



SCOTT COUNTY HEALTH DEPARTMENT
Administrative Center
600 W. 4th Street
Davenport, Iowa 52801-1030
Office: (563) 326-8618 Fax: (563)326-8774
www.scottcountyiowa.com/health



October 11, 2011

To: Dee F. Bruemmer, County Administrator
From: Edward Rivers, Director

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

As you are aware, the County Agreement with the Center for Alcohol & Drug Services, Inc. (CADS) that was brought to the Board of Supervisors for signature in August did not include the dollars that the Board provides to CADS for Prevention Services. At that time, the County Substance Abuse Prevention Contract from the Iowa Department of Public had not been received.

Since that time, the Contract has been received, signed and a subcontract with CADS has been developed and approved by the County Attorney's Office as well as the Iowa Department of Public Health, as required by Contract.

I would ask that the Subcontract be placed on the October 25, 2011 Committee of the Whole Agenda for review and discussion.

BOARD OF SUPERVISORS

Administrative Center
600 West 4th Street
Davenport, Iowa 52801
Office: 563-326-8749
Fax: 563-328-3285
E-mail: board@scottcountyia.com
www.scottcountyia.com



CONTRACT #: 64048-38A-CADS12

PROJECT TITLE: County Substance Abuse Prevention Services

PROJECT PERIOD: July 1, 2011 through June 30, 2012

CONTRACT AMOUNT: \$40,000

CONTRACT PERIOD: July 1, 2011 through June 30, 2012

FUNDING SOURCE:

COUNTY: \$30,000.00
STATE: \$10,000.00

CONTRACT ADMINISTRATOR INFORMATION:

NAME/TITLE: Joseph P. Cowley, Executive Director
PHONE: 563-332-8974
FAX: 563-336-8826
E-MAIL: jcowley@cad-s-ia.com

CONTRACTOR: Center for Alcohol & Drug Services, Inc.
1523 S. Fairmount
Davenport, IA 52802

The Contractor agrees to perform the work and to provide the services described in the Special Conditions for the consideration stated herein. The duties, rights and obligations of the parties to this contract shall be governed by the Contract Documents, which include the Special Conditions, General Conditions, Request for Bid and Application.

The Contractor has reviewed and agrees to the General Conditions effective October 1, 2009 as posted on the Department's Web site under *Funding Opportunities*: www.idph.state.ia.us. The contractor specifies no changes have been made to the Special Conditions or General Conditions.

The parties hereto have executed this contract on the day and year last specified below.

For and on behalf of the County:

For and on behalf of the Contractor:

By: _____

By: _____

Tom Sunderbruch, Chair
Scott County Board of Supervisors

Joseph P. Cowley, Executive Director
Center for Alcohol & Drug Services, Inc.

Date: _____

Date: _____

Special Conditions for Contract # 64048-38A-CADS12

Article I- Identification of Parties:

This contract is entered into by and between the Scott County Board of Supervisors (hereinafter referred to as the (COUNTY) and the CONTRACTOR, as identified on the contract face sheet. The Iowa Department of Public Health is referred to as the STATE.

Article II - Designation of Authorized County Official:

Tom Sunderbruch, Chairman of the Scott County Board of Supervisors, is the Authorized County Official for this contract. Any changes in the terms, conditions, or amounts specified in this contract must be approved by the Authorized County Official. Negotiations concerning this contract should be referred to Edward Rivers at (563) 326-8618.

Article III - Designation of Contract Administrator:

Joseph P. Cowley has been designated by the CONTRACTOR to act as the Contract Administrator. This individual is responsible for financial and administrative matters of this contract. Negotiations concerning this contract should be referred to Joseph P. Cowley at (563) 332-8974.

Article IV-Key Personnel for Project Implementation

The following individual(s) shall be considered key personnel for purposes of fulfilling work and services of this contract:

Name	Title	E-mail address
Joseph P. Cowley	Executive Director	jcowley@cads-ia.com
Janet Rector	Prevention Coordinator	jrector@cads-ia.com
Kurt Streicher	Fiscal Officer	kstreicher@cads-ia.com

The Contractor shall notify the COUNTY within ten (10) days of any change of Contract Administrator or Key Personnel.

Article V - Statement of Contract Purpose:

To provide substance abuse prevention and related services to the county.

Article VI - Description of Work and Services:

In compliance with the STATE approved work plan for FY2012, the CONTRACTOR shall provide substance abuse prevention and related services that are not currently funded by any other state or federal funds and that will include only:

- Prevention
- Education, or
- Referral/post-treatment services

Article VII – Performance Measure

A disincentive of 5% of the contractual amount shall apply if the CONTRACTOR does not meet their submitted work plan goals as detailed in the Final Report. Any disincentive shall be assessed and deducted from the final payment.

Article VIII - Reports:

The CONTRACTOR shall prepare and submit the following reports to the COUNTY on forms provided by the COUNTY:

Report	Date Due
Quarterly Expenditure Workbook	Submit expenses within 20 working days of quarterly expenditures
Year End Report	Submitted with the Quarterly Expenditure Workbook that finalizes services

* All reports should be signed by key personnel using non-black ink.

Reports shall be sent to:

Scott County Health Department
 600 West 4th Street
 Davenport, Iowa 52801-1030
 E-mail: health@scottcountyiowa.com

Article IX - Budget:

Category	STATE Budget	COUNTY Budget
Contract	\$10,000.00	\$30,000.00

Article X - Payments:

1. The COUNTY provides contractual payments **on the basis of reimbursement of actual expenses** in accordance with Iowa Code 8A.514.
2. The COUNTY will **not** reimburse travel amounts in excess of limits established by Iowa Department of Administrative Services.
 - a. Instate maximum allowable amounts for food are \$8.00/breakfast, \$12.00/lunch and \$23.00/dinner; lodging maximum \$75 plus taxes per night and mileage maximum of \$0.39 per mile.
3. Final payment may be withheld until all contractually required reports have been received and accepted by the COUNTY. At the end of the contract period, unobligated STATE contract amount funds shall revert to the STATE and unobligated COUNTY amount funds shall revert to the COUNTY.

Article XI – Additional Conditions

1. As a condition of the contract, the CONTRACTOR shall assure linkage with the local board of health. The CONTRACTOR will assure that the local board of health has been actively engaged in planning for, and evaluation of, services. It will also maintain effective linkages with the local board of health, including timely and effective communications and ongoing collaboration.
2. Funds made available under this contract shall be used to supplement and increase the level of state, local and other non-federal funds that would in the absence of such federal and state funds be made available for the programs and activities for which funds are provided and will in no event take the place of state, local and other non-federal funds.
3. The disbursement of funds under this contract is contingent upon the continued availability of COUNTY and STATE funds.

4. Any use of the STATE'S name, logo, or other identifier must have prior written approval from the STATE.
5. All work plan revisions must be approved by the COUNTY prior to implementation. Requests for work plan revisions must be received by the COUNTY on or before February 15, 2012.
6. The parties to this agreement shall attempt to mediate disputes which arise under this agreement by engaging in mediation with a mutually-agreed upon mediator. Each party shall bear 50% of the costs of such mediation. In the event the parties are unable to reach agreement, the parties shall submit their dispute to binding arbitration by a board of arbitration as provided for in Iowa Code section 679A.19.
7. 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.
8. 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.
9. 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.
10. None of the funds provided through this Contract 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

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

October 27, 2011

APPROVAL OF AMENDMENT TO FY2012 CENTER FOR ALCOHOL & DRUG SERVICES, INC. (CADS) AGREEMENT FOR PREVENTION SERVICES

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

- Section 1. That the Amendment to the FY2012 Center for Alcohol & Drug Services, Inc. (CADS) Agreement for reimbursement for prevention services on a monthly basis to include a detailed accounting of actual expenses is hereby approved.
- Section 2. The funding shall remain at \$40,000 for prevention services.
- Section 3. This resolution shall take effect immediately.