



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: November 2, 2021

* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

Graham County

***Project Title/Description:**

Intergovernmental Agreement between Pima County, Graham County, and the Arizona Superior Court in Graham County for Restoration to Competency services.

***Purpose:**

This IGA sets forth terms and conditions for admission of Graham County's pre-trial detainees into Pima County's Restoration to Competency (RTC) program and provision of restoration services to Graham 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 directed by a forensically certified provider. This provider creates a restoration plan and works with the restoration team to determine what type of restoration services the defendant will receive. After administering services the 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 Graham 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.

10/26/21 10:42 AM
m

TO: COB 10-26-21 (1)
Vers: 1
pgs: 15
ADDENDUM

Procure Dept 10/25/21 PM0421

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): 22-011
Commencement Date: 11/2/2021 Termination Date: 10/31/2026 Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount \$ _____ * ☒ Revenue Amount: \$ 390,000.00

*Funding Source(s) required: _____

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: x47515

Department Director Signature: _____

Date: 10-19-2021

Deputy County Administrator Signature: _____

Date: 10/21/21

County Administrator Signature: _____

Date: 10/21/21

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

Pima County Contract Number: CTN-BH-22-011

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

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 GRAHAM's pre-trial detainees into PIMA's Restoration to Competency Program ("RTC Program") and the provision of restoration services to GRAHAM'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 Graham County 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 GRAHAM's pre-trial detainees after the detainee has been determined by the Arizona Superior Court in Graham County 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. GRAHAM 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 GRAHAM.

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 GRAHAM 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 GRAHAM and PCADC custody staff to arrange for GRAHAM to deliver the detainee to PCADC. PIMA will house the GRAHAM detainee based upon classification criteria established by PCADC and will provide for the onsite supervision, care and maintenance of GRAHAM 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 GRAHAM) 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 Courts in Graham County about whether forced medications are indicated. Arizona Superior Court in Graham County will then

determine whether a Sell hearing must occur and will notify PIMA RTC as to the need for testimony from the PCADC medical services provider/RTC psychiatrist. If the Arizona Superior Court in Graham 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. Their 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 GRAHAM 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 PhD must appear in person for any court proceeding, GRAHAM 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 GRAHAM or the Arizona Superior Court in Graham County decides, for any reason, to drop the charges against a PIMA RTC detainee, GRAHAM will notify PIMA and will have the detainee transported back to GRAHAM prior to a hearing to drop charges or release of the detainee from PIMA RTC Program. GRAHAM will still be billed for restoration services. The Arizona Superior Court in Graham County will not order detainees to be released from the PCADC prior to their transportation back to GRAHAM. In the event the Arizona Superior Court in Graham County orders the release of a detainee from the PCADC prior to their transportation back to GRAHAM, this is grounds for immediate termination of the IGA.

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

2.12 Arizona Superior Court in Graham 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.

2.13 The PIMA RTC Program will request that GRAHAM 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 Graham County issue an order compelling the release of necessary records. Arizona Superior Court in Graham County 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. GRAHAM is responsible to reimburse PIMA RTC for the costs associated with specialized language services and will be invoiced in accordance with Paragraph 3.3.

2.15 GRAHAM 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 GRAHAM, initiates involuntary commitment proceedings for a GRAHAM detainee while in PIMA's RTC Program, GRAHAM will reimburse to PIMA the costs associated with the proceedings as indicated in Paragraph 3.11.

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

2.18 In the event a GRAHAM 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 GRAHAM by PIMA, to allow GRAHAM to make

arrangements to either transport the detainee to a GRAHAM provider or to send GRAHAM 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 Arizona Superior Court in GRAHAM County, shall be GRAHAM'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 Arizona Superior Court in Graham County 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 GRAHAM 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 November 2, 2021 to October 31, 2026 GRAHAM 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, GRAHAM reserves the right to accept such rate or terminate this Agreement.

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

3.3 PIMA will submit to GRAHAM an invoice, for each detainee upon discharge from the RTC program for exceptional onsite services including interpreter services as indicated in Paragraph 2.14 above, for outlier medications as indicated in Paragraph 2.17 above, and for any offsite security in excess of the limits specified in Paragraph 2.18 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 GRAHAM 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 GRAHAM within thirty (30) days of receipt.

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

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

3.7 GRAHAM will pay community providers directly for all health services provided outside PCADC as indicated in 2.17.

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

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

3.11 As referenced in 2.16 herein, if PIMA, in consultation with GRAHAM, initiates involuntary commitment proceedings for a GRAHAM detainee while in PIMA's RTC Program, GRAHAM 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: GRAHAM 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 IGA have been met. The below Insurance Requirements are minimum requirements for this IGA and in no way limit GRAHAM's indemnity obligations under this IGA. PIMA in no way warrants that the required insurance is sufficient to protect the GRAHAM for liabilities that may arise from or relate to this IGA. If necessary, GRAHAM may obtain commercial

umbrella or excess insurance to satisfy the Insurance Requirements.

6.1. Insurance Coverages and Limits: GRAHAM 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 IGA 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 IGA.

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 IGA and GRAHAM must maintain such coverage for a period of not less than three (3) years following IGA 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 GRAHAM.

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 GRAHAM.

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 GRAHAM's deductible or Self Insurance Retention (SIR).

6.2.6. Subcontractors: GRAHAM 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, GRAHAM must furnish, if requested by PIMA, appropriate insurance certificates for each subcontractor. GRAHAM must obtain PIMA'S approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

6.3. Notice of Cancellation: GRAHAM must notify PIMA, within two (2) business days of GRAHAM'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. GRAHAM 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 GRAHAM 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. GRAHAM 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 IGA commences. GRAHAM 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 IGA.

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 IGA. 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 GRAHAM, 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, GRAHAM 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 GRAHAM or any

of GRAHAM'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 GRAHAM 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 GRAHAM from and against any and all Claims. GRAHAM 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 IGA.

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 GRAHAM 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 GRAHAM 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 PIMA RTC Team:

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

GRAHAM:

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 GRAHAM:

Joshua Halversen
Court Administrator
JHalvers@courts.az.gov

Dustin Welker
County Manager
DWelker@graham.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.

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 GRAHAM 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 Graham County has caused this Intergovernmental Agreement to be executed by its presiding judge:

PIMA COUNTY:

Chair, Board of Supervisors

ATTEST:

Clerk of the Board

Arizona Superior Court in Graham County:

Presiding Judge

GRAHAM COUNTY:

Chair, Board of Supervisors

ATTEST:

Clerk of the Board

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between PIMA and GRAHAM 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

GRAHAM COUNTY:

Deputy County Attorney

Exhibit A (4 Pages)
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: <input type="checkbox"/> None

Current Jail Information

Is defendant housed with others? <input type="checkbox"/> Yes <input type="checkbox"/> 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

Documents If Available (may be sent post acceptance)

- 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