

**Intergovernmental Agreement
between
Pima County and Cochise County
for
Cochise County Title 36 Cases**

Pima County Contract Number: CTN-PDS-22*188

This Intergovernmental Agreement (“**IGA**”) is entered into by and between Pima County, a body politic and corporate of the State of Arizona (“**County**”), on behalf of Pima County Mental Health Defender’s Office (**MHD**), and Cochise County Legal Defender’s Office, (“**CCLD**”) pursuant to A.R.S. § 11-952.

1. Background.

- 1.1. Pima County (PC) and Cochise County (CC) 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.
- 1.2. CC is statutorily obligated to provide legal representation to people involuntarily hospitalized in Title 36 cases pursuant to A.R.S. § 36-500 et seq. This representation includes people subject to Court-Ordered Evaluations (“**COEs**”) and Court-Ordered Treatment (“**COT**”).
- 1.3. Due to the Cochise County hospital closing its behavioral health unit, Cochise County is now transporting proposed patients subject to COE to Pima County hospitals for COE and COT hearings.
- 1.4. CC is now in need of attorneys in PC to represent proposed patients involuntarily hospitalized in PC hospitals due to the Title 36 process, A.R.S. 36-500 et seq.

2. Purpose. PC and CC propose that MHD fulfill the obligations of CCLD to represent proposed patients involuntarily hospitalized in PC hospitals due to CC initiating the Title 36 process in CC and transporting patients to PC for COE and/or COT hearings.

2.1. Pima County MHD Responsibilities. MHD will:

- 2.1.1. Fulfill statutorily mandated duties of CCLD while proposed patients are in Pima County and are subject to CC COEs. These duties include but are not limited to: advising clients of their rights pending evaluation, representing clients for challenges to involuntarily hospitalization, hiring independent evaluators, and providing legal representation to CCLD clients at CC COT hearings.
- 2.1.2. Provide representation for the limited time of CC proposed patients’ hospitalization including COE days, through the COT hearing. Upon completion of the COT hearing after which MHD’s representation will be terminated and CCLD will resume representation of the CC patients and MHD will electronically send patient files to CCLD.

- 2.1.3. Provide one attorney at each Pima County hospital to be present with CCLD clients for **telephonic** hearings with the Cochise County Superior Court.
- 2.1.4. Will require CC hearings to provided two psychiatric evaluations and at least one psychiatrist will be required to testify at all COT hearings. MHD will stipulate to allowing admission of the second evaluation in lieu of testimony unless notice is given prior to hearing that the patient is exercising the patient's right to have both doctors testify pursuant to A.R.S. 36-500, et seq.
- 2.1.5. Will stipulate to telephonic testimony of two acquaintance witnesses required by A.R.S. 36-539 for all CC patients.
- 2.1.6. Will file and represent CC clients on any appeal. This will be considered a new case and additional payment will apply.

2.2. Cochise County Responsibilities. CC will:

- 2.2.1. Via the County Attorney's office, will ensure that MHD is timely provided with the new client/new case information by sending documents via a secure email to Title36@pima.gov.
 - 2.2.2. Ensure that Pima County hospital court coordinators are provided with all contact information for Cochise County Superior Court, to ensure that parties can work with court calendaring to schedule hearings similar to how PC courts run their MH calendars.
 - 2.2.3. Ensure that the Cochise County Superior Court has the appropriate technology needed for telephonic or video appearances in place at participating PC hospitals.
 - 2.2.4. CC will pay all reasonable fees associated with independent evaluations requested by proposed patients pursuant to A.R.S. 36-505 in PC hospitals.
 - 2.2.5. CCLD will file additional pleadings on behalf of MHD. Copies will be provided to CCLD via email and a filed stamped copy will be emailed back to MHD.
3. **Financing. The total estimated revenue for the one-year term is \$37,454.00** CC will reimburse PC \$146 per case. CC will reimburse payment for Independent evaluations. If a doctor's independent evaluation is needed for a contested hearing, CC will reimburse PC \$150 for any additional evaluation reports and \$100 should the doctor need to testify. CC will reimburse PC at a rate of \$146 for any appeal.
- 4- **Term.** This IGA will be effective on the date it is fully executed by both parties. The term of this agreement is 7/05/2022-7/04/2023.
5. **Disposal of Property.** Upon the termination of this IGA, all property involved will revert to the owner. 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.** Indemnification is mutual. Both CC and PC will indemnify, defend, and hold harmless the other party, its officers, departments, employees and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands, or damages of any kind or nature which result from any act or omission, its agents, employees or anyone acting under its direction, control or on its behalf except to the extent caused by either party's own negligence.
7. **Insurance.** Each party warrants that it is self-insured or otherwise maintains adequate insurance to fully cover its liability under this IGA. CC will include any electronic devices in its inventory of property covered by its insurance.
8. **Compliance with Laws.** The parties will comply with all applicable 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 comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this IGA, including flow-down of all provisions and requirements to any subcontractors. During the term of this IGA, 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.
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. **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.
12. **Non-Appropriation.** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pima County Board of Supervisors or the Cochise County Board of Supervisors 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.
13. **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.
14. **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.
15. **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.

16. **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):

Pima County:

Dean Brault, Public Defense Services
Director
33 N. Stone Ave. Suite 1800
Tucson, AZ 85701

Cochise County:

Richard G. Karwaczka
County Administrator
Cochise County Board of Supervisors
1415 Melody Lane, Building G
Bisbee, AZ 85603

17. **Amendment.** This IGA may only be modified, amended, altered or changed by written agreement signed by the parties.
18. **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.
19. **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
20. **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.

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PIMA COUNTY

Sharon Blanson

Chair
Board of Supervisors

COCHISE COUNTY

Chairman

JUL 05 2022

Date

Date

ATTEST

Melissa Maris

Clerk of the Board

ATTEST

Clerk of the Board

Approval

The foregoing Intergovernmental Agreement between Pima County and Cochise County has been reviewed by the undersigned and is hereby approved as to content.

Dean Brault

Dean Brault, Director Public Defense Services

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between Pima County and Cochise County 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:

COCHISE COUNTY

Tiffany Jones

Deputy County Attorney

Deputy County Attorney



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: July 5, 2022

* = Mandatory, information must be provided

or Procurement Director Award:

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

Cochise County Government

***Project Title/Description:**

Intergovernmental Agreement between Pima County Mental Health Defender's Office and Cochise County for attorney coverage of Cochise County Title 36 (COE & COT) Hearings. Project Title: Intergovernmental Agreement between Pima County and Cochise County for Cochise County Title 36 Cases

***Purpose:**

This IGA sets forth terms and conditions for PC MHD to cover COE & COT hearings for CC patients being held in Pima County hospitals.

***Procurement Method:**

This IGS is a non-procurement contract and not subject to Procurement rules

***Program Goals/Predicted Outcomes:**

PC MHD and CC propose that PC MHD fulfill the obligations of CC to represent proposed patients involuntarily hospitalized in PC hospitals due to CC initiating the Title 36 process in CC and transporting patients to PC for COE and/or COT hearings.

***Public Benefit:**

This IGA will provide a cost-effective way for CC to have proposed patients represented as mandated by statute while saving CC attorneys the time and cost of travel to PC for each hearing and at the same time will generate revenue for Pima County.

***Metrics Available to Measure Performance:**

PC MHD will share the case file with CC Legal Defender's Office when the cases transfers back to CC. An invoice will be sent to CC to secure payment for services rendered.

***Retroactive:**

No.

JUN 21 2 22 PM '22

TO: COB 6-22-22 (1)

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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: PDS Contract Number (i.e., 15-123): CTN-PDS-22*188
Commencement Date: 7/05/2022 Termination Date: 7/04/2023 Prior Contract Number (Synergen/CMS):
Expense Amount \$ Revenue Amount: \$ 337,454.00

*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: Dean Brault
Department: Pima County Public Defense Services Telephone: 520-724-5736

Department Director Signature: Date: 6/10/2022
Deputy County Administrator Signature: Date:
County Administrator Signature: Date: 6/11/2022