



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 11/17/2020

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Santa Cruz County and the Santa Cruz County Superior Court

***Project Title/Description:**

Intergovernmental Agreement between Pima County, Santa Cruz County and the Santa Cruz Superior Court for Restoration to Competency Services

***Purpose:**

The purpose of this IGA is to set forth the terms and conditions for admission of Santa Cruz's pre-trial detainees into Pima County's Restoration to Competency (RTC) program and the provision of restoration services to Santa Cruz 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 that is directed by a forensically certified provider. This provider will create a restoration plan and work with the restoration team to determine what type of restoration services the defendant will receive to determine if the defendant can be restored to competency and fit to stand trial.

***Public Benefit:**

The Pima County in custody Restoration to Competency program makes its competency to stand trial services available to other Arizona counties under this IGA agreement. This provides a cost effective service to these counties for a task mandated by statute while at the same time creating revenue for Pima County

***Metrics Available to Measure Performance:**

Pima County RTC will provide Santa Cruz 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:**

No.

TO: COB- 11-3-20
Ver. - 1

Pgs - 12

Contract / Award Information

Document Type: CTN Department Code: BH Contract Number (i.e., 15-123): 21-041 HL
Commencement Date: 12/01/2020 Termination Date: 11/30/2025 Prior Contract Number (Synergen/CMS): CTN 16*057
☐ Expense Amount: \$* _____ ☒ Revenue Amount: \$ \$39,000 per detainee
*Funding Source(s) required: N/A *Syr. est. total - \$390,000.00*

Funding from General Fund? ☐ Yes ☐ No If Yes \$ N/A % N/A
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: Monica Padron, Administrative Specialist

Department: Behavioral Health

Telephone: 520 724-7502

Department Director Signature/Date: [Signature] 10-27-2020

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: [Signature] 11/2/2020

(Required for Board Agenda/Addendum Items)

**Intergovernmental Agreement
Between
Pima County, Santa Cruz County and the Santa Cruz County Superior Court
For Restoration to Competency Services**

Pima County Contract Number: CTN-BH-21*041

This Intergovernmental Agreement (IGA) is entered into by and between Pima County, ("PIMA") and Santa Cruz County ("SANTA CRUZ"), bodies politic and corporate of the State of Arizona, and the SANTA CRUZ County Superior Court, 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. SANTA CRUZ is authorized pursuant to A.R.S. § 13-4512 to designate its Restoration to Competency Program and has so designated the Pima County Restoration Program;
- C. The Parties desire to enter into an agreement for the provision of restoration to competency services for SANTA CRUZ pre-trial detainees;
- D. SANTA CRUZ detainees will remain under the jurisdiction of Santa Cruz County Superior Court for SANTA CRUZ criminal matters and will be assigned a defense attorney and prosecutor from SANTA CRUZ;
- E. This Agreement supersedes and voids all prior agreements regarding restoration to competency services between Pima County and Santa Cruz County.

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

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

2. Scope

2.1 The PIMA In-Custody 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 SANTA CRUZ County Superior Court to undergo restoration services. The following types of cases will not be accepted into PIMA's RTC Program:

- a. Medically unstable individuals
- b. Acutely suicidal individuals
- c. Remanded Juveniles

2.2 PIMA will receive and detain SANTA CRUZ's pre-trial detainees after the detainee has been determined by the SANTA CRUZ County Superior Court through the Rule 11 process as not competent to stand trial but restorable, who are medically and administratively fit to be housed within PIMA's 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. SANTA CRUZ shall FULLY complete the Application and Checklist which is attached, as EXHIBIT A (4 pages). Checklists may change periodically and PIMA will provide all updated/new versions of checklist to SANTA CRUZ.

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 SANTA CRUZ 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 SANTA CRUZ and PCADC custody staff to arrange for SANTA CRUZ to deliver the detainee to PCADC. PIMA will house the SANTA CRUZ detainee based upon classification criteria established by PCADC and will provide for the onsite supervision, care and maintenance of SANTA CRUZ detainees, including medical, behavioral, and dental care, except as otherwise provided in this IGA.

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 SANTA CRUZ) 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 SANTA CRUZ Superior Court about whether forced medications are indicated. SANTA CRUZ Superior Court 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 SANTA CRUZ Superior Court 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: 1. The duration and nature of the recommended medication(s) and treatment; 2. Any potential side effects from the medications together with an explanation of any available measures to reduce or mitigate those side effects; 3. His or her opinion as to whether the proposed course of treatment is medically necessary; 4. Whether the proposed course of treatment would interfere or prevent the detainee's ability to assist in his or her defense; 5. The basis and rationale for involuntary medication administration; 6. The status of the detainee's current medical and psychiatric condition; and 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 SANTA CRUZ must seek an order allowing the PIMA RTC MD or RTC PhD to provide testimony telephonically. In the event the PIMA RTC MD or PhD must appear in person for any court proceeding, SANTA CRUZ 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 SANTA CRUZ or the SANTA CRUZ Superior Court decides, for any reason, to drop the charges against a PIMA RTC detainee, SANTA CRUZ will notify PIMA and will have the detainee transported back to SANTA CRUZ prior to a hearing to drop charges or release of the detainee from PIMA RTC Program. SANTA CRUZ will still be billed for restoration services. SANTA CRUZ Superior Court will not order detainees to be released from the PCADC prior to their transportation back to SANTA CRUZ. In the event SANTA CRUZ Superior Court orders the release of a detainee from the PCADC prior to their transportation back to SANTA CRUZ, this can be grounds for immediate termination of the IGA.

2.10 In the event a Sell hearing occurs, SANTA CRUZ Superior Court 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 SANTA CRUZ sends PIMA a specific order for medications, PIMA will notify SANTA CRUZ County jail staff that the defendant will need to be picked up within two (2) business days and returned to SANTA CRUZ custody.

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. SANTA CRUZ will supply the contact information of two of designated contacts in return. Points of contact will be provided at the close of this document.

2.11 The PIMA RTC Supervising Forensic Psychologist shall provide to SANTA CRUZ Superior Court 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.

2.12 SANTA CRUZ Superior Court 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.

2.13 The PIMA RTC Program will request that SANTA CRUZ 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 SANTA CRUZ Superior Court issue an order compelling the release of necessary records. SANTA CRUZ Superior Court agrees to supply such orders when requested.

2.14 PIMA RTC will arrange specialized language services required by the detainee through a certified court interpreter. SANTA CRUZ is responsible to reimburse PIMA RTC for the costs associated with specialized language services and will be invoiced in accordance with Section 3.2.

2.15 SANTA CRUZ 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.

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

2.17 SANTA CRUZ shall be responsible for payment of any offsite health services for SANTA CRUZ 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. SANTA CRUZ must make arrangements with offsite service providers for payment, as PIMA will not accept or pay invoices on behalf of SANTA CRUZ. SANTA CRUZ 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 SANTA CRUZ a copy of the outlier medications list as it may change from time to time.

2.18 In the event a SANTA CRUZ 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 SANTA CRUZ by PIMA, to allow SANTA CRUZ to make arrangements to either transport the detainee to a SANTA CRUZ provider or to

send SANTA CRUZ 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.

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

2.20 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 SANTA CRUZ Superior Court, custody, medical and mental healthcare provider liaisons.

2.21 Neither the acceptance of the detainee into PIMA's RTC Program nor the acceptance of payment for services from SANTA CRUZ 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 December 1, 2020 to November 30, 2025 SANTA CRUZ 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, SANTA CRUZ reserves the right to accept such rate or terminate this Agreement.

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

3.3 PIMA will submit to SANTA CRUZ an invoice, for each detainee upon discharge from the RTC program for exceptional onsite services including interpreter services as indicated in Paragraph 2.17 above, for outlier medications as indicated in Paragraph 2.20 above, and for any offsite security in excess of the limits specified in Paragraph 2.21 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 SANTA CRUZ 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 SANTA CRUZ within thirty (30) days of receipt.

3.4 If SANTA CRUZ 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, SANTA CRUZ will pay to PIMA four hundred dollars (\$400) per hour for such psychiatrist services rendered, including travel time. PIMA will submit to SANTA CRUZ a separate invoice for said services, and such invoice will be paid by SANTA CRUZ within thirty (30) days of receipt.

3.5 SANTA CRUZ shall notify PIMA in writing of any contested charges within thirty (30) days after receipt of invoice. In such a case, SANTA CRUZ 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 SANTA CRUZ shall pay fully for services rendered within 45 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, SANTA CRUZ will attach documentation detailing the specific charges that are being paid. SANTA CRUZ will attach documentation to each check submitted to PIMA indicating the dates and detainees for which the check is to be applied.

3.7 SANTA CRUZ will pay community providers directly for all health services provided outside PCADC as indicated in 2.20.

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

3.9 Upon request, PIMA will provide to SANTA CRUZ a statement showing all RTC program-related transactions for SANTA CRUZ 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 SANTA CRUZ for any reason requests that PIMA hold at PCADC a SANTA CRUZ detainee after the detainee's discharge from the RTC program (defined as a PIMA forensic psychologist's submission of a FINAL report), SANTA CRUZ 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 SANTA CRUZ takes the detainee back into SANTA CRUZ's physical custody. Such charges will be billed separately on an actual cost basis.

3.11 As referenced in 2.19 herein, if PIMA, in consultation with SANTA CRUZ, initiates involuntary commitment proceedings for a SANTA CRUZ detainee while in PIMA's RTC Program, SANTA CRUZ 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

Contractor will procure and maintain, at its own expense, insurance policies (the "Required

Insurance") satisfying the below requirements (the "Insurance Requirements") until all its obligations under this Contract have been met. The below Insurance Requirements are minimum requirements for this Contract and in no way limit Contractor's indemnity obligations under this Contract. PIMA in no way warrants that the required insurance is sufficient to protect the Contractor for liabilities that may arise from or relate to this Contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

6.1. Insurance Coverages and Limits: Contractor will procure and maintain, until all its obligations have been discharged, coverage with limits of liability not less than those stated below. Coverage must be placed with insurers acceptable to PIMA with A.M. Best rating of not less than A-VII, unless otherwise approved by PIMA.

6.1.1. Commercial General Liability (CGL) – Occurrence Form with limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include coverage for liability arising from premises, operations, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations. Any standard coverages excluded from the CGL policy, such as products/completed operations, etc. shall be covered by endorsement or separate policy and documented on the Certificates of Insurance.

6.1.2. Business Automobile Liability – Coverage for bodily injury and property damage on any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Contract with minimum limits not less than \$1,000,000 Each Accident.

6.1.3. Workers' Compensation and Employers' Liability – Statutory coverage for Workers' Compensation. Workers' Compensation statutory coverage is compulsory for employers of one or more employees. Employers Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each Employee.

6.1.4. Professional Liability (E & O) Insurance – This insurance is required for work from professionals whose coverage is excluded from the above CGL policy. The policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The Insurance shall cover professional misconduct or negligent acts of anyone performing any services under this contract.

6.2. Additional Coverage Requirements:

6.2.1. Claims Made Coverage: If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

6.2.2. Additional Insured Endorsement: The General Liability, Business Automobile Liability and Technology E&O Policies shall each be endorsed to include PIMA, its departments, districts, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

6.2.3. Subrogation Endorsement: The General Liability, Business Automobile Liability, Workers' Compensation and Technology E&O Policies shall each contain a waiver of subrogation endorsement in favor of PIMA, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

6.2.4. Primary Insurance Endorsement: The Required Insurance policies must stipulate that they

are primary and that any insurance carried by PIMA, or its agents, officials, or employees, is excess and not contributory insurance.

6.2.5. The Required Insurance policies may not obligate PIMA to pay any portion of Contractor's deductible or Self Insurance Retention (SIR).

6.2.6. Subcontractors: Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so. Contractor must furnish, if requested by PIMA, appropriate insurance certificates for each subcontractor. Contractor must obtain PIMA'S approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

6.3. Notice of Cancellation: Contractor must notify PIMA, within two (2) business days of Contractor's receipt of notice from an insurer, if any Required Insurance policy is suspended, voided, or cancelled for any reason. Notice must include the PIMA project or contract number and project description.

6.4. Verification of Coverage:

6.4.1. Contractor must furnish PIMA with a certificate of insurance (valid ACORD form or equivalent approved by PIMA) for each Required Insurance policy, which must specify that the policy has all the required endorsements, and must include the PIMA project or contract number and project description. Each certificate must be signed by an authorized representative of the insurer.

6.4.2. PIMA may at any time require Contractor to provide a complete copy of any Required Insurance policy or endorsement. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.

6.4.3. Contractor must provide the certificates to PIMA before work commences. Each Required Insurance policy must be in effect at least 10 days before work under this Contract commences. Contractor must provide PIMA a renewal certificate not less than 15 days prior to a Required Insurance policy's expiration date. Failure to maintain the Required Insurance policies, or to provide evidence of renewal, is a material breach of this Contract.

6.4.4. All insurance certificates must be sent directly to the appropriate PIMA Department.

6.5. Approval and Modifications: The Pima County Risk Manager may modify the Insurance Requirements at any point during the Term of this Contract. This can be done administratively, with written notice from the Risk Manager and does not require a formal Contract amendment. Neither PIMA'S failure to obtain a required insurance certificate or endorsement, PIMA'S failure to object to a non-complying insurance certificate or endorsement, nor PIMA'S receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

7. Indemnification

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless PIMA and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses

(including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.

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 SANTA CRUZ 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 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 the PIMA or SANTA CRUZ 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:

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 RTC Team:

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

SANTA CRUZ:

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

Points of Contact for Santa Cruz County:

Anna Jimenez
Deputy Court Administrator
520-375-7740
ajimenez@courts.az.gov

Tivo Romero
Court Administrator
520-375-7740
promero@courts.az.gov

18. 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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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 SANTA CRUZ 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 SANTA CRUZ Superior Court has caused this Intergovernmental Agreement to be executed by its presiding judge:

PIMA COUNTY:

Chairman, Board of Supervisors

ATTEST:

Clerk of the Board

SANTA CRUZ SUPERIOR COURT:

Presiding Judge

SANTA CRUZ:

Chairman, Board of Supervisors

ATTEST:

Clerk of the Board

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between PIMA and SANTA CRUZ 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

SANTA CRUZ:

Deputy County Attorney