

Community Services Department

600 W. 4th St.
Davenport, Iowa 52801



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

August 8, 2022

TO: Mahesh Sharma, County Administrator

FROM: Lori A. Elam, Community Services Director

RE: FY23 County Agreement with the Center for Alcohol and 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 approval on June 22, 2022 did not include the dollars that the Board provides to CADS for Prevention Services. 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 will be available at the Committee of the Whole meeting for any questions.

BOARD OF SUPERVISORS

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CONTRACT #: CADS23

PROJECT TITLE: County Substance Abuse Prevention Services

PROJECT PERIOD: July 1, 2022 through June 30, 2023

CONTRACT AMOUNT: \$40,000

CONTRACT PERIOD: July 1, 2022 through June 30, 2023

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 Amy Thoreson at (563) 326-8618 ext. 8833. 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: _____
Ken Beck, Chair
Scott County Board of Supervisors

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

Date: _____

Date: _____

Special Conditions for Contract # CADS23

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:

Ken Beck, 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 Lori Elam at (563) 326-8723.

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
Ken Beck	Chairman	board@scottcountyiowa.gov
Lori Elam	Community Services Director	Lori.Elam@scottcountyiowa.gov
Cheri Sexton	Administrative Support Specialist	Cheri.Sexton@scottcountyiowa.gov

Contractor Personnel

Name	Title	E-mail address
Dennis Duke	President	dennis.duke@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 FY2023 (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.

All services must adhere to Culturally and Linguistically Appropriate Service Standards (CLAS) by providing appropriate content and language (including reading level and translation) that are equitable to reach all populations.

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 FY2023 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 9, 2023). 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 August 1, 2023).

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 31, 2023
Quarterly Expenditure Workbook	July-September 2022 expenses due November 14, 2022
	October-December 2022 expenses due February 13, 2023
	January-March 2023 expenses due May 15, 2023
	April-June 2020 (Final) expenses August 1, 2023
Year End Report	August 1, 2023

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

Reports shall be sent to:

Scott County Community Services
600 West 4th Street
Davenport, Iowa 52801-1030
E-mail: lori.elam@scottcountyiowa.gov

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 August 1, 2023 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 28th, 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, 2023.
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.

FY2023 Work Plan

Goal 1 To increase perception of harm related to use and misuse of alcohol. Baseline measure: 77% of all grades perceived moderate (16%) to great risk (61%), Iowa Youth Survey 2018,C9.

Objective 1	Activities
<p>By June 30, 2023, conduct presentations to a minimum of 750 individuals/community members with 75% or 563 of 750 participants increasing or maintaining their perception of harm related to use and misuse of alcohol.</p>	<ul style="list-style-type: none"> a. Present at two (2) school meetings or events each quarter, where parents/caregivers are present, to provide information on alcohol issues. b. Attend four (4) school events, including, but not limited to, school registration, conferences, sporting events, or open house, school board meetings each quarter. Staff will inform the public on evidence-based or community-based prevention programs and services. c. Participate in three (3) community health fairs virtually throughout the timeline (year) as requested, for local employers, agencies and businesses to provide information on alcohol issues. d. Conduct fifteen (15) one-time presentations within the timeline (year) to community groups such as city councils, board of health, county planning councils, businesses, social service agencies, and service clubs about substance abuse and the potential risk and consequences. e. Attend twenty (20) community meetings each quarter (school personnel, counselors, law enforcement, faith base, civic organizations and business professionals, town halls, etc.), staff will inform the public on evidence-based or community-based prevention programs and services.

Goal 2: To reduce 30 day use of marijuana. Baseline measure: 5% of Scott County students in grades 6, 8 and 11 report marijuana use in the past 30 days, Iowa Youth Survey 2018, B40.

Objective 2	Activities
<p>Conduct skill building sessions with youth of high risk and indicated populations. By June 30, 2023, 75% or 113 of 150 participants surveyed on pre-post tests will have increased or maintained their perception of harm related to marijuana use.</p>	<ul style="list-style-type: none"> a. Meet with youth at one (1) indicated group from an intermediate or high school in Scott County five (5) times each quarter not already engaged through IPN grant, to deliver the program, Aggression Replacement Training-ART. b. Conduct at least 15 skill-building sessions throughout the timeline (year) regarding prevention of high risk behaviors and marijuana and tobacco in collaboration with representatives of other community agencies such as, but not limited to, Scott County Juvenile Court Services, Family Resources and other youth serving organizations. c. Meet with four (4) at-risk populations within Scott County, one (1) each quarter, five (5) times per quarter

	to facilitate skill building sessions and educate on harm related to marijuana and tobacco use.
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THE COUNTY AUDITOR'S
SIGNATURE CERTIFIES
THAT THIS RESOLUTION
HAS BEEN FORMALLY

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

August 18, 2022

APPROVAL OF FY23 COUNTY AGREEMENT WITH THE CENTER FOR ALCOHOL &
DRUG SERVICES, INC. (CADS) FOR PREVENTION SERVICES

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

- Section 1. That the FY23 County Agreement between the Center for Alcohol & Drug Services, Inc. (CADS) 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.