



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: August 16, 2021

* = Mandatory, information must be provided

or Procurement Director Award ☐

***Contractor/Vendor Name/Grantor (DBA):**

Arizona Superior Court in Pima County

***Project Title/Description:**

Intergovernmental Agreement Related to Provision of Medical and Behavioral Health Services for Juveniles

***Purpose:**

This intergovernmental agreement provides for the Pima County administration and oversight of contract healthcare services at the Pima County Juvenile Detention Center (PCJDC).

***Procurement Method:**

This is a non-procurement Intergovernmental Agreement and is exempt from procurement rules.

***Program Goals/Predicted Outcomes:**

This IGA allows the Behavioral Health Department to oversee and pay for the contracted healthcare provided to the PCJDC.

***Public Benefit:**

The County is required to provide for the medical and mental health care of detained juveniles. Supervision by staff from the Behavioral Health Department ensures quality care.

***Metrics Available to Measure Performance:**

The contract with the contracted health care provider specifies performance indicators which monitor health screenings, mental health assessments, quality of treatment plan, access to educational groups, timely response to sick call requests and accurate medication administration.

***Retroactive:**

Yes. Negotiations between PCBH and AZ Superior Courts in Pima County began in March, 2021. Final signatures from AZ Superior Courts in Pima County were sent on 8/9/2021.

8/11/21 10:40:57 PC CLK BT DD

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TO: COB 8-11-21 (1)
VER: 1
PGS: 7

Contract / Award Information

Document Type: CTN Department Code: BH Contract Number (i.e., 15-123): 21*115
Commencement Date: 7/1/2021 Termination Date: 6/30/2031 Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount: \$* _____ ☒ Revenue Amount: \$ 0.00

*Funding Source(s) required: N/A

Funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? ☐ Yes ☒ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Commencement Date: _____ New Termination Date: _____
Prior Contract No. (Synergen/CMS): _____

☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____

Is there revenue included? ☐ Yes ☐ No If Yes \$ _____

*Funding Source(s) required: _____

Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards) ☐ Award ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____
Commencement Date: _____ Termination Date: _____ Amendment Number: _____
☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

*All Funding Source(s) required: _____

*Match funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

*Match funding from other sources? ☐ Yes ☐ No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)? _____

Contact: Molly Hilber

Department: Behavioral Health

Telephone: x47515

Department Director Signature/Date: [Signature]

Deputy County Administrator Signature/Date: [Signature]

County Administrator Signature/Date: [Signature]

(Required for Board Agenda/Addendum Items)

11 August 2021
3/11/21

Pima County Department of Behavioral Health

Project: Intergovernmental Agreement Related to Provision of Medical and Behavioral Health Services for Juveniles

Contract No.: CTN-BH-21-115

INTERGOVERNMENTAL AGREEMENT

Between

ARIZONA SUPERIOR COURT IN PIMA COUNTY

On Behalf of its JUVENILE COURT and

PIMA COUNTY BOARD OF SUPERVISORS

On Behalf of Pima County Behavioral Health

REGARDING MEDICAL AND BEHAVIORAL HEALTH SERVICES

THIS INTERGOVERNMENTAL AGREEMENT (Agreement) between the Arizona Superior Court (Court) on behalf of the Pima County Juvenile Court and the Pima County Board of Supervisors (County) supersedes any other agreement now in effect and provides (1) a contracted health services provider (Provider) to design and implement a medical and mental health services program for juveniles detained at the Court's Juvenile Detention Center (Center) in accordance with the Detention Operation Standards as established by the Arizona Supreme Court and the National Commission on Correctional Health Care (NCCHC) accreditation guidelines, including the designation of a Health Services Authority (HSA); (2) that Pima County will monitor the provider's contract compliance and will review the quality and utilization of the services provided by the health services provider; and (3) that the Court will provide detention services so that detained juveniles will have access to the care provided by the health services provider in a manner consistent with the Center's and the Court's policies, procedures and operations.

RECITALS:

WHEREAS, County provides and maintains a juvenile detention center located at 2225 E. Ajo Way in Tucson, Arizona (Center) pursuant to A.R.S. §8-305; and

WHEREAS, Court supervises the Center pursuant to A.R.S. §8-306; and

WHEREAS Court desires that County, on the Court's behalf and as its agent, procure and administer the services of a health services provider (Contractor) and review the quality of health services provided by Contractor; and

WHEREAS, County has engaged the services of a Contractor to provide health services to juveniles housed at the Center, subject to the Court's approval of the Health Service Authority pursuant to the Detention Operation Standards as established by the Arizona Supreme Court II.B.1.1; and

WHEREAS, County and Court may enter into agreements with each other pursuant to A.R.S. §11-952, et seq., and have previously entered into similar agreements since 2002 for the provision of the health services described herein;

NOW, THEREFORE, County and Court agree as follows:

1. **TERM AND RENEWALS/EXTENSIONS:** This Agreement shall take effect July 1, 2021 and shall terminate on June 30, 2031, unless extended or terminated by written agreement of the parties or by operation of law. This Agreement may be extended for additional periods upon mutual consent of the parties. Any modification or extension of this Agreement shall be by formal written amendment executed by the parties.

2. **SCOPE**

2.1. **DUTIES OF COUNTY** specific to this Agreement:

2.1.1. County will procure and/or maintain the services of a Contractor to provide health services at the Center or coordinate services through community providers designated by a juvenile's legal guardian, including medical, mental health, pharmacy, diagnostic testing, acute care services, laboratory, and dental services necessary to meet or exceed the community standards of care and in accordance with the standards of the National Commission on Correctional Health Care (NCHC), the Administrative Office of the Courts (AOC) standards and the Arizona Department of Health Services Division of Licensure Regulation standards (ADHS standards).

2.1.2. County will fund, administer and oversee contract for the provision of health care services at the Center, as Court's agent and at the direction of Court's Presiding Judge.

2.1.3. County will provide quality review and utilization oversight of the services provided by Contractor and will report to the Court regarding any issues arising with such services. Upon Court's request, County will provide copies of relevant policies and procedures regarding quality review processes.

2.1.4. County will provide network infrastructure and Internet connectivity to support the Electronic Medical Record at Juvenile Court.

2.2. **DUTIES OF COURT** specific to this Agreement:

2.2.1. Court will provide direction to County regarding services to be provided pursuant to this Agreement.

2.2.2. Court will identify and provide adequate and appropriate space within the Center for provision of needed health services. Such space will include, but is not limited to, multiple examination and counseling rooms, space for small therapeutic group meetings, offices, confidential medical record storage, laboratory with sink and running water, and confidential work areas.

2.2.3. To the extent it becomes aware while a juvenile is detained at PCJDC, Court will make available to County and Contractor medical records or other health information from health care providers as required by law and subject to the provisions of Rules 19 and 47, Arizona Rules of Procedure for Juvenile Court, and Rule 123, Arizona Rules of the Supreme Court, for inclusion in the juvenile's medical record.

2.2.4. Court will coordinate security operations so as to facilitate, to the extent necessary and practical, the provision of healthcare services in accordance with community standards of care and national standards of care, such as indicated by NCHC.

2.2.5. The Contractor will select a licensed medical professional who will serve as the Health Services Authority, with concordance by the Court pursuant to the Detention Operation Standards as established by the Arizona Supreme Court II.B.1.1 and NCCHC accreditation guidelines. Upon review of such selection, the Court will issue an Administrative Order accepting such selection(s). Any change in the Health Services Authority must be concurred by the Court and, upon approval of the change, the Court will issue a new Administrative Order regarding the designation of the Health Service Authority.

2.3. JOINT DUTIES specific to this Agreement:

2.3.1. The County and Court will collaborate to develop a PCJDC statistical data report intended to provide information to County and Court leadership regarding the status of the population and the medical and behavioral health services being provided at PCJDC;

2.3.2. The County and Court will collaborate to develop any additional data sharing projects agreed upon by the parties that will improve access to information for continuity of treatment of individuals in PCJDC.

2.3.3. The Behavioral Health Director and Medical Director, and other County Medical and Health Services personnel as required, will meet with the Presiding Judge of the Juvenile Court or designee and the Court Administrator or designee at least quarterly to review findings, status of health care operations and issues of interest regarding Contractor services;

2.3.4. As required, these or other members of the County Health and Medical Services leadership team shall meet with the Presiding Judge of the Juvenile Court or designee and the Court Administrator or designee to discuss any issues relating to current or future provision of medical and behavioral health services at PCJCC/PCJDC.

3. **FUNDING:** Funding for health services provided as a result of this Agreement shall be established by County in a separate contract. Such funding shall be subject to appropriation by the Pima County Board of Supervisors, and in accordance with legislative or judicial changes which impact the duties of the parties or the standard of care.

4. INDEMNIFICATION

4.1. Each party (as "indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnatee") 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 Indemnatee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

4.2. The County shall require the contractors that provide health services pursuant to the IGA to indemnify, defend, and hold harmless the Court and the State of Arizona from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) 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 Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

5. INSURANCE

5.1. The parties acknowledge that Court and County are self-insured pursuant to statutory authority. The parties agree that the general liability coverage and the professional liability coverage afforded by these self-insurance programs are sufficient to meet the purpose of this Agreement.

5.2. County shall require its contractor(s), during the entire term of this Agreement, to maintain medical malpractice liability, commercial general liability, automobile liability, workmen's compensation, professional liability, cyber & privacy errors and omission, and sexual molestation and abuse, insurance coverage in amounts satisfactory to the Arizona Department of Administration, Risk Management. County shall require its contractor(s) to name Court and the State of Arizona as an additional insured with respect to liability arising out of the activities performed by or on behalf of County's contractor(s).

6. **COMPLIANCE WITH LAWS:** County and Court shall comply with all applicable federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Agreement, and any disputes hereunder. Any action relating to this Agreement shall be brought in a court of the State of Arizona in Pima County. Any changes in the governing laws, rules, and regulations during the terms of this Agreement shall apply, but do not require an amendment.
7. **ASSIGNMENT:** Neither party shall assign its rights or obligations under this Agreement, in whole or in part, without prior written approval of the other party. Approval may be withheld at the sole discretion of either party, provided that such approval shall not be unreasonably withheld.
8. **NON-DISCRIMINATION:** Neither party shall discriminate against any employee of the other party or against the employees of County's contractor(s) employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out each party's duties pursuant to this Agreement. Each party shall comply with the provisions of Executive Order 2009-09 which are incorporated into this Agreement by reference as if set forth in full herein.
9. **AMERICANS WITH DISABILITIES ACT:** Each party will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
10. **COMPLIANCE WITH OTHER STATE LAWS:** The County agrees that any contract relating to health services for the Court shall include provisions relating to and in compliance with A.R.S. § 41-4401, A.R.S. § 23-214(A), A.R.S. § 35- 391 et. seq. and A.R.S. § 35-393.06.
11. **CANCELLATION FOR CONFLICT OF INTEREST:** This Agreement is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.
12. **NOTICES:** Any notice required or permitted to be given under this Agreement must be in writing and be served by personal delivery or by certified mail upon the other party, as follows:

COURT:
Pima County Juvenile Court
ATTN: Deputy Court Administrator
2225 East Ajo Way
Tucson, AZ 85713

COUNTY:
Pima County Behavioral Health
ATTN: Department Director
3950 S. Country Club Rd.
Tucson, AZ 85714

If any party receiving notice is no longer in the position designated in this Notice section, then any notice shall be given to his or her successor by giving notice to the office designated in this section.

13. **REMEDIES:** Either party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Agreement.
14. **SEVERABILITY:** Each provision of this Agreement stands alone, and any provision of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.
15. **BOOKS AND RECORDS**
 - 15.1.1. Each party shall keep and maintain proper and complete books, records and accounts, which shall be open at all reasonable times for inspection and audit by duly authorized representatives of the other party.
 - 15.1.2. In addition, each party shall retain all records relating to this contract at least 5 years after its termination or cancellation or, if later, until any related pending proceeding or litigation has concluded.
16. **MEDICAL RECORDS AND FILES:** All medical records and files relating to juveniles maintained by the Provider and the County are the property of the Court and shall not be distributed or released to any person beyond the Provider or the Court without an order of the Court, or as otherwise authorized by law.
17. **FINGERPRINTING**
 - 17.1. All personnel, whether employed by the County or its Contractors, who have direct contact with juveniles pursuant to this IGA, shall be fingerprinted as a condition of assignment at the Court. Contractor shall submit employee fingerprints to County or a designated agency, and the fingerprint check shall be conducted pursuant to A.R.S § 41-1750(G) prior to direct contact between personnel and juveniles. For purposes of this section, "employee" includes paid and unpaid personnel, whether directly employed or contracted, and volunteer or student services.
 - 17.2. The Court retains its authority to deny access to the Juvenile Court to any individual employed by the County or a Contractor who fails to successfully pass the background check referenced in this section or who fails to comply with all rules and regulations of the Court.
18. **NO JOINT VENTURE:** It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between County and any Court

employees, or between Court and any County employees. Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

19. **NO THIRD PARTY BENEFICIARIES:** Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
20. **ENTIRE AGREEMENT:** This document constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.
21. **FULL AND COMPLETE PERFORMANCE:** The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of this Agreement to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time shall not be construed as an accord and satisfaction.
22. **TERMINATION:** Either party may terminate this IGA at any time without cause by serving upon the other party sixty (60) days written notice of the party's intent to terminate the IGA. In no event will the termination date of this IGA be sooner than the termination or expiration date contained in the contract between County and the medical services vendor for the PCJDC. There will be no penalty or liability to the terminating party except for the provision of services, or payment of services rendered, through the date of termination. In the event such termination occurs, the Court, after consultation with the County, will determine how the healthcare services at the PCJDC will be provided.
23. **NON-APPROPRIATION:** To the extent applicable, any payment obligation of any public entity under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by either party at the end of the period for which funds are available. No liability shall accrue to either party in the event this provision is exercised, and neither party shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
24. **ISRAEL BOYCOTT CERTIFICATION:** Each party hereby certifies that it is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by either party may result in action by the other party up to and including termination of this Agreement.
25. **AMENDMENT:** The parties may modify, amend, alter or extend this Agreement only by a written amendment signed by the parties.

The effective date of this Agreement is July 1, 2021.

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IN WITNESS THEREOF, the parties have affixed their signatures to this Agreement on the dates written below.

PIMA COUNTY

Chair, Board of Supervisors

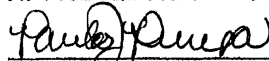
Date

ATTEST

Clerk of the Board


Date

APPROVED AS TO CONTENT

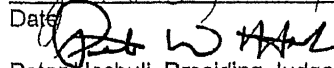

Paula Ferrera, Director
Pima County Behavioral Health

8.10.2021
Date

COURT

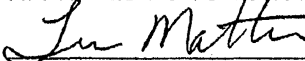

Kyle Bryson, Presiding Judge
Pima County Superior Court

June 30, 2021


Peter Hochuli, Presiding Judge
Pima County Juvenile Court

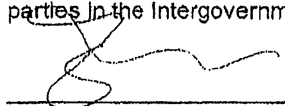
6-28-21
Date

APPROVED AS TO CONTENT

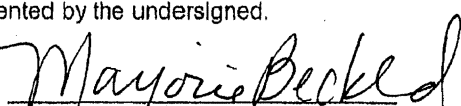

Deputy Court Administrator
Pima County Juvenile Court

June 24, 2021
Date

The Intergovernmental Agreement between Pima County and the Arizona Superior Court in Pima County has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties in the Intergovernmental Agreement represented by the undersigned.


Deputy County Attorney

JONATHAN PINKNEY
Print DCA Name


Assistant Attorney General

Marjorie Becklund
Print AG Name