

IN THE SUPREME COURT OF THE STATE OF ARIZONA

In the Matter of:)	
)	
SPECIAL ACCESS TO RECORDS AND)	Administrative Order
INFORMATION CONCERNING DRUG)	<u>No. 2009 - 37</u>
COURT PARTICIPANTS IN PIMA)	
COUNTY)	
)	

In Administrative Order No. 2008-94, this Court terminated the Administrative Office of the Courts' participation in the Access to Recovery Grant. The Order also allowed participating superior courts, on behalf of their drug courts, to enter subgrantee agreements directly with the Governor's Office for Children, Youth and Families (GOCYF). The Order further allowed continued access to relevant records by Pima Prevention Partnership.

The Court has been advised that the Governor's Office for Children, Youth and Families, Division for Substance Abuse Policy (GOCYF) and the Superior Court in Pima County have agreed that COPE Community Services, Inc. shall be the Subgrantee for the Pima County portion of the ATR Grant. The GOCYF has entered into a Subgrantee Agreement with COPE Community Services (COPE) (see Exhibit A) that, inter alia, identifies the services that COPE shall perform as ATR Subgrantee.

The Superior Court in and for Pima County and COPE have entered into an agreement describing their duties under the ATR Grant (see Exhibit B).

In order to perform services under the ATR subgrantee agreement, and the agreement with Superior Court in and for Pima County, it is necessary for COPE to receive information that is closed to the public under Rule 123 and that is confidential under state and federal statutes and regulations. COPE will use this information in furtherance of its obligation under the Subgrantee Agreement with the State of Arizona, Governor's Office for Children, Youth & Families, Division for Substance Abuse Policy.

Now, therefore, pursuant to the Supreme Court's administrative supervisory authority (Arizona Constitution, Article 6, §3) and rule-making authority (Arizona Constitution, Art. 6 §5) over all of the courts of the state,

IT IS ORDERED that COPE is authorized to receive the information concerning probationers that is required to comply with the ATR Grant and the subgrantee agreement with the Office of the Governor of the State of Arizona.

IT IS FURTHER ORDERED that as a condition of this release of information and as agreed by the parties that all confidential information provided under this Administrative Order shall be maintained by COPE, the Office of the Governor, and any other entity which receives this information as confidential in strict compliance with all applicable confidentiality requirements including Rule 123, Rules of the Supreme Court, and the Administrative Simplification Requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) set forth in Title 45, Parts 160 and 164 of the Code of Federal Regulations (CFR) as applicable and 42 U.S.C. §290 dd-2 and accompanying Federal Regulations. COPE shall use the information only to perform its subgrantee obligations under the ATR Grant from the Substance Abuse and Mental Health Services Administration.

IT IS FURTHER ORDERED that in all other respects, Administrative Order No. 2008-94 remains in full force and effect.

Dated this 8th day of April, 2009.

RUTH V. MCGREGOR
Chief Justice

EXHIBIT

A

SUBGRANTEE AGREEMENT

AR-GSA-09-9273-03

Between the

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STATE OF ARIZONA,
GOVERNOR BREWER'S OFFICE FOR CHILDREN, YOUTH & FAMILIES,
DIVISION FOR SUBSTANCE ABUSE POLICY,
GRANTOR

And the

COPE COMMUNITY SERVICES, INC., SUBGRANTEE

WHEREAS, A.R.S. §41-2701 et seq., authorizes the State of Arizona, Governor Brewer's Office for Children, Youth and Families, Division for Substance Abuse Policy (GOCYF/DSAP), to execute and administer grants and is charged with the responsibility of administering funds and programs for the Access to Recovery (ATR) Federal Grant.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt of which the parties hereby acknowledge, the parties enter into this agreement as follows:

1. PURPOSE OF AGREEMENT

GOCYF/DSAP ("GRANTOR") hereby grants funding to COPE Community Services, Inc. ("SUBGRANTEE") solely for the Access to Recovery Grant and in the following amount(s) set forth herein.

2. TERM OF AGREEMENT/ EFFECTIVE DATE

The term of the contract shall commence March 1, 2009 and shall remain in effect until September 30, 2009, contingent upon final federal funding, unless terminated, canceled or extended as otherwise provided herein.

3. DOCUMENTS INCORPORATED BY REFERENCE

The State of Arizona's Uniform Instructions to Offerors (Rev 7.1) and Uniform Terms and Conditions (Rev 7) are incorporated into this Contract as if fully set forth herein. Applicants are encouraged to obtain these documents. Applicants may obtain copies by visiting the Arizona State Procurement Office website at <http://www.azdoa.gov/spo/agency-resources-1/documents-forms/>. The Arizona Uniform General Terms and Conditions and Uniform Instructions to Offerors is also available on Governor Brewer's Office for Children, Youth, and Families website at <http://gocyf.az.gov/Finance/>.

4. CONTRACT RENEWAL

The contract shall not bind nor purport to bind Governor Brewer's Office for Children, Youth and Families for any contractual commitment in excess of the original contract period or amount. Governor

Brewer's Office for Children, Youth and Families shall have the right, at its sole option, to renew the contract. If Governor Brewer's Office for Children, Youth and Families exercises such right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

5. **MULTIPLE AWARDS**

In order to ensure adequate coverage of Governor's Office for Children, Youth and Families requirements, multiple awards may be made.

6. **NO WAIVER**

Either party's failure to insist on strict performance of any term or condition of the contract shall not be construed as a waiver or relinquishment for the further performance of such provision.

7. **DESCRIPTION OF SERVICES**

SUBGRANTEE shall:

- A. Ensure that a Memorandum of Understanding (MOU) or contract is in place with Pima County Adult Probation and COPE to receive Drug Court referrals on a consistent schedule and this scheduled is submitted to GOCYF.
- B. Ensure through the MOU that office space is available to meet with potential and ongoing ATR Drug Court Clients.
- C. Recruit, secure and contract with Clinical and Recovery Support Services Providers both secular and non-secular for the ATR Program.
- D. Ensure that appropriate procedures and protocols for reimbursement payments to ATR providers on bi weekly basis are established.
- E. Monitor Providers for Fraud, Waste and Abuse, and submit any investigations and findings in writing to the GOCYF ATR Fiscal Coordinator.
- F. Through an ATR funded Voucher Management Specialist position, fulfill the following duties as required under ATR grant terms and conditions:
 - a. Utilize the Voucher Management System (VMS) to track and monitor all ATR provider activity.
 - b. Provide fiscal oversight and monitoring of ATR monies expended. Ensure through communications with the ATR Case Manager that invoices received from providers are accurate.
 - c. Maintain fiscal controls over all ATR grant funds as required by specific ATR policies and procedures, and general federal regulations.
 - d. At least weekly, process verified invoices from ATR providers for payment through appropriate accounting system.
 - e. Enter provider rates and additional information as needed in the VMS once GOCYF has completed a provider profile sheet.
 - f. Provide input regarding any potential enhancements to the VMS Fiscal components.
 - g. Provide input on training and/or support needs specific to fiscal management issues.
 - h. Participate in calls with the Federal Government Project Officer and visits by Federal personnel or contractors as directed by the ATR Project Director.
 - i. Attend required trainings as determined by the ATR Project Director.

- j. In conjunction with the GOCYF Fiscal Coordinator and Treatment Coordinator, participate in the development of sustainability plan for the ATR project.
- G. Through an ATR funded Case Manager position, fulfill the following duties:
 - a. Complete Government Performance and Results Act (GPRA) Surveys as required by the ATR grant.
 - b. Compile monthly and quarterly reports to satisfy SAMHSA grant conditions and other GOCYF requirements.
 - c. Meet with clients who are referred by Drug Court staff members and assist with treatment and recovery support options. Enter all documentation into the VMS.
 - d. At least weekly, verify accuracy of invoices on the VMS from ATR providers.
 - e. Recruit Providers.
 - f. Manage the service array of providers.
 - g. Communicate with ATR providers and trouble-shoot any issues they may have in regards to ATR.
 - h. Compile visual presentation of provider information and supplemental documentation to provide referral choices to drug court clients.
 - i. Assist Pima Prevention Partnership in scheduling or contacting ATR providers for VMS trainings.
 - j. Provide input regarding any potential enhancements to the VMS.
 - k. Prepare brochures or printed materials to market the ATR program.
 - l. Forward all publications in reference to ATR (i.e. brochures, newsletters, fliers) to GOCYF for approval and prior to release.
 - m. Assist in the development and amendment of procedures for ATR.
 - n. Participate in calls with the Federal Government Project Officer and visits by Federal personnel or contractors as directed by the Project Director.
 - o. Attend required trainings as determined by the ATR Project Director.
 - p. In conjunction with the GOCYF Fiscal Coordinator and Treatment Coordinator, participate in the development of sustainability plan for the ATR project.
- H. COPE Community service will oversee the administrative and fiscal services for the ATR program in Pima County. They will not deliver services themselves or receive compensation of any kind from other organizations for providing this oversight.

8. NOTIFICATION REGARDING CHANGES

The SUBGRANTEE shall notify the Governor Brewer's Office for Children, Youth and Families in writing, **thirty (30) calendar days in advance**, of any changes in the program that will directly affect service delivery under the terms of the contract. No changes shall be implemented without the prior written approval of a formal contract amendment issued by the Governor Brewer's Office for Children, Youth and Families. The amendment will be signed by both parties.

9. KEY PERSONNEL

It is essential that the SUBGRANTEE provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The SUBGRANTEE must assign specific individuals to the key programmatic and fiscal positions. **Once assigned to work under the contract, key personnel shall not be removed or replaced without the prior written approval of Governor Brewer's Office for Children, Youth and Families.** The fiscal person listed on the Standard Data Collection Form is considered a Key Person for this grant. It is the

preference of Governor Brewer's Office for Children, Youth and Families that the SUBGRANTEE require that contracted providers will have current state certification and/or licensure as a condition of employment for those individuals providing direct behavioral and medical health services to youth.

10. REPORTING REQUIREMENTS

FINANCIAL: The SUBGRANTEE shall be paid on a cost-reimbursement basis. The reimbursement requests must be submitted no often than semi-monthly and no less than quarterly for those items submitted and approved in the budget inclusively. Draw down schedules will be provided upon award. **SUBGRANTEE shall submit a final reimbursement request no more than forty-five (45) days after the contract end for expenses obligated prior to the date of contract termination.** The final reimbursement must include expenses made through the end date of this Contract. Requests for reimbursement received later than forty-five (45) days after the contract termination will not be paid. **If awarded a contract, your organization must have sufficient funds to meet obligations for up to sixty (60) days while awaiting reimbursements from the Governor Brewer's Office for Children, Youth and Families.**

The SUBGRANTEE shall use the forms provided by the GRANTOR to submit monthly financial expenditure reports. The forms will be sent to the SUBGRANTEE upon receipt of the signed Agreement.

PROGRAMMATIC: The SUBGRANTEE shall provide monthly and quarterly programmatic activity reports to the GRANTOR within ten (10) days of the last day of the month and/ or quarter in which services are provided.

The SUBGRANTEE shall use the forms provided by the GRANTOR to submit monthly and narrative program activity reports. The report shall contain such information as deemed necessary by the Governor's Office for Children, Youth and Families, Division for Substance Abuse Policy. The forms will be sent to the SUBGRANTEE upon receipt of the signed Agreement.

Notwithstanding any other payment provision of this contract, failure of the SUBGRANTEE to submit required reports when due, or failure to perform or deliver required work, supplies or services, will result in the withholding of payment under this contract unless such failure arises due to causes beyond the control and without the fault or negligence of the SUBGRANTEE.

11. MANNER OF FINANCING

GRANTOR shall:

A. Commit to SUBGRANTEE an initial \$341,800.00 for ATR project implementation per the attached budget. This agreement and budget are based upon an estimated number of clients served during the contract period. This budget and agreement are subject to quarterly review and potential amendment to reflect client/voucher activity.

B. Reimburse the SUBGRANTEE for costs, as follows, and according to the attached budget:

Vouchers - reimburse by either of the following methods: (a) actual payments made by the SUBGRANTEE to ATR service providers OR (b) based upon adjudicated ATR service provider

invoices fully processed through the VMS. Each reimbursement request must reflect only one method.

All other costs - reimbursement based upon a cash basis of accounting using actual payments made by the SUBGRANTEE.

- C. Final payment will be contingent upon receipt of all fiscal and narrative programmatic reports required of the SUBGRANTEE under this Agreement. Requested reimbursements must be submitted on an all-inclusive basis. The GRANTOR will not reimburse any item other than the items contained on the budget form attached.
- D. Payment made by the GRANTOR to the SUBGRANTEE shall be expended from the Access to Recovery federal grant, CFDA # 93.275.

SUBGRANTEE shall:

- A. Pay ATR service providers \$18,400.00 for services rendered to Pima County prior to December 1, 2008 that were not paid by the Administrative Office of the Courts. An initial listing of these invoices Attachment B is included.
- B. Provide the following prior to a contract being executed: (a) Dun and Bradstreet Universal Numbering System (DUNS) number for the fiscal agent; and (b) proof of current registration in the Central Contractor Registration (CCR) database. Additionally, CCR registration must be maintained for the term of the contract.

12. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used for the project(s) outlined in this Agreement. Therefore, should the project not be completed, be partially completed, or be completed at a lower cost than the original budget called for, the amount reimbursed to the SUBGRANTEE shall be for only the amount of dollars actually spent by the SUBGRANTEE. For any funds received under this Agreement for which expenditure is disallowed by an audit exception by the Governor's Office for Children, Youth and Families, the State or Federal government, the SUBGRANTEE shall reimburse said funds directly to the GRANTOR no later than fifteen (15) business days from the date of notice from the GRANTOR, exclusive of state holidays.

13. RECORDS

At any time during the term of this contract, and at any time within five (5) years after the closing of the federal grant, the SUBGRANTEE's or any subcontractor's books and records shall be subject to an audit by the State or Federal Government, to the extent that the books and records relate to the performance of the contract or subcontract. All records shall be subject to inspection and audit by the State or Federal government at reasonable times. Upon request, the SUBGRANTEE shall produce a legible copy of any or all such records.

14. SINGLE AUDIT

In compliance with the Federal Single Audit Act (31 U.S.C. par., 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), grant sub-recipients, as prescribed by the President's

Council on Integrity and Efficiency Position #6, organizations expending \$500,000 or more of Federal funds from all sources, must have an annual audit conducted in accordance with OMB Circular #A-133, "Audits of States, Local Governments and Non-profit Organizations." *If the SUBGRANTEE has expended more than \$500,000 in federal dollars, a copy of the SUBGRANTEE'S audit report for the previous fiscal year must be submitted to the GRANTOR for review within thirty (30) days of signing this Agreement.*

If the SUBGRANTEE or any of its subcontractors are a State of Arizona agency, board, commission, or university, the SUBGRANTEE does not need to submit an A-133 audit.

15. **RECORD INSPECTION AND AUDIT**

Pursuant to A.R.S. §§ 35-214 and 35-215, all data, books, accounts, reports, files and other records ("records") related to this Agreement shall be subject at all reasonable times to inspection and audit for a period of five (5) years after completion of this Agreement. GRANTOR reserves the right to review all program records and reports related to this Agreement. Such records shall be produced at the Auditor General's Office or at the requesting party's principal office within a reasonable time after their request. Upon request, SUBGRANTEE shall produce the original of any or all such records.

16. **AUDIT TRAILS**

SUBGRANTEE shall maintain proper audit trails for all reports related to this contract. Governor Brewer's Office for Children, Youth and Families reserves the right to review all program records.

17. **FUND MANAGEMENT**

The SUBGRANTEE must maintain funds received under this contract in separate ledger accounts and cannot mix these funds with other sources. SUBGRANTEE must manage funds according to applicable federal regulations for administrative requirements, cost principles and audits.

The SUBGRANTEE must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- a. Financial Management
- b. Procurement
- c. Personnel
- d. Property
- e. Travel

A system is adequate if it is: 1) written; 2) consistently followed - it applies in all similar circumstances; and 3) consistently applied - it applies to all sources of funds. Governor Brewer's Office for Children, Youth and Families reserves the right to review all business systems policies.

18. **ASSIGNMENT AND DELEGATION**

SUBGRANTEE may not assign any rights hereunder without the express, prior written consent of the GRANTOR.

19. **AMENDMENTS**

Any change in the contract, including material changes to the scope of work and/or the budget described herein, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representatives of the SUBGRANTEE and Governor Brewer's Office for Children, Youth and Families. Governor Brewer's Office for Children, Youth and Families may approve or reject any amendment, when necessary. Any such amendment shall specify an effective date, any increases or decreases in the amount of the SUBGRANTEE'S compensation, if applicable, and entitled as an "Amendment" and signed by the parties identified in the preceding sentence. The SUBGRANTEE expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification or supplementation to the contract.

20. **SUBCONTRACTORS**

The SUBGRANTEE agrees and understands that no subcontract which the SUBGRANTEE enters into with respect to performance under this contract shall in any way relieve the SUBGRANTEE of any responsibility for performance of its duties. **It is highly recommended by Governor Brewer's Office for Children, Youth and Families that a Memorandum of Understanding or some other type of contract is in place between the SUBGRANTEE and a Subcontractor for services to be performed, and in which a payment amount has been negotiated and approved, so as to avoid any misunderstanding between both parties.**

21. **OFFSHORE PERFORMANCE OF WORK PROHIBITED**

Due to security and identity protection concerns, all services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by sub-contractors at all tiers.

22. **AGREEMENT RENEWAL**

This Agreement shall not bind nor purport to bind the GRANTOR for any contractual commitment in excess of the original Agreement period.

23. **CANCELLATION**

Governor Brewer's Office for Children, Youth and Families reserves the right to cancel the whole or any part of the contract due to failure of the SUBGRANTEE to carry out any term, promise, or condition of the contract. Governor Brewer's Office for Children, Youth and Families will issue a written ten (10) day notice of default to the SUBGRANTEE for acting or failing to act as in any of the following:

The SUBGRANTEE provides personnel that do not meet the requirements of the contract.

The SUBGRANTEE fails to perform adequately the services required in the contract.

The SUBGRANTEE attempts to impose on Governor Brewer's Office for Children, Youth and Families, personnel that are of an unacceptable quality.

The SUBGRANTEE fails to furnish the required product within the time stipulated in the contract.

The SUBGRANTEE fails to make progress in the performance of the requirements of the contract and/or gives Governor Brewer's Office for Children, Youth and Families a positive indication that the SUBGRANTEE will not or cannot perform to the requirements of the contract.

If the SUBGRANTEE does not correct the above problem(s) within ten (10) days after receiving the notice of default, Governor Brewer's Office for Children, Youth and Families may cancel the contract. If Governor Brewer's Office for Children, Youth and Families cancels the contract pursuant to this clause, the State reserves all rights or claims to damage for breach of contract.

24. CANCELLATION FOR CONFLICT OF INTEREST

Governor Brewer's Office for Children, Youth and Families may, by written notice to the SUBGRANTEE, immediately cancel this Contract without penalty or further obligation pursuant to A.R.S. §38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating of the Contract on behalf of Governor Brewer's Office for Children, Youth and Families is an employee or agent of any other party in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. Such cancellation shall be effective when the parties to the Contract receive written notice from Governor Brewer's Office for Children, Youth and Families, unless the notice specifies a later time.

25. THIRD PARTY ANTITRUST VIOLATIONS

SUBGRANTEE assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to SUBGRANTEE toward fulfillment of this Agreement.

26. TERMINATION

The Procurement Manager for Governor Brewer's Office for Children, Youth and Families reserves the right to terminate the contract at any time, for the convenience of Governor Brewer's Office for Children, Youth and Families, without penalty or recourse, by giving written notice to the SUBGRANTEE at least thirty (30) days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the SUBGRANTEE under the contract shall, at the option of Governor Brewer's Office for Children, Youth and Families, become property of the State of Arizona. The SUBGRANTEE shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.

The SUBGRANTEE may terminate this contract based upon the following conditions. The SUBGRANTEE will provide a written thirty (30) day notice that includes a justification for the termination. The notice will include a recommendation of a substitute organization to provide the services cited within this contract, along with the presentation of the qualifications of the replacement SUBGRANTEE. Any replacement contractor for the SUBGRANTEE must be approved by all parties affected by this contract. The replacement contractor shall possess at least the same level of qualifications as the SUBGRANTEE. If the GRANTOR in good faith has reason to believe that the replacement contractor does not intend to, or is unable to perform or continue the performance of the program under this contract, the GRANTOR may demand in writing that the replacement contractor give a written assurance of the intent to perform services under this contract.

27. AVAILABILITY OF FUNDS

Funds are not presently available for performance under this contract beyond the current fiscal year. No legal liability on the part of Governor Brewer's Office for Children, Youth and Families for any payment may arise for performance under this contract beyond the current fiscal year until funds are made available for performance of this contract. Governor Brewer's Office for Children, Youth and Families obligation for performance of this contract beyond this fiscal year is contingent upon the availability of funds from which payment for contract purposes can be made.

If funds are not allocated and available for the continuance of this Agreement, the GRANTOR may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the GRANTOR in the event this provision is exercised, and the GRANTOR shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the SUBGRANTEE in the execution of this Agreement.

28. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of god, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of or payment for such act will be excused for the period of the delay.

29. NON-DISCRIMINATION

All parties to this agreement agree to comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 99-4 which mandates that all persons, regardless of race, religion, handicap, color, age, sex, political affiliation or national origin shall have equal access to employment opportunities. All parties shall comply with 1) the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap; 2) all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor; 3) all applicable provisions and regulations relating to the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213); 4) all applicable provisions and regulations relating to Executive Order No. 13279 – Equal Protection of the Laws for Faith-based and Community Organizations.

30. OWNERSHIP OF INFORMATION

Governor Brewer's Office for Children, Youth and Families reserves the right to review and approve any publications funded or partially funded through this contract. All publications funded or partially funded through this contract shall recognize the Substance Abuse and Mental Health Services Administration (SAMHSA) and Governor Brewer's Office for Children, Youth and Families as the funding source.

31. PRINTED MATERIAL

It is agreed that any report or printed matter completed as a part of this Agreement is a work for hire and shall not be copyrighted by the SUBGRANTEE. Any publicly printed material under this Agreement

shall state "This project was supported by Governor's Office for Children, Youth and Families, Division for Substance Abuse Policy."

32. **PARTIAL INVALIDITY**

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

33. **ARBITRATION**

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving rise to the dispute. The parties shall follow the procedures set forth in this section to facilitate a resolution and attempt to avoid litigation.

The parties shall negotiate in good faith to resolve the dispute within sixty (60) days of receiving notice of the existence of the dispute. However if the parties do not reach such resolution within a period of sixty (60) days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules and in compliance with A.R.S. §12-1518.

34. **GOVERNING LAW**

This Agreement shall be governed and interpreted by the laws of the State of Arizona. The venue for any proceedings, actions, or suits arising from this Agreement shall be in Maricopa County, Arizona.

35. **ENTIRE AGREEMENT**

This Agreement and its Exhibits/Attachments constitute the entire Contract between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Terms and Conditions, Section Twenty, Amendments of this Contract; provided, however, that Governor Brewer's Office for Children, Youth and Families shall have the right to immediately amend this Contract so that it complies with any new legislation, laws, ordinances, or rules affecting this Contract. The SUBGRANTEE agrees to execute any such amendment within ten (10) business days of its receipt. All prior and contemporaneous agreements, representations, and understandings of the parties, oral or written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

36. **PARAGRAPH HEADINGS**

The descriptive headings of this Contract are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions in this Contract.

37. **NOTICES**

Any and all notices, requests, demands or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing and shall be delivered in person or shall be sent

by the United States Postal Service, certified mail, return receipt requested, to the respective parties at the following addresses:

Correspondence to SUBGRANTEE:
Mary Specio-Boyer
COPE Community Services, Inc.
82 S. Stone Avenue
Tucson, Arizona 85701

Correspondence to GRANTOR:
Tonya Hamilton
Division for Substance Abuse Policy
1700 West Washington, Suite #101
Phoenix, Arizona 85007

38. INDEMNIFICATION CLAUSE

SUBGRANTEE shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of SUBGRANTEE or any of its owners, officers, directors, agents, employees or subcontractor.

39. PUBLIC AGENCY LANGUAGE ONLY

Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers."

40. INSURANCE REQUIREMENTS

The SUBGRANTEE and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the SUBGRANTEE, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the SUBGRANTEE from liabilities that might arise out of the performance of the work under this contract by the SUBGRANTEE, its agents, representatives, employees or subcontractors, and SUBGRANTEE is free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

SUBGRANTEE shall provide coverage with limits of liability not less than those stated below. Within ten (10) business days following notification of award, certificates of insurance must be submitted to the Governor's Office for Children, Youth and Families, clearly stating the applicable contract number, effective date(s) of coverage, and limits of liability required pursuant to the contract.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Fire Legal Liability	\$ 50,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language:
“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the SUBGRANTEE”.
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the SUBGRANTEE.

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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- a. The policy shall be endorsed to include the following additional insured language:
“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the SUBGRANTEE, involving automobiles owned, leased, hired or borrowed by the SUBGRANTEE”.

3. Worker's Compensation and Employers' Liability

Workers' Compensation

Statutory Employers' Liability

Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the SUBGRANTEE.
- b. This requirement shall not apply to: Separately, EACH SUBGRANTEE or subcontractor exempt under A.R.S. §23-901, AND when such SUBGRANTEE or subcontractor executes the appropriate waiver (Sole Proprietor/Independent

Contractor form.

4. Professional Liability (Errors and Omissions Liability)

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, SUBGRANTEE warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the SUBGRANTEE.
- c. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

B. ADDITIONAL INSURANCE REQUIREMENTS

The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the SUBGRANTEE, even if those limits of liability are in excess of those required by this Contract.
2. The SUBGRANTEE's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the SUBGRANTEE shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION

Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to (Governor's Office for Children, Youth & Families, Sarah Bean, Procurement Manager, 1700 W. Washington, Ste. 101, Phoenix, AZ 85007) and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS

Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the SUBGRANTEE from potential insurer insolvency.

E. VERIFICATION OF COVERAGE

SUBGRANTEE shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to (Governor's Office for Children, Youth & Families, Sarah Bean, Procurement Manager, 1700 W. Washington, Ste. 101, Phoenix, AZ 85007). The Governor's Office for Children, Youth and Families project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.

F. SUBCONTRACTORS

SUBGRANTEE shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. APPROVAL

Any modification or variation from the insurance requirements in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

H. EXCEPTIONS

In the event the SUBGRANTEE or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the SUBGRANTEE or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

41. CONFIDENTIALITY OF RECORDS

SUBGRANTEE shall establish and maintain procedures and controls that are acceptable to Governor Brewer's Office for Children, Youth and Families for the purpose of assuring that no information contained in its records or obtained from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information shall be referred to Governor Brewer's Office for Children, Youth and Families. The SUBGRANTEE also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the

SUBGRANTEE as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the State.

42. **CONFIDENTIALITY OF SUBGRANTEE'S INFORMATION**

SUBGRANTEE acknowledges that confidentiality provided in ARS §§ 41-1505.06(D) and 41-1505.07(J) may be waived with the SUBGRANTEE'S consent, and SUBGRANTEE consents to a total and complete waiver of confidentiality. In waiving confidentiality, SUBGRANTEE understands and consents to disclosure of any information submitted to the GRANTOR that concerns the identity, background, financial status, marketing plans or trade secrets or any other proprietary information related to the SUBGRANTEE or any person or organization involved in the project(s), including the application and supporting materials, unless such information or materials are clearly marked as "Confidential."

43. **RESTRICTIONS ON LOBBYING**

The SUBGRANTEE shall not use these funds to pay for, influence, or seek to influence any officer or employee of the State of Arizona or the federal government if that action may have an impact, of any nature, on this agreement.

44. **COMPLIANCE WITH APPLICABLE LAWS**

All parties to this agreement shall comply with all applicable federal, state and local laws.

45. **LICENSES**

SUBGRANTEE shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the SUBGRANTEE.

46. **SUSPENSION OR DEBARMENT STATUS**

If the firm, business or person submitting this bid or offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any federal, state or local government, the applicant must include a letter with its application setting forth the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Failure to supply the letter or to disclose in the letter all pertinent information regarding a suspension or debarment shall result in rejection of the bid or offer or cancellation of a contract. Governor Brewer's Office for Children, Youth and Families also may exercise any other remedy available by law.

47. **SUSPENSION OR DEBARMENT CERTIFICATION**

By signing the offer section of the Offer and Acceptance page, SPO Form 203, the bidder or offeror certifies that the firm, business or person submitting the bid or offer has not been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any federal, state or local government. Signing the offer section without disclosing all pertinent information about a debarment or suspension shall result in rejection of the bid or offer or cancellation of a contract. Governor Brewer's Office for Children, Youth and Families also may exercise any other remedy available by law.

48. FEDERAL IMMIGRATION LAWS

By entering into this contract, the SUBGRANTEE warrants compliance with the Federal Immigration and Nationality Act and all other federal immigration laws and regulations related to the immigration status of its employees. These warranties shall remain in effect throughout the term of the contract and any renewal period of the contract. The SUBGRANTEE shall maintain Employment Eligibility Verification form (I-9) as required by the U.S. Department of Labor's Immigration and Control Act for all employees performing work under this contract.

49. FINGERPRINTING

The provisions of A.R.S. §46-141 are hereby incorporated as provisions of this contract as they pertain to any new personnel not already covered by this requirement. When applicable, the SUBGRANTEE shall assume the costs of fingerprint checks and may charge these costs to fingerprint its personnel. The department may allow all or part of the costs of fingerprint checks to be included as an allowable cost in a contract.

Personnel who are employed by any SUBGRANTEE, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Public Safety and notarized whether they have ever committed any act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation, or any act of child abuse. This contract may be canceled or terminated if the fingerprint check or the certified form of any person who is employed by a SUBGRANTEE, whether paid or not, and who is required or allowed to provide services directly to juveniles discloses that a person has committed any act of sexual abuses of a child, including sexual exploitation or commercial sexual exploitation, or any act of child abuse or that the person has been convicted of or awaiting trial on any of the following criminal offenses in this state or similar offenses in another state or jurisdiction.

50. SECTARIAN REQUESTS

Funds may not be expended for any sectarian purpose or activity, including sectarian worship or instruction. Specifically, both parties to this contract should be accountable for the public funds they receive and use them only for their intended purposes, with no federal dollars being used to support inherently religious activities. Both parties agree not to discriminate against any person receiving a public service or make participation in religious activities a condition for receiving such services.

51. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Contract on behalf of the SUBGRANTEE represents and warrants that he or she is duly authorized to execute this Contract.

53. COUNTERPARTS

This Contract may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one Contract.

54. PROHIBITION ON GOVERNMENT CONTRACTS REGARDING IRAN AND SUDAN

In accordance with A.R.S. §35-397, the SUBGRANTEE hereby certifies that the SUBGRANTEE does not have scrutinized business operations in Iran.

In accordance with A.R.S. §35-397, the SUBGRANTEE hereby certifies that the SUBGRANTEE does not have scrutinized business operations in Sudan.


IN WITNESS WHEREOF, the parties hereto agree to execute this AGREEMENT on March 1, 2009.

SUBGRANTEE:
COPE Community Services
82 S. Stone Avenue
Tucson, AZ 85701

GRANTOR:
Governor Brewer's Office for Children, Youth
and Families
1700 W. Washington, Ste. 101
Phoenix, AZ 85007




Pat Benchik, President
3/11/09



David Barnhouse, Interim Director



Kim O'Connor, Director
Division for Substance Abuse Policy



Mary Jackson, Director
Division of Finance and Administration

Attachment A

GOVERNOR BREWER'S OFFICE FOR CHILDREN, YOUTH AND FAMILIES
Division for Substance Abuse Policy
Access to Recovery Grant
Budget for COPE Community Services, Inc. (Pima County)
Attachment A to Contract #AR-GSA-09-9273-03

	Annual Cost	3-1-09 through 9-30-09 Cost
Personal Services (2 FTEs):		
Case Manager	49,500	28,900
VMS Data Specialist	40,300	23,500
Total Personal Services:	89,800	52,400
Employee Related Expenditures (Fringe Benefits) @ 40%	35,900	21,000
Travel (for 2 FTEs)	6,000	3,500
Operating (for 2 FTEs)	13,500	7,900
Non-Capitalized Equipment (for VMS Data Specialist)	4,000	4,000
Initial Stipends	5,400	3,200
Initial Vouchers	428,200	249,800
Total Initial Budget	582,800	341,800
Initial Number of Clients:	135	80

GOVERNOR'S OFFICE FOR CHILDREN, YOUTH AND FAMILIES
Division for Substance Abuse Policy
Access to Recovery Grant
Recap of Amounts Owed Pima County Service Providers
Per Voucher Management System (VMS) Adjudicated Invoices
For Services Rendered Prior to December 1, 2008

Attachment B

Claim Submission

Batch #	ID #	Contract Provider	Client Number	Service Date	Service Description	Units	Charged Amount	Date Adjudicated
67	104	A New Hope For Tucson Foundation	M179840UM957101	11/19/08 - 11/30/08	Transitional Housing	12	\$ 240.00	1/27/2009
							240.00	
65	103	Amity	F179756CS267120	11/1/08 - 11/7/08	Other Clinical Services (residential)	7	595.00	1/23/2009
65	103	Amity	F179756CS267120	11/8/08 - 11/14/08	Other Clinical Services (residential)	7	595.00	1/23/2009
65	103	Amity	F179756CS267120	11/15/08 - 11/21/08	Other Clinical Services (residential)	7	595.00	1/23/2009
							1,785.00	
68	97	Center for Life Skills	F1798370B267111	11/24/08 - 11/24/08	Group Standard Outpatient Treatment Services	1	35.00	1/27/2009
68	97	Center for Life Skills	F759701RB697100	11/21/08 - 11/21/08	Individual Counseling	1	70.00	1/27/2009
68	97	Center for Life Skills	F759701RB697100	11/24/08 - 11/24/08	Group Standard Outpatient Treatment Services	1	35.00	1/27/2009
68	97	Center for Life Skills	M009634AM947121	11/21/08 - 11/21/08	Group Standard Outpatient Treatment Services	1	35.00	1/27/2009
68	97	Center for Life Skills	F889712D977120	11/25/08 - 11/25/08	Group Standard Outpatient Treatment Services	1	35.00	1/27/2009
68	97	Center for Life Skills	F289358AM308101	11/25/08 - 11/25/08	Individual Counseling	1	70.00	1/27/2009
68	97	Center for Life Skills	M009634AM947121	11/25/08 - 11/25/08	Group Standard Outpatient Treatment Services	1	35.00	1/27/2009
68	107	Center for Life Skills	F1798370B267111	11/26/08 - 11/26/08	Group Standard Outpatient Treatment Services	1	35.00	1/27/2009
68	107	Center for Life Skills	F1798370B267111	11/26/08 - 11/26/08	Individual Counseling	1	70.00	1/27/2009
68	107	Center for Life Skills	F759701RB697100	11/26/08 - 11/26/08	Individual Counseling	1	70.00	1/27/2009
68	107	Center for Life Skills	F889712D977120	11/26/08 - 11/26/08	Group Standard Outpatient Treatment Services	1	35.00	1/27/2009
68	107	Center for Life Skills	F889712D977120	11/28/08 - 11/28/08	Group Standard Outpatient Treatment Services	1	35.00	1/27/2009
68	107	Center for Life Skills	F679073AH537120	11/26/08 - 11/26/08	Group Standard Outpatient Treatment Services	1	35.00	1/27/2009
68	107	Center for Life Skills	F289358AM308101	11/26/08 - 11/26/08	Group Standard Outpatient Treatment Services	1	35.00	1/27/2009
							530.00	
64	122	Compass Health Care	M119256NAM57111	11/1/08 - 11/15/08	Other Clinical Services	15	1,360.00	1/23/2009
64	122	Compass Health Care	M119256NAM57111	11/24/08 - 11/30/08	Other Clinical Services	7	595.00	1/23/2009
64	122	Compass Health Care	F049517UAM58111	11/1/08 - 11/30/08	Other Clinical Services	30	2,550.00	11/23/2009
							4,505.00	
56	113	CPES C&C	F139347AH767100	11/12/08 - 11/12/08	Group Standard Outpatient Treatment Services	1	35.00	12/1/2009
56	113	CPES C&C	F139347AH767100	11/17/08 - 11/17/08	Individual Counseling	1	70.00	12/1/2009
							105.00	
69	109	New Beginnings Treatment Center	M789907AB266120	11/15/08 - 11/30/08	Other Clinical Services	15	1,360.00	1/27/2009
69	109	New Beginnings Treatment Center	F309096OM618120	11/15/08 - 11/30/08	Other Clinical Services	15	1,360.00	1/27/2009
							2,720.00	
66	102	The Haven	F269201TA328100	11/1/08 - 11/3/08	Other Clinical Services (residential)	3	255.00	1/23/2009
66	102	The Haven	F269201TA328100	11/4/08 - 11/22/08	Other Clinical Services (residential)	19	1,615.00	1/23/2009
66	102	The Haven	F119295OF628101	11/1/08 - 11/3/08	Other Clinical Services (residential)	3	255.00	1/23/2009
66	102	The Haven	F119295OF628101	11/12/08 - 11/22/08	Other Clinical Services (residential)	11	935.00	1/23/2009
66	102	The Haven	F309473AH248130	11/5/08 - 11/22/08	Other Clinical Services (residential)	17	1,445.00	1/23/2009
66	102	The Haven	F199192AY1717111	11/1/08 - 11/22/08	Other Clinical Services (residential)	22	1,870.00	1/23/2009
66	112	The Haven	F269201TA328100	11/23/08 - 11/30/08	Other Clinical Services	8	680.00	1/23/2009
66	112	The Haven	F119295OF628101	11/23/08 - 11/30/08	Other Clinical Services	8	680.00	1/23/2009
66	112	The Haven	F199192AY1717111	11/23/08 - 11/30/08	Other Clinical Services	8	680.00	1/23/2009
							8,415.00	
GRAND TOTAL							\$ 19,460.00	

EXHIBIT

B

MEMORANDUM of UNDERSTANDING
between
PIMA COUNTY SUPERIOR COURT, ADULT PROBATION DEPARTMENT
AND
COPE COMMUNITY SERVICES, INC.

Pima County Superior Court (Court) and COPE Community Services, Inc. (COPE) enter into this Memorandum of Understanding as provided below:

1. **Term of Agreement.** This contract shall begin upon execution and shall terminate on September 30, 2010.

2. **Purpose of Agreement.** The purpose of this agreement is to establish a protocol and understanding for the sharing of information, services and facilities between the Court and COPE. The information to be shared will enable COPE to provide grant funded ATR treatment and recovery support services to eligible Pima County Drug Court participants.

3. **Background and Description of Services.** Arizona is the recipient of an \$8.3 million Access to Recovery (ATR) grant from the Substance Abuse and Mental Health Services Administration. The ATR grant will be distributed over the course of three years by the Governor's Office for Children, Youth and Families-Division for Substance Abuse Policy and is designed to support the expansion and enhancement of methamphetamine treatment and recovery services through drug courts. Drug courts have been proven to help break the cycle of substance abuse, addiction and crime by quickly identifying substance abuse offenders and placing them under close court monitoring, coupled with effective, long-term treatment service. COPE is a subgrantee under the federal ATR grant.

The purpose of the ATR grant proposal submitted by the Governor's Office is to "develop and implement a cost-effective treatment and recovery support services voucher system for individuals with methamphetamine-related substance use disorders and who are involved in ... (a) participating county-based Adult Drug Courts and two (2) tribal communities." The project is a collaborative effort between the Governor's Office for Children, Youth and Families-Division for Substance Abuse Policy, COPE, and the Court. The proposal further states: "The ATR initiative will work to reduce the overall prevalence of methamphetamine use and associated economic costs to public health and safety in Arizona by addressing the interacting cycles of methamphetamine use and resulting criminogenic behavior."

In order to perform its duties under the Subgrantee Agreement, designated COPE representatives must participate in Drug Court team meetings, client case staffings, and Review Hearings. COPE will use information obtained during these activities in furtherance of its subgrantee responsibilities to the State of Arizona, Office of the Governor. Recognizing that much of the covered information is closed to the public under Rule 123, Rules of the Supreme Court and is confidential under other state or federal statutes or regulations and the Notice of Grant Award, COPE shall abide by all confidentiality clauses in the subgrantee agreement, this agreement and any Administrative Order issued by the Chief Justice of the Arizona Supreme Court.

4. **Information.** In accordance with this agreement, the Court agrees to furnish COPE with any information necessary to facilitate client services through ATR. This includes providing COPE all current ATR client files, pending provider applications, and all ATR forms and materials. Drug Court team members, including the presiding drug court judge, program coordinator, and probation officers shall be accessible to COPE ATR project personnel to provide and receive necessary client information as needed.

COPE agrees to provide the Court with timely information pertaining to client progress in treatment and services.

5. **Confidentiality of Records.** The provision and use of all information covered by the terms of this Agreement shall be in strict compliance with federal and state statutes and regulations concerning closed records and confidentiality, in particular, Rule 123, Rules of the Supreme Court. COPE shall comply with the Administrative Simplification Requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPPA) set forth in Title 45, Parts 160 and 164 of the Code of Federal Regulations (CFR) and the Notice of Grant Award as applicable. COPE shall establish and maintain procedures and controls, which allow distinction between confidential records and records that must be disclosed under public records law. The Court will assist in making this distinction in response to a public records request.

6. **Privacy and Security.** COPE agrees that the use of information received under the terms of this Agreement shall be limited to the specific purposes stated in this agreement, the subgrantee agreement and Notice of Grant Award and shall take steps to limit and specifically authorize those employees who will have access to court information.

7. **Dissemination to Other State Agencies.** COPE agrees that there will be no dissemination to other state agencies or any entity of personally identifiable information obtained pursuant to this agreement or personally identifiable aggregate data produced from this information without specific Court authorization. There will be no secondary dissemination of the data provided pursuant to this agreement, except as required by the ATR grant.

8. **Use of Facilities.** The Court shall provide COPE one office in the Adult Probation Court Services Division for activities relating directly to the execution of this agreement and the ATR subgrantee agreement. The office shall be furnished with a desk, office chair, telephone, two side chairs, computer stand, locking file cabinet and bookcase. The telephone shall be equipped with long distance service. Payment for all long distance calls shall be the responsibility of COPE. All office furniture shall remain in the office unless removed by Court employees upon request of COPE personnel.

The Court shall issue two (2) keys to the office and Court security identification badges to two (2) COPE ATR project personnel upon successful completion of Court background checks. COPE shall furnish all electronic communications and information technology equipment for the project.

9. **Entire Agreement.** This Agreement incorporates all terms of subgrantee agreements and contains the entire understanding of the parties. There are no representations or other provisions

other than those contained herein, and any amendment or modification of this Agreement shall be made only in writing and signed by the parties to this Agreement.

10. **Costs.** Each party shall bear their own costs for implementation of this agreement.

11. **Disputes.** This Agreement is subject to mediation by the office of the Attorney General.

12. **Conflict of Interest.** This Agreement is subject to cancellation pursuant to ARS §38-511.

13. **Invalidity of Part of the Agreement.** Should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect and shall be binding upon the parties.

14. **Governing Law.** This Agreement shall be construed under the laws of the State of Arizona and incorporates by reference all mandatory provisions for state contracts.

15. **Notices.** Any and all notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this Agreement, unless otherwise noted, shall be delivered in person or sent by United States mail, postage prepaid, to the parties at their respective addresses as indicated on the signature page of this document.


16. **Non-Discrimination.** The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action. The parties shall include a clause to this effect in all subcontracts related to this Agreement.

17. **Termination and Modification.** Either party may terminate this Agreement at any time by mailing the other party written notice of termination by certified mail, return receipt requested, at least thirty (30) days prior to the effective date of said termination. This Agreement may be modified at any time by mutual agreement in order to accommodate unforeseen circumstances. No agent, employee or other representative of either party is empowered to alter any of the terms of this Agreement, unless done in writing and signed by the authorized representative of the respective parties.

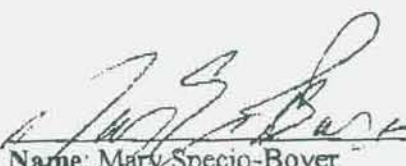
18. **Suspension of Service.** The Court reserves the right to immediately suspend furnishing information covered by the terms of this Agreement to COPE when any terms of this Agreement are violated or reasonably appear to be violated. The Court shall resume furnishing such information upon receipt of satisfactory assurance that such violations did not occur or that such violations have been fully corrected or eliminated.

19. **Indemnification.** COPE hereby agrees to indemnify and save harmless the Court, its Director and employees, against all liability to others for the use or misuse by COPE of any facilities and information provided to COPE pursuant to this Agreement.

20. **Amendments.** This Contract shall be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Court and the Contractor.


Name: Jan E. Kearney
Title: Presiding Judge
Address: Pima County Superior Court
110 W. Congress
Tucson, Arizona 85701
(520) 740-8782

4/6/09
Date: _____


Name: Mary Specio-Boyer
Title: Community Health Director
Address: COPE Community Services, Inc.
82 S. Stone
Tucson, Arizona 85701
(520) 792-3293

4/7/09
Date: _____