



## BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

**Requested Board Meeting Date:** December 20, 2022

**or Procurement Director Award:** ☐

*\* = Mandatory, information must be provided*

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

Arizona Superior Court in Pima County

**\*Project Title/Description:**

Supportive Treatment and Engagement Programs (STEPs) Peer Support Specialist

**\*Purpose:**

STEPs is a pre-indictment diversion (deferred prosecution) program that started in February 2021. This early intervention approach identifies individuals arrested and booked into the Pima County Adult Detention Complex (PCADC) for felony drug possession and/or drug paraphernalia charges who are eligible for diversion from indictment and prosecution. Those who choose to participate are screened for risk and needs and assigned to appropriate interventions addressing their individual needs, such as residential drug treatment, intensive outpatient treatment, outpatient treatment, or education, as an alternative to felony indictment, prosecution, conviction, and punishment. Success in the STEP program is demonstrated by achieving required results through the assigned intervention within three months (with the possibility of one continuance) and not being arrested for any new criminal offense during the intervention period.

In partnership with the Pima County Health Department, the Arizona Superior Court in Pima County will utilize (a) grant-funded Peer Support Specialists/s (PSS) to support the Pretrial Services Division's administration of this diversion program by assisting with the screening and assessment of individuals enrolled in STEP. The PSS will work directly with participants in STEP to provide education on harm reduction, overdose prevention, and substance use treatment options; help the court maintain contact with program participants; and help with referrals and linkage to care to ensure participants are receiving necessary services as part of the program requirements. Ultimately, through this partnership, the PSS will ensure participants' success in the STEP Diversion Program and mitigate the risk of future overdoses.

**\*Procurement Method:**

This Intergovernmental Agreement is a non-Procurement contract and not subject to Procurement rules

**\*Program Goals/Predicted Outcomes:**

The primary components of this agreement are:

1. PCHD will fund one or more PSS to work with STEP program participants, when grant funding is available.
2. The PSS will help Pretrial Services staff maintain contact and engagement with program participants, ensuring participants are receiving necessary services and successfully complete drug court programming.
3. The PSS will provide overdose and harm reduction education and support to high-risk individuals, including providing individuals with Narcan and/or fentanyl testing supplies.
4. The PSS will connect individuals with resources and link them to appropriate care in order to prevent overdose deaths.
5. Increase the percentage of individuals engaged in drug court and outpatient treatment.
6. Reduce the occurrence of fatal and non-fatal drug overdoses.

**\*Public Benefit:**

By ensuring participant's success in the STEP Diversion Program with the help of the PSS, this IGA will expand services to those at high risk of overdose by linking individuals to appropriate services and ultimately reducing overdose fatalities.

**\*Metrics Available to Measure Performance:**

1. Number of individuals served.
2. Number of Narcan kits and/or fentanyl testing supplies distributed.
3. Number of individuals referred for Medication Assisted Treatment and other services.
4. Qualitative/anecdotal data collected from individuals served, public members, and community-based organizations.

**\*Retroactive:**

No.

TO: COB 12-7-2022 (U)

vers: 1

pgs.: 7

**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: HD Contract Number (i.e., 15-123): 23-082  
 Commencement Date: 12/20/2022 Termination Date: 12/19/2023 Prior Contract Number (Synergen/CMS): N/A  
☐ Expense Amount \$ \_\_\_\_\_ \* ☐ Revenue Amount: \$ \_\_\_\_\_

**\*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 ☐ 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: Sharon Grant

Department: Health

Telephone: 724-7842

Department Director Signature: \_\_\_\_\_

Date: 12/5/

Deputy County Administrator Signature: \_\_\_\_\_

Date: 5 Dec 2022

County Administrator Signature: \_\_\_\_\_

Date: 12/5/2022

**Intergovernmental Agreement between  
Pima County Board of Supervisors  
On Behalf of the Pima County Health Department  
and the Arizona Superior Court in Pima County  
For STEP's Peer Support Specialist**

Pursuant to A.R.S. § 11-952, this Intergovernmental Agreement (IGA) is entered into by and between the Pima County Board of Supervisors on behalf of the Pima County Health Department ("County") and the Arizona Superior Court for Pima County ("Court") for the provision of a Peer Support Specialist for the Supportive Treatment and Engagement Programs ("STEPs").

**Recitals**

- A. County and Court 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. In collaboration with the Arizona Superior Court in Pima County, Pima County Public Defense Services, Pima County Administration, and community-based service providers, the Pima County Attorney's Office ("PCAO") launched a new STEP's pre-indictment diversion (deferred prosecution) program in February 2021. The Court manages the day-to-day operations of the program by assigning a Judge and judicial staff, as well as Pretrial Services staff, to participate in operational management of STEP's.
- C. The STEP's Program addresses the treatment and community supervision needs of non-violent individuals arrested for felony drug possession, utilizing the National Association of Drug Court Professionals Best Practice Standards. STEP's also strives to address the needs of program participants for housing and other wraparound services.
- D. This early intervention approach identifies individuals arrested and booked into the Pima County Adult Detention Complex (PCADC) for felony drug possession and/or drug paraphernalia charges, who - with the authorization of the Pima County Attorney pursuant to A.R.S. § 11-361, *et seq.* - will be eligible for diversion from indictment and prosecution. Those deemed eligible who choose to participate will be screened for risk and needs and assigned to appropriate interventions addressing their individual needs provided by a Court approved community-based service agency - to include one of the following: residential drug treatment, intensive outpatient treatment, outpatient treatment, or education - as an alternative to felony indictment, prosecution, conviction and punishment.
- E. For successful program participants in STEP's, the PCAO will never issue criminal charges nor seek indictment for the felony crimes on which program participants were arrested and booked into the PCADC.

F. "Success" in STEPs is demonstrated by achieving required results through the assigned intervention within three months (with the possibility of one continuance) and meanwhile not being arrested for any new criminal offense. The assigned intervention will be either 30 days of active engagement and participation in the clinically determined and assigned level of treatment (residential, intensive outpatient, or outpatient); or attending the assigned education class presented by an approved provider and submitting a certificate of completion.

G. In partnership with the Pima County Health Department (PCHD), the Court will utilize the grant-funded Peer Support Specialists to support the Pretrial Services Division's administration of this pretrial diversion (deferred prosecution) program in conformity with A.R.S. § 11-362 and Adult Drug Court Best Practice Standards published by the National Association of Drug Court Professionals, by assisting with the screening and assessment of individuals enrolled in the STEPs Diversion Program. Peer Support Specialists will work directly with participants in STEPs to provide education on harm reduction, overdose prevention, and substance use treatment options. Peer Support Specialists will help Pretrial Services staff maintain contact with program participants and help with referrals and linkage to care to ensure participants are receiving necessary services, as part of the program's requirements. Peer Support Services may occur at the Adult Detention Center, Superior Court, or in the community, depending on individual needs. The primary goal of this partnership is to ensure participants' success in STEPs Diversion Program and to mitigate the risk of overdose.

H. This IGA establishes the partnership and commitment between the Court and PCHD to further enhance the STEPs program.

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

#### **Agreement**

1. **Purpose.** The purpose of this IGA is to define the role and responsibilities of a PCHD funded STEPs Peer Support Specialist(s). The PCHD Peer Support Specialist(s) will support the Court's Pretrial Services Division, working directly with the STEPs Court Diversion Specialist to link STEPs participants to recovery support services and provide harm reduction education and resources to prevent overdose.
2. **Responsibilities of the STEPs Peer Support Specialist:**
  - a. Court will utilize one Peer Support Specialist in support of the STEPs Program.
  - b. The STEPs Supervisor and/or the STEPs Diversion Specialist will provide guidance and refer new participants to the Peer Support Specialist(s). These services will support defendants awaiting their initial STEPs hearing or participants who have been accepted into the STEPs Diversion Program.

- c. The STEPs Supervisor will provide as-needed and periodic reports to the Pima County Health Department on the performance of the Peer Support Specialist(s) and the effectiveness of this role with the STEPs Program.
  - d. The PCHD supervisor will meet with staff from the STEPs team on an ongoing basis to discuss progress. Any concerns about performance will be addressed with the PCHD supervisor to follow up.
- 3. **Terms and Conditions of Funding.** The PCHD agrees to fund a STEPs Peer Support Specialist during FY21-22 and FY22-23, or as available funds allow.
- 4. **Term.** This IGA will be effective on the date it is fully executed, December 20, 2022, by both parties and will continue for a period of one year unless it is, prior to the expiration of such period, extended or terminated by agreement of the parties.
- 5. **Disposal of Property.** Upon the termination of this IGA, tangible property donated or purchased for the STEPs Program will remain the property of the STEPs Program or the Court. Termination will not relieve any party from liabilities or costs already incurred under this IGA, nor affect any ownership of property pursuant to this IGA.
- 6. **Indemnification.** To the extent permitted by law, 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") for bodily injury of any person (including death) or property damage, but only to the extent that such injury or damage is caused or alleged to be caused by a negligent or intentionally wrongful act or omission of the Indemnitor, or of any of its officers, officials, agents, employees, or volunteers.
- 7. **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:
  - a. Commercial General Liability in the amount of \$2,000,000.00 combined single limit Bodily Injury and Property Damage.
  - b. 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 \$2,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage.
  - c. If this Contract involves professional services, professional liability insurance in the amount of \$1,000,000.00.
  - d. If required by law, workers' compensation coverage including employees' liability coverage.

- e. Each party will provide 30 days written notice to the other party of cancellation, non-renewal or material change of coverage.
  - f. The above requirement may be alternatively met through self-insurance pursuant to A.R.S. §§ 11-261 and 11-981 or participation in an insurance risk pool under A.R.S. § 11,952.01 at no less than the minimum coverage levels set forth in this article.
- 8. **Compliance with Laws.** The parties will comply with all federal, state and local laws, rules, regulations, standards and Executive Orders. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this IGA and any disputes. Any action relating to this IGA will be brought in a court in Pima County.
  - 9. **Non-Discrimination.** The parties will not discriminate against any 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 under this IGA. The parties will comply with the provisions of Executive Order 75-5, as amended by Executive Order 2009-09, which is incorporated into this IGA by reference.
  - 10. **ADA.** The parties 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.
  - 11. **Severability.** If any provision of this IGA, or any application of a provision to the parties or any person or circumstance, is found by a court to be invalid, that invalidity will not affect other provisions or applications of this IGA that can be given effect without the invalid provision or application.
  - 12. **Conflict of Interest.** This contract 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 County or Court does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, the parties will have no further obligations under this IGA other than for payment for services rendered prior to cancellation.
  - 14. **Legal Authority.** Neither party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, will be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.
  - 15. **Worker's Compensation.** Each party will 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.

16. **No Joint Venture.** It is not intended by this IGA to, and nothing contained in this IGA will be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between a party and the employees of the other party. Neither party will 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.
17. **No Third-Party Beneficiaries.** Nothing in this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or 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.
18. **Notice.** Any notice required or permitted to be given under this IGA must be in writing and 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):

County:

Court:

Theresa Cullen  
Director  
Pima County Health Department  
3950 S. Country Club Road  
Suite 100  
Tucson, AZ 85714

Domingo Corona  
Director, Pretrial Services Division  
Arizona Superior Court in Pima County  
150 W. Congress, 2<sup>nd</sup> Floor  
Tucson, AZ 85701

*With copies to:*

Ronald Overholt  
Court Administrator  
Superior Court

Patricia Miller  
Finance Director  
Superior Court

Gil Bensinger  
Manager, Planning, Research and Evaluation  
Superior Court

19. **Entire Agreement.** This document, and any exhibits attached to it, constitutes the entire agreement between the parties pertaining to the subject matter addressed, and all prior or

contemporaneous agreements and understandings, oral or written, are superseded and merged into this IGA. This IGA may not be modified, amended, altered or extended except through a written amendment signed by the parties.

20. **Copies and Counterparts.** The Parties may execute this IGA in multiple copies, each of which is an original, but all of which constitute one agreement after each Party has signed such a counterpart. Any executed counterpart may be delivered by facsimile, electronic mail, or other electronic means.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**



*In Witness Whereof*, the parties have affixed their signatures to this IGA on the date written below.

PIMA COUNTY:

\_\_\_\_\_  
Sharon Bronson, Chair  
Board of Supervisors

\_\_\_\_\_  
Date

ATTEST

\_\_\_\_\_  
Clerk of the Board

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Pima County Health Department Representative

PIMA COUNTY SUPERIOR COURT:

\_\_\_\_\_  
Hon. Jeffrey T. Bergin, Presiding Judge

\_\_\_\_\_  
9/22/22

\_\_\_\_\_  
Date

ATTEST

\_\_\_\_\_  
Ronald G. Overholt, Court Administrator

#### Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between Pima County and the Pima County Superior Court has been reviewed by the undersigned, each of whom has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party he or she represents.

PIMA COUNTY:

\_\_\_\_\_  
Deputy County Attorney

PIMA COUNTY SUPERIOR COURT

\_\_\_\_\_  
Assistant Attorney General for the Court