

# SCOTT COUNTY HEALTH DEPARTMENT

Administrative Center 600 W. 4<sup>th</sup> Street Davenport, Iowa 52801-1030

Office: (563) 326-8618 Fax: (563)326-8774 www.scottcountyiowa.com/health



August 23, 2011

To: Dee F. Bruemmer, County Administrator

From: Edward Rivers, Director

RE: FY12 County Agreement with the Center for Alcohol & Drug Services, Inc.

As you are aware, in the past the Scott County Board of Supervisors has provided funding to the Center for Alcohol & Drug Services, Inc. (CADS) to support Prevention Services; Detoxification, Evaluation and Treatment Services; Inmate Substance Abuse Treatment; Criminal Justice Client Case Management; and Jail Based Assessment and Treatment through one Agreement.

The FY12 Agreement has yet to be brought to the Board of Supervisors for approval and signature for two reasons. First, changes in the Prevention funds received from the Iowa Department of Public Health have made it prudent to have a Prevention Agreement separate from the County's Contract with the Iowa Department of Public Health. This Contract has not been received and will be submitted at a later date. The second reason is that CADS identified the need to restructure programming and finances in light of significant cuts at the federal level to the Jail Based Treatment Program.

After multiple discussions regarding programming, CADS proposes the following to maintain services within the current financial allocation by the County. The Health Department and the Sheriff are in support of these changes.

- 1. Detoxification, Evaluation and Treatment Services: No changes regarding service provision. Theses dollars support services for Scott County residents (general public, not inmates).
- 2. Inmate Substance Abuse Treatment and Criminal Justice Client Case Management: Combine these two allocations (\$100,000 for Treatment and \$98,000 for Case Management) into one allocation that allows flexibility to determine the level of service needed for the inmate. The number of case managers will increase from three to four. This will allow more monitoring of inmates upon release to assure continued treatment. These dollars would be paid on a set amount each month rather than on a fee for service basis as in the past.
- 3. Jail Based Treatment: No changes to the financial operations, but changes to the programming based upon the removal of federal dollars that were previously earmarked for this program. Changes include decreasing from two to one simultaneously cycling treatment group for men, decreasing the clinical and group treatment hours per cycle, and decreasing the number

of counselors from five to three. In light of these decreases, the additional case manager position previously mentioned will be important to assure continuity of care.

The Jail Based Treatment Program has been a cornerstone of the Jail's programming and key in the prevention of recidivism. While the cuts at the federal level are unfortunate, the plan proposed by CADS will provide continuity of services in the facility and to inmates upon their release into the community.

The attached Agreement has been revised to reflect the changes proposed above. I would ask that the Agreement be placed on the August 30, 2011 Committee of the Whole Agenda for review and discussion.



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**Date:** September 1, 2011 **Agreement #:** SCAA-CADSCO12

**Agreement Parties:** Scott County Center for Alcohol & Drug Services, Inc.

600 West 4<sup>th</sup> Street 1523 South Fairmount Street

Davenport, IA 52801 Davenport, IA 52802

**Agreement Amount:** \$295,432.00 Detoxification, Evaluation, and Treatment Services

\$198,000.00 Inmate Substance Abuse Treatment and Criminal Justice Client Case

Management

\$154,899.00 Jail Based Assessment and Treatment

**Purpose:** Provision of substance abuse evaluation, treatment, and aftercare services to residents

of Scott County and inmates of Scott County Jail.

Agreement Period: This Agreement shall commence on September 1, 2011 and shall continue in full force

and effect until June 30, 2012, unless either party wishes to terminate this agreement

and provides the other party a written (90) day notice of termination.

Center for Alcohol & Drug Services, Inc. agrees to perform the work and to provide the services described in the Agreement for the consideration herein. The parties hereto have executed this contract on the day and year last specified below.

For and on behalf of the Scott County Board of Supervisors:	For and on behalf of Center for Alcohol & Drug Services, Inc. Board of Directors:
By:	By:
Tom Sunderbruch, Chair	Michele Dane, President
Date:	Date:

## **ATTEST:**

Roxanna Moritz Scott County Auditor

## I. Identification of Parties

- A. The Chairperson of the Scott County Board of Supervisors is the Authorized County Official for this Agreement. The Authorized County Official must approve any changes in the terms, conditions, or amounts specified in this agreement. Negotiations concerning this agreement should be referred to the Chairperson at telephone (563) 326-8749 or <a href="mailto:board@scottcountyiowa.com">board@scottcountyiowa.com</a>. The Scott County Board of Supervisors hereinafter will be referred to as Scott County.
- B. The President of the Board of Directors is the Authorized Center for Alcohol & Drug Services, Inc. Official for this Agreement. This individual is responsible for financial and administrative matters of this agreement. Negotiations concerning this agreement should be referred to the President at telephone (563) 322-2667. The Center for Alcohol and Drug Services, Inc. hereinafter will be referred to as CADS.

## II. Term of Agreement

- A. The effective date and initial term of this Agreement shall begin on September 1, 2011 and shall continue until June 30, 2012. If either party wishes to terminate this agreement, said party shall deliver to the other party a ninety (90) day written notice of termination.
- B. This agreement may be amended in whole or in part, by mutual consent of the parties, provided that no such amendment shall become effective unless in writing and properly executed by the parties.

## III. Scope of Services

- A. Treatment of Substance Abuse Dependency Problems for Scott County Residents
  - 1. Through this agreement, CADS agrees to provide evaluation, detoxification services, and treatment of substance abuse (alcohol and drug) dependency problems for Scott County residents on a sliding fee scale.
  - 2. CADS agrees to provide a sufficient number of beds to meet any and all detoxification needs of Scott County residents.
  - 3. CADS agrees to exempt clients referred by the Scott County Community Services Department from the fee schedule.
  - 4. CADS agrees to provide social (non-medical) detoxification services (acute residential).
- B. Treatment of Substance Abuse Dependency Problems for Inmates of Scott County Jail and Case Management of Criminal Justice Clients

- 1. CADS agrees to work collaboratively with the Scott County Jail, Correctional Services, and the Courts in Scott County to provide an integrated substance abuse program that diverts inmates from jail into treatment, protects the interests of the community and provides a positive impact on the participants.
- 2. CADS agrees to provide services to inmates of the Scott County Jail that are consistent with the client's needs.
- 3. CADS agrees to have available, at minimum, an aggregate of four (4) beds in (a) non-secure residential setting(s) for the placement of inmates or potential inmates into treatment.
- 4. CADS agrees to make appropriate placements into halfway house and outpatient programs for said inmates that successfully progress from residential treatment.
- 5. Placements will be determined through the use of American Society of Addiction Medicine (ASAM) placement and continued stay criteria.
- 6. CADS agrees to provide case management services for criminal justice clients (referred from the Scott County Jail, the Courts, or other alternative programs).
- 7. Said services to include four full-time professional case management staff that provide the following services:
  - a. Court, jail, and criminal justice liaison activities
  - b. Placement screening
  - c. Transition planning
  - d. Referrals into other CADS programs and community resources
  - e. Client follow-up
  - f. Data collection
  - g. Other duties pertaining to client and program success.
- E. Jail-Based Treatment of Substance Abuse Dependency Problems for Inmates of Scott County Jail
  - 1. CADS agrees to provide services to inmates of the Scott County Jail that are consistent with the client's needs.
  - 2. CADS agrees to make appropriate placements into halfway house and outpatient programs for said inmates that successfully progress from residential treatment.
  - 3. Placements will be determined through the use of American Society of Addiction Medicine (ASAM) placement and continued stay criteria.
  - 4. CADS agrees to provide case management services for criminal justice clients (referred from the Scott County Jail, the Courts, or other alternative programs).

## IV. Manner of Financing

A. Treatment of Substance Abuse Dependency Problems for Scott County Residents

- 1. Scott County will provide \$295,432.00 to CADS payable in ten (10) monthly installment of \$29,543.20. Each installment shall be made available on the Monday following the first monthly meeting of the Scott County Board of Supervisors.
- 2. Scott County and CADS each acknowledge that the annual payment specified on the cover sheet for treatment includes a limited supplemental appropriation for intermediate and long-term residential services and outpatient services provided by CADS.
- B. Treatment of Substance Abuse Dependency Problems for Inmates of Scott County Jail and Case Management of Criminal Justice Clients
  - 1. Scott County will provide \$198,000.00 to CADS payable in ten (10) monthly installment of \$19,800.00. Each installment shall be made available on the Monday following the first monthly meeting of the Scott County Board of Supervisors.
  - 2. The above funding will supplement other sources and allow for a more intensive and flexible program of treatment.
  - 3. Wherever possible, CADS will provide said services using traditional funding sources such as State reimbursement for substance abuse, individual insurance reimbursements, or other available funding sources.
- C. Jail-Based Treatment of Substance Abuse Dependency Problems for Inmates of Scott County Jail
  - 1. Scott County will provide \$154,899 to CADS payable in ten (10) monthly installments of \$15,489.99. Each installment shall be made available on the Monday following the first monthly meeting of the Scott County Board of Supervisors.
  - 2. CADS will maintain a detailed accounting of monthly expenses relating to the jail-based treatment services for Scott County to review upon request.
- D. Scott County and CADS each acknowledge that the payments herein to be made are to supplement and not supplant other available sources of income to CADS, such as fees collected for services provided to individual patients.
- E. CADS shall not transfer between programs the total annual funds allotted to each program as specified in the Scott County budget submission, without prior Scott County approval of such transfers.

## V. Liability and Indemnification

A. Scott County shall be named as an additional insured under the comprehensive liability policy maintained by CADS and providing minimum coverage of \$1 million. A copy of the certificate of insurance shall be on file in the Office of the County Administrator.

B. CADS shall hold harmless from and indemnify Scott County against all claims, suits, actions, costs, attorney fees, expenses, damages, judgments, or decrees, incurred by any reason of any person or persons or property being damaged or injured by CADS or any agent or employee of CADS.

# VI. Reports

A. CADS agrees to submit the following reports to Scott County:

1. Copy of Iowa Department of Public Annually at the time of Health Substance Abuse License and Review Summary (conducted every 3 yrs)

2. A revised budget estimate and program performance projections if different from the original request. Within thirty (30) days of the signing of this agreement

First quarter outcomes:
 Second quarter outcomes:
 Third quarter outcomes:
 Fourth quarter outcomes:
 April 30, 2012
 August 31, 2012

7. Certified Public Accountant Audit report: November 1, 2012

8. Minutes, or a summary thereof, the monthly meetings of the CADS Board of Directors as requested.

- 9. Notification of any significant changes in funding, salary levels, staffing or programming; including the expansion of existing programs, addition of staff positions or the addition of any new funding source and/or program in a timely manner.
- 10. All of CADS financial and statistical records will be open to Scott County for review upon request.

#### VII. Additional Conditions

- A. CADS shall comply with all applicable laws and regulations pertaining to its operation, and shall not discriminate in providing services on the basis of race, color, creed, national origin, sex, handicapping conditions or religious affiliation.
- B. None of the funds provided through this Agreement shall be used for any partisan political activity nor shall they be used to further the election of any candidate for political office.

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES THAT THIS RESOLUTION HAS BEEN FORMALLY APPROVED BY THE BOARD OF SUPERVISORS ON

DATE

SCOTT COUNTY AUDITOR

## RESOLUTION

## SCOTT COUNTY BOARD OF SUPERVISORS

September 1, 2011

# APPROVAL OF FY2012 CONTRACTUAL AGREEMENT BETWEEN THE CENTER FOR ALCOHOL & DRUG SERVICES, INC. (CADS) AND SCOTT COUNTY

BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

Section 1. That the FY2012 Contractual Agreement between the Center for Alcohol & Drug Services, Inc. (CADS) and Scott County is hereby approved for five different service areas as follows:

Detoxification, Evaluation and Treatment \$295,432
Inmate Substance Abuse Treatment and \$198,000
Criminal Justice Client Case Management

Jail Based Assessment and Treatment \$ 154,899

- Section 2. That the chairman is hereby authorized to sign said agreement.
- Section 3. This resolution shall take effect immediately.