, it agrees to make such PHI available electronically to Covered Entity or, upon Covered Entity's specific request, to the applicable individual or to a person or entity specifically designated by such individual, upon such individual's request.

**F.** If Business Associate maintains a designated record set on behalf of Covered Entity, at the request of Covered Entity and in a reasonable time and manner, Business Associate agrees to make available PHI required for amendment by Covered Entity in accordance with the requirements of 45 C.F.R. § 164.526.

**G.** Business Associate agrees to document any disclosures of Protected Health Information, and to make PHI available for purposes of accounting of disclosures, as required by 45 C.F.R. § 164.528.

**H.** If Business Associate is to carry out one or more of Covered Entity's obligations under 45 C.F.R. Part 164, Subpart E, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).

**I.** Business Associate agrees that it will make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by Business Associate on behalf of, Covered Entity, available to the Secretary, in a time and manner designated by the Secretary, to enable the Secretary to determine Business Associate's or Covered Entity's compliance with the HIPAA Privacy and Security Rules. Business Associate also shall cooperate with the Secretary and, upon the Secretary's request, pursuant to 45 C.F.R. § 160.310, shall disclose PHI to the Secretary to enable the Secretary to investigate and review Business Associate's or Covered Entity's compliance with the HIPAA Privacy and Security Rules.

**J.** Unless expressly authorized in the Underlying Agreement, Business Associate shall not:

1. use PHI for marketing or fundraising;
2. use PHI to create a limited data set or to de-identify the information;
3. use PHI to provide data aggregation services relating to the health care operations of Covered Entity; or
4. use or disclose PHI in exchange for remuneration of any kind, whether directly or indirectly, financial, or non-financial, other than such remuneration as Business Associate receives from Covered Entity in exchange for Business Associate's provision of the services specified in the Underlying Agreement.
5. Prior express written authorization from Covered Entity is required for Business Associate to access, store, share, maintain, transmit, use, or disclose PHI in any form via any medium with any entity or person, including the Business Associate's employees and subcontractors, beyond the boundaries and jurisdiction of the United States. Authorization may be granted in the sole discretion of Covered Entity and, if granted, will be subject to additional conditions with which Business Associate must agree.

### **III. BUSINESS ASSOCIATE'S MITIGATION AND BREACH NOTIFICATION OBLIGATIONS**

**A.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

**B.** Following the discovery of a Breach of Unsecured PHI ("Breach"), Business Associate shall notify Covered Entity of such Breach without unreasonable delay and in no case later than thirty (30) calendar days after discovery of the Breach, and shall assist in Covered Entity's breach analysis process, including risk assessment, if requested. A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known to Business Associate or, through the exercise of reasonable diligence, would have been known to Business Associate. The Breach notification shall be provided to Covered Entity in the manner specified in 45 C.F.R. § 164.410(c) and shall include the information set forth therein to the extent known. If, following the Breach notification, Business Associate learns additional details about the Breach, Business Associate shall notify Covered Entity promptly as such information becomes available. Covered Entity shall determine whether Business Associate or Covered Entity will be responsible for providing notification of any Breach to affected individuals, the media, the Secretary, and/or any other parties required to be notified under the HIPAA Privacy and Security Rules or other applicable law. If Covered Entity determines that Business Associate will be responsible for providing such notification, Business Associate may not carry out notification until Covered Entity approves the proposed notices in writing.

**C.** Notwithstanding the provisions of Section III.B., above, if a law enforcement official states to Business Associate that notification of a Breach would impede a criminal investigation or cause damage to national security, then:

**1.** if the statement is in writing and specifies the time for which a delay is required, Business Associate shall delay such notification for the time period specified by the official; or

**2.** if the statement is made orally, Business Associate shall document the statement, including the identity of the official making it, and delay such notification for no longer than thirty (30) days from the date of the oral statement unless the official submits a written statement during that time.

Following the period of time specified by the official, Business Associate shall promptly deliver a copy of the official's statement to Covered Entity.

**D.** Business Associate shall bear Covered Entity's costs of any Breach and resultant notifications, if applicable, to the extent the Breach arises from Business Associate's negligence, willful misconduct, violation of law, violation of the Underlying Agreement, or violation of this Agreement.

### **IV. OBLIGATIONS OF COVERED ENTITY**

**A.** Upon request of Business Associate, Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. § 164.520.

**B.** Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, if such

changes could reasonably be expected to affect Business Associate's permitted or required uses and disclosures.

C. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. § 164.522, and Covered Entity shall inform Business Associate of the termination of any such restriction, and the effect that such termination shall have, if any, upon Business Associate's use and disclosure of such Protected Health Information.

## **V. TERM AND TERMINATION**

A. Term. The Term of this Agreement shall be effective as of the first effective date of any Underlying Agreement, and shall terminate upon later of the following events: (i) in accordance with Section V.C., when all of the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is returned to Covered Entity or destroyed (and a certificate of destruction is provided) or, if such return or destruction is infeasible, when protections are extended to such information; or (ii) upon the expiration or termination of the last of the Underlying Agreement.

B. Termination. Upon either Party's knowledge of a material breach by the other Party of its obligations under this Agreement, the non-breaching Party shall, within twenty (20) days of that determination, notify the breaching Party, and the breaching Party shall have thirty (30) days from receipt of that notice to cure the breach or end the violation. If the breaching Party fails to take reasonable steps to effect such a cure within such time period, the non-breaching Party may terminate this Agreement and the Underlying Agreement without penalty.

Where either Party has knowledge of a material breach by the other Party and determines that cure is infeasible, prior notice of the breach is not required, and the non-breaching Party shall terminate the portion of the Underlying Agreement affected by the breach without penalty.

### **C. Effect of Termination.**

1. Except as provided in paragraph 2 of this subsection C., upon termination of this Agreement, the Underlying Agreement or upon request of Covered Entity, whichever occurs first, Business Associate shall return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors of Business Associate. Neither Business Associate nor its subcontractors shall retain copies of the PHI except as required by law.

2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide within ten (10) days to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return, or destruction of PHI is infeasible, Business Associate, and its applicable subcontractors, shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate and its applicable subcontractors maintain such Protected Health Information.

## **VI. MISCELLANEOUS**

**A. No Rights in Third Parties.** Except as expressly stated herein or in the HIPAA Privacy and Security Rules, the Parties to this Agreement do not intend to create any rights in any third parties.

**B. Survival.** The obligations of Business Associate under Section V.C. of this Agreement shall survive the expiration, termination, or cancellation of this Agreement, the Underlying Agreement, and/or the business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

**C. Amendment.** The Parties agree that this Agreement will be amended automatically to conform to any changes in the HIPAA Privacy and Security Rules as are necessary for each of them to comply with the current requirements of the HIPAA Privacy and Security Rules and the Health Insurance Portability and Accountability Act, unless a particular statutory or regulatory provision requires that the terms of this Agreement be amended to reflect any such change. In those instances where an amendment to this Agreement is required by law, the Parties shall negotiate in good faith to amend the terms of this Agreement within sixty (60) days of the effective date of the law or final rule requiring the amendment. If, following such period of good faith negotiations, the Parties cannot agree upon an amendment to implement the requirements of said law or final rule, then either Party may terminate this Agreement and the Underlying Agreement upon ten (10) days written notice to the other Party. Except as provided above, this Agreement may be amended or modified only in a writing signed by the Parties.

**D. Assignment.** Neither Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party.

**E. Independent Contractor.** None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. Nothing in this Agreement creates or is intended to create an agency relationship.

**F. Governing Law.** To the extent this Agreement is not governed exclusively by the HIPAA Privacy and Security Rules or other provisions of federal statutory or regulatory law, it will be governed by and construed in accordance with the laws of the state in which Covered Entity has its principal place of business.

**G. No Waiver.** No change, waiver, or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

**H. Interpretation.** Any ambiguity of this Agreement shall be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with the HIPAA Privacy and Security Rules.

**I. Severability.** In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect.

**J.     Notice.** Any notification required in this Agreement shall be made in writing to the representative of the other Party who signed this Agreement or the person currently serving in that representative's position with the other Party.

**K.     Entire Agreement.** This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written. In the event of any inconsistency between this Agreement and any other agreement between the Parties concerning the use and disclosure of PHI and the Parties' obligations with respect thereto, the terms of this Agreement shall control.

**L.     Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.

**End of Exhibit C**

**Exhibit D (1 page)  
Data Requirements**

Contractor will submit all documents, reports, and data in accordance with the schedule in this Exhibit E: Data Requirements. All deliverables will be submitted in the format prescribed by the County and within the time frames specified. The Contractor is required to obtain a **Release of Information Form - Attachment D-1 (1 page)** from each participant and submit any additional documents and /or ad hoc reports requested by the County.

**1. Management and Reporting**

- 1.1. County reserves the right to audit any process or data resulting from provision of services pursuant to this Agreement and to request data compilation as the County determines necessary.
- 1.2. Contractor shall cooperate with the County in providing information and data as needed and on a monthly basis, necessary for the County to develop and submit all reports regarding INVEST services. Reporting data will be emailed to the County ([INVEST@pima.gov](mailto:INVEST@pima.gov)) on a monthly basis within fifteen (15) days following the end of each month.

Monthly reports will include the following information for all individuals enrolled in program activities, as available relative to each individual's progression in the program:

- 1.2.1. Date and time of participant enrollment with RIM
  - 1.2.2. Date and time of RIM Intake
  - 1.2.3. Participant demographic characteristics (age, sex, race, and ethnicity)
  - 1.2.4. Participant income upon entry to program
  - 1.2.5. Date and time of participant referral for housing services (if referred by RIM)
    - 1.2.5.1. Number of AHCCCS services completed per participant may include:
      - 1.2.5.1.1. Counseling
      - 1.2.5.1.2. Peer Support Services
      - 1.2.5.1.3. Life Skills
      - 1.2.5.1.4. Financial Literacy
      - 1.2.5.1.5. Employment Coaching
  - 1.2.6. Date of participant exit from program
  - 1.2.7. Reason for participant unsuccessful exit from program
- 1.3. Subrecipient will also provide data elements featured in the agency's existing reports:
    - 1.3.1. Participant Utilization Report (Match Report).

**End of Exhibit D**



**Attachment D-1 (1 page)**  
**Recovery In Motion Release of Information Form**

<b>Recovery In Motion</b> <b>Authorization to Release and Obtain Confidential Information</b>	
I, _____ (SSN: _____), hereby authorize Recovery In Motion to release and/or obtain confidential information contained in my medical record and/or financial statement to and/or from:	
Name of Person/Agency: _____	
Address: _____	
City: _____	State: _____ Zip: _____
Phone: _____	Cell Number: _____
Fax Number: _____	Email Address: _____
Relationship to Patient: _____	
<p>I understand that my records are protected under Federal Confidentiality regulations (42 CFR Part 2) and the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. Section 1320d et seq., and cannot be disclosed without my written consent unless otherwise provided in the regulations. I understand that my medical record may contain information concerning psychiatric, psychological, drug or alcohol abuse, HIV/AIDS, and/or related conditions. Release of mental health records must be relevant to the purpose of disclosure.</p>	
Reason for Request: _____	
Information to be released and/or obtained (Please check acceptable items):	
<input type="checkbox"/> Biopsychosocial Assessment	
<input type="checkbox"/> Letters (if available)	
<input type="checkbox"/> Psychiatric Evaluation	
<input type="checkbox"/> Presence in Treatment	
<input type="checkbox"/> Laboratory Report	
<input type="checkbox"/> Treatment Dates	
<input type="checkbox"/> Progress Notes	
<input type="checkbox"/> Progress	
<input type="checkbox"/> Medical History	
<input type="checkbox"/> Return to Work	
<input type="checkbox"/> Staff Conference/Treatment Plans & Reviews	
<input type="checkbox"/> Prognosis	
<input type="checkbox"/> Intake Evaluation	
<input type="checkbox"/> Discharge Summary	
Methods of contact (Please indicate approved methods):	
Telephone Calls: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Email: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Fax: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Written: <input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>I understand I may revoke this authorization at any time in writing to Recovery In Motion. Revocation will not be effective if Recovery In Motion has already acted on this authorization. I understand confidentiality cannot be guaranteed if information is faxed.</p>	
This authorization is valid for 365 days from the date of signature unless revoked earlier.	
<b>PROHIBITION ON REDISCLOSURE</b>	
*This Information has been disclosed to you from records protected by Federal Confidentiality rules (42 CFR part 2). The Federal rules prohibit you from making any further disclosure unless expressly permitted by written consent or as otherwise permitted by 42 CFR part 2. A general authorization is not sufficient for this purpose. The Federal rules restrict use of the information to criminally investigate or prosecute any alcohol or drug abuse patient.*	
Signature: _____	Date: _____
Witness (if applicable): _____	Date: _____

**End of Attachment D-1**