



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](http://www.scottcountyiowa.com/health)



July 6, 2012

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

RE: FY13 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 June 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 Iowa Department of Public Health, as required by Contract.

I would ask that the Subcontract be placed on the July 17, 2012 Committee of the Whole Agenda for review and discussion.

**BOARD OF SUPERVISORS**

Administrative Center  
600 West 4<sup>th</sup> Street  
Davenport, Iowa 52801  
Office: 563-326-8749  
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**CONTRACT #:** 64048-38A-CADS13

**PROJECT TITLE:** County Substance Abuse Prevention Services

**PROJECT PERIOD:** July 1, 2012 through June 30, 2013

**CONTRACT AMOUNT:** \$40,000

**CONTRACT PERIOD:** July 1, 2012 through June 30, 2013

**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](mailto: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](http://www.idph.state.ia.us) or as available by contacting Teri Arnold at (563) 326-8618 ext. 8809. 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: \_\_\_\_\_  
Tom Sunderbruch, Chair  
Scott County Board of Supervisors

By: \_\_\_\_\_  
Joseph P. Cowley, Executive Director  
Center for Alcohol & Drug Services, Inc.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# Special Conditions for Contract # 64048-38A-CADS13

## 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:

### County Personnel

Name	Title	E-mail address
Tom Sunderbruch	Chairman	<a href="mailto:board@scottcountyiowa.com">board@scottcountyiowa.com</a>
Edward Rivers	Health Director	<a href="mailto:health@scottcountyiowa.com">health@scottcountyiowa.com</a>
Amy Thoreson	Deputy Health Director	<a href="mailto:athoreson@scottcountyiowa.com">athoreson@scottcountyiowa.com</a>
Teri Arnold	Administrative Office Assistant/Fiscal Officer	<a href="mailto:tarnold@scottcountyiowa.com">tarnold@scottcountyiowa.com</a>

### Contractor Personnel

Name	Title	E-mail address
Joseph P. Cowley	Executive Director	<a href="mailto:jcowley@cads-ia.com">jcowley@cads-ia.com</a>
Janet Rector	Prevention Coordinator	<a href="mailto:jrector@cads-ia.com">jrector@cads-ia.com</a>
Kurt Streicher	Fiscal Officer	<a href="mailto:kstreicher@cads-ia.com">kstreicher@cads-ia.com</a>

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 in Scott County.

## Article VI - Description of Work and Services:

In compliance with the STATE approved work plan for FY2013, 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 on the Year End 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:

<b>Report</b>	<b>Date Due</b>
Quarterly Expenditure Workbook	July-September 2012 expenses due October 19, 2012 October-December 2012 expenses due January 18, 2013 January-March 2013 expenses due March 18, 2013 April-June 2013 (Final) expenses due July 12, 2013
Year End Report	Submitted with the Quarterly Expenditure Workbook that finalizes services due July 12, 2013

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

Reports shall be sent to:

Scott County Health Department  
600 West 4<sup>th</sup> Street  
Davenport, Iowa 52801-1030  
E-mail: [health@scottcountyiowa.com](mailto:health@scottcountyiowa.com)

**Article IX - Budget:**

<b>Category</b>	<b>STATE Budget</b>	<b>COUNTY Budget</b>
Contracted Services	\$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 \$83 plus taxes per night and mileage maximum of \$0.39 per mile.
  - b. These funds may not be used for Out of State travel.
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 and State 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 Description of Work or Services revisions must be approved by the COUNTY prior to implementation. Requests for Description of Work or Services revisions must be received by the COUNTY on or before December 10, 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

July 19, 2012

#### APPROVAL OF FY2013 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 FY2013 Contractual Agreement between the Center for Alcohol & Drug Services, Inc. (CADS) and Scott County for reimbursement for prevention services on a monthly basis to include a detailed accounting of actual expenses is hereby approved in the amount of \$40,000.
- Section 2. That the chairman is hereby authorized to sign said agreement.
- Section 3. This resolution shall take effect immediately.