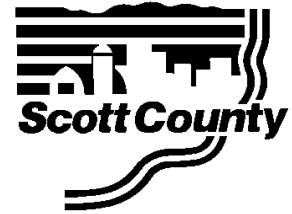


Community Services Department

600 W. 4th St.
Davenport, Iowa 52801



(563) 326-8723 Fax (563) 326-8730

June 20, 2022

TO: Mahesh Sharma, County Administrator

FROM: Lori A. Elam, Community Services Director

RE: Authorized Agency Agreement
Center for Alcohol and Drug Services, Inc. (CADS)

Enclosed is the proposed FY23 Agreement with the above listed agency.

The dates and contractual amounts reflect the Board's decisions during the budget review process. The county continues to fund three different services:

\$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

I will be meeting with CADS leadership staff to discuss the contract and specific services provided. The FY24 contract will be modified to better address the jail needs and the community needs.

An additional agreement that addresses the county and state prevention dollars will be presented for approval at a later date, following the Iowa Department of Public Health's approval and notification of grant funding.

I will be available at the Committee of the Whole meeting for any questions.

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 board@scottcountyiowa.com. 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 (309) 779-2043. 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 July 1, 2022 and shall continue until June 30, 2023. 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 Use Disorders for Scott County Residents
 1. Through this agreement, CADS agrees to provide evaluation, detoxification services, and treatment of substance use (alcohol and drug) disorders 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. Scott County referrals through the District Court (civil commitments) can be additionally reimbursed at \$125.00 daily, \$75.00 for Admission Physical, and \$35.00 for Full Drug Screens, \$15.00 for THC Level (less insurance reimbursement). Testimony and Court Report are reimbursable at \$137.28, including outpatient/off site evaluations. Referrals through the District Court (civil commitments) ordered to be completed as Outpatient and off site can be reimbursed \$137.28 for testimony and Court Report.
 5. CADS agrees to provide all (non-medical) detoxification services (acute residential).

- B. Treatment of Substance Use Disorders 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 use disorder 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.
- C. Jail-Based Treatment of Substance Use Disorders 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 Use Disorders for Scott County Residents
 - 1. Scott County will provide \$295,432.00 to CADS payable in eleven (11) monthly installment of \$24,620 and one installment of \$24,612. Each installment shall be made available on the day 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 Use Disorders for Inmates of Scott County Jail and Case Management of Criminal Justice Clients
 - 1. Scott County will provide \$198,000 to CADS payable in twelve (12) monthly installment of \$16,500. (Each monthly installment will be broken down into two payments: \$8,333.33 for inmate substance use disorder treatment and \$8,166.67 for case management criminal justice clients.) Each installment shall be made available on the day 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 Use Disorders for Inmates of Scott County Jail
 - 1. Scott County will provide \$154,899 to CADS payable in twelve (12) monthly installments of \$12,908.25. Each installment shall be made available on the day 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. 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.

VI. Reports

- A. CADS agrees to submit the following reports to Scott County:
 - 1. Copy of Iowa Department of Public Health Substance Abuse License and Review Summary (conducted every 3 yrs) Annually at the time of renewal
 - 2. A revised budget estimate and program performance projections if different from the original request. Within thirty (30) days of signing of this agreement
 - 3. First quarter outcomes: October 2022
 - 4. Second quarter outcomes: January 2023
 - 5. Third quarter outcomes: April 2023
 - 6. Fourth quarter outcomes: August 2023
 - 7. Audit report by Certified Public Accountant: 120 days from the end of the agency's fiscal year
 - 8. Minutes, or a summary of, 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

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

June 22, 2022

APPROVAL OF FY23 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 FY23 Contractual Agreement between the Center for Alcohol & Drug Services, Inc. (CADS) and Scott County is hereby approved for service areas as follows:

Detoxification, Evaluation and Treatment	\$ 295,432
Inmate Substance Abuse Treatment and Criminal Justice Client Case Management	\$ 198,000
Jail Based Assessment and Treatment	<u>\$ 154,899</u>
	\$ 648,331

Section 2. That the chairman is hereby authorized to sign said agreement.

Section 3. This resolution shall take effect 7/1/22.