



Scott County Health Department

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September 26, 2019

To: Mahesh Sharma, County Administrator
From: Edward Rivers, Director

RE: FY20 County Agreement with the Center for Alcohol & Drug Services, Inc. for Prevention Services

The County Agreement with the Center for Alcohol & Drug Services, Inc. (CADS) that was brought to the Board of Supervisors for signature in June 2019 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 Health had not been received.

Since that time, the Contract has been received and signed, and a subcontract with CADS has been developed and approved by the Iowa Department of Public Health, as required by the Contract. This Contract includes the \$30,000 of County Dollars that leverage the \$10,000 from the Iowa Department of Public Health.

I would ask that the Subcontract be placed on the October 15, 2019 Committee of the Whole Agenda for review and discussion.

BOARD OF SUPERVISORS

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CONTRACT #: 64048-38A-CADS20

PROJECT TITLE: County Substance Abuse Prevention Services

PROJECT PERIOD: July 1, 2019 through June 30, 2020

CONTRACT AMOUNT: \$40,000

CONTRACT PERIOD: July 1, 2019 through June 30, 2020

FUNDING SOURCE:

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

CONTRACT ADMINISTRATOR INFORMATION:

NAME/TITLE: Dennis Duke, President
PHONE: 563-322-2667
FAX: 563-336-8826
E-MAIL: dennis.duke@unitypoint.org

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 and all other contract provisions for the County Substance Abuse Prevention funding. The duties, rights and obligations of the parties to this contract shall be governed by the Contract Documents, which include the Special Conditions, Iowa Department of Public Health General Conditions, Iowa Department of Public Health Request for Proposal and Scott County’s Application.

The Contractor has reviewed and agrees to the General Conditions effective July 1, 2019 as posted on the Iowa Department of Public Health’s Web site under *Funding Opportunities*: www.idph.state.ia.us, attached, 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 Iowa Department of Public Health 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: _____
Tony Knobbe, Chair
Scott County Board of Supervisors

By: _____
Dennis Duke, President
Center for Alcohol & Drug Services, Inc.

Date: _____

Date: _____

Special Conditions for Contract # 64048-38A-CADS20

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 Center for Alcohol & Drug Services, Inc. hereinafter referred to as the CONTRACTOR. The CONTRACTOR is a licensed and accredited substance abuse agency located in Scott, County, Iowa. The Iowa Department of Public Health is referred to as the STATE.

Article II - Designation of Authorized County Official:

Tony Knobbe, 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:

Dennis Duke 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 Dennis Duke at (563) 322-2667.

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
Tony Knobbe	Chairman	board@scottcountyiowa.com
Edward Rivers	Health Director	health@scottcountyiowa.com
Amy Thoreson	Deputy Health Director	amy.thoreson@scottcountyiowa.com
Teri Arnold	Grant Accounting Specialist	teri.arnold@scottcountyiowa.com

Contractor Personnel

Name	Title	E-mail address
Dennis Duke	President	dennis.duke@unitypoint.org
Janet Rector	Director of Quality Services	janet.rector@unitypoint.org
Jill Westhoff	Director of Financial Operations	jill.westhoff@unitypoint.org
Melinda Lenhard	Grants & Contracts Specialist	melinda.lenhard@unitypoint.org

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 services in Scott County not currently being funded by any other state or federal funds.

Article VI - Description of Work and Services:

In compliance with the COUNTY and STATE approved work/action plan for FY2020 (Attachment 1), 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:

- Substance Abuse Education Services;
- Substance Abuse Prevention Services;
- Substance Abuse Referral Services; and/or
- Substance Abuse Post-treatment Services.

NOTE: These funds may not be used for out-of-state travel, out-of-state speakers, promotional items, t-shirts, banners, incentives, subscriptions, dues or certification costs. No meals for project participants other than light refreshments such as non-alcoholic beverages, vegetables, crackers/chips, etc.

Article VII – Performance Measure

CONTRACTOR shall meet the FY2020 work plan goals and objectives as submitted and approved by the COUNTY and STATE.

A disincentive totaling five percent (5%) of the state contractual amount shall be withheld from the second quarterly claim (due February 7, 2020). The monies will be released upon confirmation by Iowa Department of Public Health Staff that the goals and objectives were met as submitted in the final report (due July 29, 2020).

Article VIII - Reports:

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

Report	Date Due
Semi-Annual Progress Report	January 24, 2020
Quarterly Expenditure Workbook	July-September 2019 expenses due November 8, 2019
	October-December 2019 expenses due February 7, 2020
	January-March 2020 expenses due May 8, 2020
	April-June 2020 (Final) expenses due July 29, 2020
Year End Report	July 29, 2020

* 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
Salary/Benefits	\$10,000.00	\$30,000.00

The CONTRACTOR shall receive written approval from the COUNTY prior to spending the final three (3) percent of total funds awarded.

Article X - Payments:

1. Submission of Claims for contract period:
The CONTRACTOR shall complete and submit a claim for services rendered in accordance with this Contract. The Invoice/Claim shall be submitted quarterly to the COUNTY according to the timelines identified and within 35 days of the 3-months expenditures.

The COUNTY and STATE shall verify the CONTRACTOR's performance of the provision of Services/Deliverables and timeliness of claims before making payment. The STATE may elect not to pay claims that are considered untimely.

2. End of State Fiscal Year Claim Submission: Notwithstanding the timeframes above and absent:
 - a. Longer timeframes established in federal law, or
 - b. The express written consent of the STATE,

the CONTRACTOR shall submit all claims to COUNTY by July 29, 2020 for all service performed in the preceding STATE and COUNTY fiscal year (ends June 30).

The STATE will not automatically pay end of fiscal year claims that are considered untimely. If the CONTRACTOR seeks payment for end of state fiscal year claim(s) submitted after July 29th, the CONTRACTOR may submit the late claim(s), as well as a justification for the untimely submission. The justification and request for payment must be submitted to COUNTY. COUNTY will submit the request to STATE. STATE may reimburse the claim if funding is available after the end of the fiscal year.

If funding is not available after the fiscal year, the claim may be submitted by COUNTY to STATE Appeal Board in accordance with instructions for consideration.

3. The COUNTY and STATE shall pay all approved invoices/claims in arrears. The COUNTY and STATE may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa law.
4. The COUNTY and STATE provides contractual payments on the basis of reimbursement of actual expenses in accordance with Iowa Code 8A.514.
5. The COUNTY and STATE will not reimburse travel amounts in excess of limits established by Iowa Department of Administrative Services.

- a. Instate maximum allowable amounts for food are \$12.00/breakfast, \$15.00/lunch, and \$29.00/dinner; lodging maximum \$98.00 plus taxes per night and mileage maximum of \$.39 per mile.
6. The COUNTY and STATE will reimburse the CONTRACTOR for expenditures at a rate not to exceed the percentage that the contract amount represents the total budget (excluding soft match).
7. Final payment may be withheld until all contractually required reports have been received and accepted by the STATE. At the end of the contract period, unobligated contract amount funds shall revert to the COUNTY and STATE.
8. Warrants (payments) for services provided under this contract will be made payable to the CONTRACTOR and mailed to the CONTRACTOR at the CONTRACTOR Legal Address as listed on the contract face page.

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. Federal 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 work plan 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 April 22, 2020.
6. CONTRACTOR shall allow COUNTY, STATE, and any of their duly authorized representatives to have access, for the purpose of audit and examination, to any documents, papers, and records of the CONTRACTOR pertinent to this contract.
7. 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.
8. 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.

9. Indemnification: Each party hereto shall indemnify, defend, protect, hold harmless and release the other, their officers, agents and employees, from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs or expenses (including reasonable attorneys' fees) arising from or in connection with, or caused by any negligent act or omission or willful misconduct of such indemnifying party.
10. 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.
11. 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.

FY2020 Work Plan

Goal 1: To increase perception of harm related to use and misuse of alcohol. Baseline measure: 75% of all grades perceived moderate to great risk, Iowa Youth Survey 2016, C9.	
Objective 1	Activities
By June 30, 2020, conduct presentations to a minimum of 250 parents or school personnel with 75% of 250 participants increasing or maintaining their perception of harm related to use and misuse of alcohol.	<ul style="list-style-type: none"> a. Present at school meetings, where parents are present, to provide information on alcohol issues. b. Through school events (school registration, conferences, sporting events, or open house), staff will inform the public on science-based or community-based prevention programs.
Objective 2	Activities
By June 30, 2020, conduct presentations to a minimum of 300 community members with 75% of 300 participants increasing or maintaining their perception of harm related to use and misuse of alcohol.	<ul style="list-style-type: none"> a. Participate in community health fairs, as requested, for local employers, agencies and businesses to provide information on alcohol issues. b. Conduct one-time presentations to community groups such as city councils, board of health, county planning councils, businesses, and service clubs about substance abuse and the potential risk and consequences. c. Through community meetings, staff will inform the public on science-based or community-based prevention programs.
Goal 2: To reduce 30 day use of marijuana. Baseline measure 6% of Scott County students in grades 6,8 and 11 report marijuana use in the past 30 days, Iowa Youth Survey 2016, B41	
Objective 3	Activities
Conduct the curriculum Aggression Replacement Training-ART (OJJDP Model Program) to high risk and indicated populations. By June 30, 2020, 75% of 50 participants surveyed on pre-post tests will have increased or maintained their perception of harm related to marijuana use.	<ul style="list-style-type: none"> a. Meet with youth at an intermediate or high school in Scott County, not already engaged through IPN grant, to conduct the model program, Aggression Replacement Training-ART. b. Conduct pre/post tests with each cycle of ART.
Objective 4	Activities
Conduct skill building sessions with youth at high risk and indicated populations. By June 30, 2020, 75% of 100 participants surveyed on pre-post tests will have increased or maintained their perception of harm related to marijuana use.	<ul style="list-style-type: none"> a. Conduct at least 10 skill-building sessions regarding prevention of high risk behaviors and marijuana use with representatives of other community agencies such as but not limited to Scott County Juvenile Court Services and Family Resources Youth Alternative Program. b. Meet bi-weekly with indicated population within Scott County criminal justice system to facilitate skill building sessions and educate on harm related to marijuana use.

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 17, 2019

APPROVAL OF FY2020 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 FY2020 Contractual Agreement between the Center for Alcohol & Drug Services, Inc. (CADS) and Scott County for reimbursement for prevention services on a quarterly 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.