



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: July 5, 2022

* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

Gila County and the Arizona Superior Court in Gila County

***Project Title/Description:**

Intergovernmental Agreement between Pima County, Gila County, and the Arizona Superior Court in Gila County for Restoration to Competency (RTC) services.

***Purpose:**

This IGA sets forth terms and conditions for admission of Gila County's pre-trial detainees into Pima County's RTC program and provision of restoration services to Gila County detainees.

***Procurement Method:**

This IGA is a non-procurement contract and not subject to procurement rules.

***Program Goals/Predicted Outcomes:**

If a defendant is charged with a criminal offense and is found "incompetent but possibly restorable" by a judge to stand trial, the defendant may be ordered into restoration services. After administering services the forensically certified provider determines if the defendant is able to be restored to competency and ultimately fit to stand trial.

***Public Benefit:**

Pima County's in-custody RTC program makes its competency to stand trial services available to other Arizona counties, providing cost-effective services and creating revenue for Pima County.

***Metrics Available to Measure Performance:**

Pima County RTC will provide Gila County and the referring Court a forensic report detailing activities performed and final opinion on competency as part of each completed case. An invoice is sent to the referring county to secure payment for services rendered.

***Retroactive:**

Yes. A contract executed by Gila County set the term date to begin May 1, 2022; however, signed documents required for processing were not received by Pima County until June 15, 2022. If the agreement is not executed, detainees in Gila County will not be able to receive services from Pima County's RTC program and Pima County will not be able to receive compensation for these cases.

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: CTN Department Code: BH Contract Number (i.e., 15-123): 22*06
Commencement Date: 05/01/2022 Termination Date: 04/30/2027 Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount \$ N/A * ☒ Revenue Amount: \$ 390,000.00

***Funding Source(s) required: Gila County**

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 ☐ 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: 520-724-7515

Department Director Signature: [Signature] Date: 6-20-2022

Deputy County Administrator Signature: [Signature] Date: 21 June 2022

County Administrator Signature: _____ Date: 6/22/2022

**Intergovernmental Agreement
Between
Pima County, Gila County, and the Arizona Superior Court in Gila County
For Restoration to Competency Services**

Pima County Contract Number: CTN-BH-22-006

This Intergovernmental Agreement (IGA) is entered into by and between Pima County, ("PIMA") and Gila County ("GILA"), bodies politic and corporate of the State of Arizona, and the Arizona Superior Court in Gila County, collectively ("The Parties"), pursuant to A.R.S. § 11-952.

Recitals

- A. The Parties may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951, et seq;
- B. GILA is authorized pursuant to A.R.S. § 13-4512 to designate its Restoration to Competency Program and has so designated the PIMA Restoration to Competency Program;
- C. The Parties desire to enter into an agreement for the provision of restoration to competency services for Gila County pre-trial detainees;
- D. Gila County detainees will remain under the jurisdiction of the Arizona Superior Court in Gila County for Gila County criminal matters and will be assigned a defense attorney and prosecutor from Gila County;
- E. This Agreement supersedes and voids all prior agreements regarding restoration to competency services between PIMA and GILA.

NOW, THEREFORE, the Parties, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

Agreement

1. **Purpose.** The purpose of this IGA is to set forth the terms and conditions for admission of GILA's pre-trial detainees into PIMA's Restoration to Competency Program ("RTC ") and the provision of restoration services to GILA's detainees.

2. **Scope.**

- 2.1 PIMA's In-Custody RTC Program is provided onsite at the Pima County Adult Detention Complex (PCADC) for detainees within the adult criminal justice system, who are court-ordered by the Arizona Superior Court in Gila County to undergo restoration services. The following types of cases will not be accepted into PIMA's RTC Program:

- 2.1.1. Medically unstable individuals
 - 2.1.2. Acutely suicidal individuals
 - 2.1.3. Remanded Juveniles

- 2.2. PIMA will receive and detain GILA's pre-trial detainees after the detainee has been determined by the Arizona Superior Court in Gila County through the Rule 11 process as not competent to stand trial but restorable, who are medically and administratively fit to be housed within the PCADC for the purpose of providing restoration services of the PIMA RTC Program.

- 2.3. An initial notification to the PIMA RTC Manager (by email) of intent to submit or to request an application packet is advised. An application packet may be mailed to the address provided in the RTC application packet. GILA shall FULLY complete the Application and Checklist, which is attached as **EXHIBIT A**. Checklists may change periodically and PIMA will provide all updated/new versions of checklist to GILA.

- 2.4. PIMA will determine whether to accept the detainee after receiving the complete application packet. PIMA reserves the right to refuse or return a GILA detainee for any reason, including but not limited to, reasons based upon the detainee's medical condition, any custodial management issues or available bed capacity at the PCADC.

- 2.5. If the detainee is accepted, PIMA RTC staff shall coordinate with GILA and PCADC custody staff to arrange for GILA to deliver the detainee to PCADC. PIMA will house the GILA detainee based upon classification criteria established by PCADC and will provide for the onsite supervision, care and maintenance of GILA detainees, including medical, behavioral, and dental care; except as otherwise provided in this IGA.

- 2.5.1. GILA must provide proof that detainee is either fully vaccinated against COVID-19 as defined by the CDC or provide proof detainee tested negative for COVID-19 within 72-hours of being transported to PCADC.

- 2.5.2. Unvaccinated individuals who test negative for COVID-19 prior to transport may be provided the opportunity to receive a COVID-19 vaccination upon arriving at PCADC; refusal to provide requested proof of vaccination or a negative COVID-19 test upon arrival will result in immediate transport back to GILA.

- 2.6. Within seven (7) days of arrival at PCADC, the PCADC medical services provider will conduct a psychiatric and medical evaluation. Medication will be prescribed based on previous history and current presentation. Medication will be offered to the defendant if prescribed. If, at any point, the defendant refuses medications and is not already under a Title 36 order for treatment, the PCADC medical services provider will notify PIMA RTC staff (who will in turn notify GILA) and an assessment of the appropriateness of a Court Ordered

Evaluation (COE) process will be pursued. If the defendant is an appropriate candidate for COE, the PIMA medical provider will pursue that option. If not, PIMA will make a recommendation to Arizona Superior Court in Gila County about whether forced medications are indicated. Arizona Superior Court in Gila County will then determine whether a Sell hearing must occur and will notify RTC as to the need for testimony from the PCADC medical services provider/RTC psychiatrist. If the Arizona Superior Court in Gila County determines no Sell hearing is required or that forced medication is not appropriate, the detainee may not be able to proceed in restoration services although every effort will be made to restore the detainee under the circumstances.

2.7. In the event of a Sell hearing, the PIMA psychiatrist will be prepared to answer questions concerning:

- 2.7.1. The duration and nature of the recommended medications(s) and treatment;
- 2.7.2. Any potential side effects from the medications together with an explanation of any available measures to reduce or mitigate those side effects;
- 2.7.3. His or her opinion as to whether the proposed course of treatment is medically necessary;
- 2.7.4. Whether the proposed course of treatment would interfere or prevent the detainee's ability to assist in his or her defense;
- 2.7.5. The basis and rationale for involuntary medication administration;
- 2.7.6. The status of the detainee's current medical and psychiatric condition; and
- 2.7.7. The likelihood of the proposed course of treatment to restore the detainee's competency to stand trial. Any additional information the court may require must be submitted to the PIMA psychiatrist at least 10 business days prior to the Sell hearing.

2.8. GILA must seek an order allowing the PIMA RTC MD or PIMA RTC PhD to provide testimony telephonically. In the event the PIMA RTC MD or PIMA RTC PhD must appear in person for any court proceeding, GILA will, pursuant to Paragraph 3.4 compensate PIMA for all associated costs including, but not limited to travel, travel time, MD coverage for PCADC and the professional fees of the testifying physician.

2.9. If GILA or the Arizona Superior Court in Gila County decides, for any reason, to drop the charges against a PIMA RTC detainee, GILA will notify PIMA and will have the detainee transported back to GILA prior to a hearing to drop charges or release of the detainee from PIMA RTC Program. GILA will still be billed for restoration services. The Arizona Superior Court in Gila County will not order detainees to be released from the PCADC prior to their transportation back to GILA. In the event the Arizona Superior Court in Gila County orders the release of a detainee from the PCADC prior to their transportation back to GILA, this is grounds for immediate termination of the IGA.

2.10. In the event a Sell hearing occurs, the Arizona Superior Court in Gila County agrees, in accordance with US v Griffin, that the treating PIMA RTC Psychiatrist's treatment plan will be adopted by the court in lieu of sending specific orders which affects the Psychiatrist's ability to properly care for the patient. PIMA agrees that the PCADC medical services provider/RTC Psychiatrist will create and submit to the court, a treatment plan which includes proposed medication(s) and dosages within the therapeutic range. If GILA sends PIMA a specific order for medications, PIMA will notify GILA jail staff that the defendant will need to be picked up within two (2) business days and returned to GILA custody.

2.11. The Parties agree that communication will occur between designated points of contact. For PIMA the RTC Manager and the Administrative Assistant for RTC are

responsible for PIMA coordination of packets, admission and return. GILA will supply the contact information of two of designated contacts in return. Points of contact will be provided at the close of this document.

2.12. The PIMA RTC Supervising Forensic Psychologist shall provide to Arizona Superior Court in Gila County status reports on the detainee's progress in accordance with current statute (A.R.S. § 13-4514) from date the detainee was admitted into the PIMA RTC program. A Final Competency Report will be submitted to the referring court when the detainee has completed the PIMA RTC Program. The date of admission of a detainee into the PIMA RTC Program will be the date the detainee arrives and is formally transferred to PCADC.

2.13. Arizona Superior Court in Gila County will provide to the PIMA RTC Manager and Administrative Assistant any relevant information such as minute entries and orders on hearings held in relation to the detainee participating in restoration while the defendant is in PIMA RTC.

2.14. The PIMA RTC Program will request that GILA detainees sign release of information requests when admitted to the PIMA RTC program. These documents may include requests for release of information from hospitals, schools, the Social Security Administration, and/or other organizations from which the detainee has received services. If the detainee is unwilling or unable to sign such authorization, PIMA RTC Program will request that Arizona Superior Court in Gila County issue an order compelling the release of necessary records. Arizona Superior Court in Gila County agrees to supply such orders when requested.

2.15. PIMA RTC will arrange specialized language services required by the detainee through a certified court interpreter. GILA is responsible to reimburse PIMA RTC for the costs associated with specialized language services and will be invoiced in accordance with Paragraph 3.3.

2.16. GILA shall, whenever indicated, initiate civil commitment proceedings (as set forth in Arizona Revised Statutes Title 36, Chapter 5) prior to transfer of a detainee and shall be responsible for initiation of involuntary commitment or any Title 14 proceedings following discharge from PIMA RTC.

2.17. In the event that PIMA, in consultation with GILA, initiates involuntary commitment proceedings for a GILA detainee while in PIMA's RTC Program, GILA will reimburse to PIMA the costs associated with the proceedings as indicated in Paragraph 3.11.

2.18. GILA shall be responsible for payment of any offsite health services for GILA detainees housed at the PCADC. Offsite health services may include ambulance transportation, hospital inpatient or outpatient treatment or surgeries, specialty physician consults, or diagnostic services that PCADC does not provide onsite for its detainees. GILA must make arrangements with offsite service providers for payment, as PIMA will not accept or pay invoices on behalf of GILA. GILA shall also be responsible for paying any expenses related to exceptional medical care including, but not limited to, "outlier medications" as defined by PIMA's prevailing contract with a health care provider that is providing services at PCADC. PIMA will forward to GILA a copy of the outlier medications list as it may change from time to time.

2.19. In the event a GILA detainee must be transported offsite for health services in an inpatient setting, PIMA shall provide, at no additional cost, security for the detainee for a maximum of eight hours following notification to GILA by PIMA, to allow GILA to make

arrangements to either transport the detainee to a GILA provider or to send GILA officers to relieve PIMA officers at the local inpatient facility. Such security will be in the form of up to two Sheriff Deputies or Corrections Officers at PIMA's discretion based on the potential risk. Security provided by PIMA beyond eight hours from notification will be invoiced separately pursuant to Paragraph 3.3.

2.20. Non-emergent transportation of detainees to any court or other locations, as ordered by the Superior Court in and for GILA, shall be GILA's responsibility.

2.21. When a detainee is discharged from the PIMA RTC Program, the supervising RTC Forensic Psychologist and RTC Team will create a discharge summary based on the specific needs of the detainee required to maintain competency and provide this to the Arizona Superior Court in Gila County, custody, medical and mental healthcare provider liaisons.

2.22. Neither the acceptance of the detainee into PIMA's RTC Program nor the acceptance of payment for services from GILA is a guarantee of restoration to competency for any specific detainee.

3. Financing.

3.1 For each detainee admitted into the PIMA RTC Program from May 1, 2022 to April 30, 2027 GILA will pay to PIMA a case rate of \$39,000 for detainee housing, routine onsite healthcare services, and costs of restoration services, regardless of duration, provided during the routine restoration period. PIMA reserves the right to increase the case rate through an amendment to this Agreement. In the event of any such rate increase by PIMA, GILA reserves the right to accept such rate or terminate this Agreement.

3.2 Unless other arrangements have been made in advance, GILA will pay to PIMA the RTC case rate in full and any ancillary costs incurred upon discharge of a GILA detainee from the RTC Program.

3.3 PIMA will submit to GILA an invoice, for each detainee upon discharge from the RTC program for exceptional onsite services including interpreter services as indicated in Paragraph 2.15 above, for outlier medications as indicated in Paragraph 2.18 above, and for any offsite security in excess of the limits specified in Paragraph 2.19 above. Such offsite security will be billed at the rate of forty dollars (\$40) per hour per Deputy or Corrections Officer, until such time as GILA Deputies or Corrections Officers take over security of the individual, or until the individual is discharged from the hospital and returned to PCADC. Such invoice will be paid by GILA within thirty (30) days of receipt.

3.4 If GILA requests, in consultation with PIMA, that a PIMA Psychiatrist prepares for, provides documentation for, travels to, or testifies at any hearing related to the administration of medical care, GILA will pay to PIMA four hundred dollars (\$400) per hour for such psychiatrist services rendered, including travel time. PIMA will submit to GILA a separate invoice for said services, and such invoice will be paid by GILA within thirty (30) days of receipt.

3.5 GILA shall notify PIMA in writing of any contested charges within thirty (30) days after receipt of invoice. In such a case, GILA may withhold payment on any disputed charges pending resolution of the dispute. No dispute will be accepted if not made within thirty (30) days after the receipt of billing. Disputes shall be jointly reviewed by both parties for resolution within sixty (60) days. If unresolved after sixty (60) days, a mutually acceptable third party may mediate charges remaining unresolved.

3.6 GILA shall pay fully for services rendered within 30 days of defendant discharge. Failure to pay for services within this timeframe can result in the termination of this agreement. Upon paying a previously disputed charge, GILA will attach documentation detailing the specific charges that are being paid. GILA will attach documentation to each check submitted to PIMA indicating the dates and detainees for which the check is to be applied.

3.7 GILA will pay community providers directly for all health services provided outside PCADC as indicated in 2.18.

3.8 In the event that PIMA accepts a GILA detainee into the PIMA RTC Program and returns the detainee to GILA pursuant to a court order no refunds will be owed to GILA.

3.9 Upon request, PIMA will provide to GILA a statement showing all RTC program-related transactions for GILA detainees, including name of detainee, booking date and hour, release date and hour, total service days, total exceptional medical expenses and any balance due in excess of the case rate fee.

3.10 In the event that GILA for any reason requests that PIMA hold at PCADC a GILA detainee after the detainee's discharge from the RTC program (defined as a PIMA forensic psychologist's submission of a FINAL report), GILA will pay to PIMA a daily housing rate of one hundred dollars (\$100) per detainee per day, plus the cost of the detainee's prescribed medications, through the day that GILA takes the detainee back into GILA's physical custody. Such charges will be billed separately on an actual cost basis.

3.11 As referenced in 2.17 herein, if PIMA, in consultation with GILA, initiates involuntary commitment proceedings for a GILA detainee while in PIMA's RTC Program, GILA will reimburse to PIMA the costs associated with the proceedings, which are \$1,250 for an involuntary commitment proceeding that reaches a court hearing, and \$750 for an involuntary commitment proceeding that is dismissed prior to hearing.

4. Term. This IGA shall be effective on the date it is fully executed by the Parties and shall continue for a period of five years unless it is, prior to the expiration of such period, amended, extended or terminated by agreement of the parties.

5. Disposal of Property. Upon the termination of this IGA, all property involved shall revert back to the owner. Termination shall not relieve any party from liabilities or costs already incurred under this IGA, nor affect any ownership of property pursuant to this IGA.

6. Insurance. Each party will obtain and maintain at its own expense, during the entire term of this IGA the following type(s) and amounts of insurance:

6.1 Commercial General Liability in the amount of \$2,000,000.00 combined single limit Bodily Injury and Property Damage.

6.2 Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage.

6.3 If this Contract involves professional services, professional liability insurance in the

amount of \$1,000,000.00.

6.4 If required by law, workers' compensation coverage including employees' liability coverage. Each party will provide thirty (30) days written notice to the other party of cancellation, non-renewal or material change of coverage.

6.5 The above requirement may be alternatively met through self-insurance pursuant to A.R.S. §§ 11-261 and 11-981 (or if a school district, § 15-382) or participation in an insurance risk pool under A.R.S. § 11.952.01 (if a school district, § 15-382), at no less than the minimum coverage levels set forth in this article.

7. Indemnification. 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 the 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, and are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

8. Compliance with Laws. The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this IGA. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this IGA and any disputes hereunder. Any action relating to this IGA shall be brought in an Arizona court in the county of PIMA.

9. Non-Discrimination. The parties shall not discriminate against any PIMA or GILA 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 their duties pursuant to this IGA. The parties shall comply with the provisions of Executive Order 75-5, as amended by Executive Order 99-4, which is incorporated into this IGA by reference, as if set forth in full herein.

10. ADA. The parties shall 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.

11. Severability. If any provision of this IGA or any application thereof to the parties or any person or circumstances, is held invalid, such invalidity shall not affect other provisions or of this IGA which can be given effect, without the invalid provision or application and to this end the provisions of this IGA are declared to be severable.

12. Conflict of Interest. This IGA is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.

13. Non-Appropriation. Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the PIMA or GILA Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, the parties shall have no further obligation to each other except for payment for services rendered prior to cancellation.

14. Worker's Compensation. Each party shall comply with the notice of A.R.S. § 23-1022

(E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each party is solely responsible for the payment of Worker's Compensation benefits for its employees.

15. No Joint Obligations. 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.

16. No Third Party Beneficiaries. Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or to affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

17. Notice. Notice of termination or amendment shall be in writing and shall be served by delivery or by certified mail upon the other party as follows (or at such other address as may be identified by a party in writing to the other party):

PIMA COUNTY:

Pima County Behavioral Health
3950 S. Country Club Road, Suite 3420
Tucson, AZ 85714

With Copies To:

Pima County Administrator
130 West Congress Street 10th Floor
Tucson, Arizona 85701

Points of Contact for PIMA RTC Team:

Terri Rahner, LMSW
Pima County RTC Manager
(520) 724-7508
Terri.Rahner@Pima.Gov

Points of Contact for GILA:

Cassie Ornelas
Deputy Court Administrator
928-402-8671
cornelas@courts.az.gov

James Menlove
County Manager
1400 E. Ash Street
Globe, Az 85501
Jmenlove@gilacounty.gov

GILA COUNTY:

County Manager
2150 North Congress
Nogales, AZ 85621

Pima County Clerk of the Board
130 West Congress Street, 5th Floor
Tucson, Arizona 85701

Gary Fennema,
Pima County RTC Admin. Assistant
(520) 351-8093
Gary.Fennema@Sheriff.Pima.Gov

Jonathan Bearup
Court Administrator
928-402-8672
jbearup@courts.az.gov

18. Counterparts: This agreement may be executed in counterparts, each of which is effective as an original and all of which constitute one and the same document.

19. 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 IGA shall not be modified, amended, altered or extended except through a written amendment signed by the parties.

In Witness Whereof, PIMA has caused this Intergovernmental Agreement to be executed by the Chair of its Board of Supervisors, and attested to by the Clerk of the Board, and GILA has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors upon resolution of the Board and attested to by the Clerk of the Board, and the Arizona Superior Court in Gila County has caused this Intergovernmental Agreement to be executed by its presiding judge:

PIMA COUNTY:

Chairman, Board of Supervisors

ATTEST:

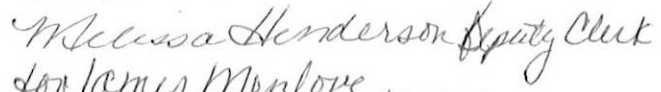
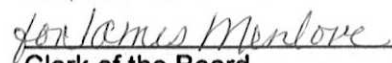
Clerk of the Board

GILA COUNTY:



Chairman, Board of Supervisors

ATTEST:

Clerk of the Board


Arizona Superior Court in Gila County:

Presiding Judge

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between PIMA and GILA 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 to the Intergovernmental Agreement represented by the undersigned.

PIMA COUNTY:



Deputy County Attorney

GILA COUNTY:



Deputy County Attorney

Exhibit A
Pima County Restoration to Competency Program
Referral Application for Outside of Pima County

Contact person for coordination of admissions	Phone	E-mail
Contact person for coordination of payments	Phone	E-mail

General Defendant Information		
Defendant Name:		
Date of Birth:	English Speaking? <input type="checkbox"/> Yes <input type="checkbox"/> No	If No, what language:

CR Number(s)		
Current Criminal Charge(s):		
Brief Summary of Offense(s):		
Date of Offense:	Date of current incarceration:	Bond Amount:

Defense Attorney:	Phone:	E-mail:
Prosecutor Assigned:	Phone:	E-mail:

Arizona Department of Corrections Inmate Number:

☐ None

Current Jail Information

Is defendant housed with others? ☐ Yes ☐ No If no, Why:

Defendant Behavior Indicators:	Assaultive toward staff?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, explain
	Assaultive toward other defendants?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, explain
	Escape Risk?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, explain
	Recognized Gang Member?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, explain
	Other incarceration issues:	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, explain

Remarks:

Medical Information

Any current chronic medical conditions?

Any medical diagnosis/rule outs given at intake?

Current

☐ None

Court Ordered Treatment? ☐ Yes ☐ No

If yes – please send a copy of the order placing them on COT in the referral packet

Currently on, or has been on in the last 3 months, suicide watch? ☐ Yes ☐ No

If yes please explain circumstances:

Required Documents

SEE CHECKLIST BELOW TO ASSIST IN
COMPILATION OF MATERIAL

- Court Related Documents
 - Completed Referral Application
 - Rule 11 Evaluations (Un-redacted)
 - Minute Entry ordering Defendant to RTC (including order for forced medication if provided)
 - Indictment(s) for all cases relating to the Order for RTC

- Law Enforcement Information
 - Police Report
- Jail Information
 - Arrest / Booking / Classification information
 - Jail Incident reports
 - Other important information for PCADC custody staff to be aware
- Medical Information
 - Intake Assessments
 - Medical / Psychiatric Progress Notes
 - MARS (medication administration record)
 - Other important information jail medical staff need to be aware of

<p>Documents If Available (may be sent post acceptance)</p>

- Court
 - Motion for Rule 11 Evaluation
 - Plea Agreements (if any has been offered)
 - If Violation of Probation, previous sentencing information and Petition to Revoke Probation
- Probable Cause or Interim Complaint
- Jail
 - Copies of recorded phone calls and/or visitation videos