INTERGOVERNMENTAL AGREEMENT
RESTORATION TO COMPETENCY SERVICES

This Intergovernmental Agreement (IGA) is entered into by and between Yavapai County, ("Provider") and Pinal County ("Client"), bodies politic and corporate of the State of Arizona, pursuant to A.R.S. § 11-952.

Recitals

A. Whereas, either Party may create a designated county restoration to competency treatment program ("RTC Program") pursuant to Arizona Revised Statutes ("A.R.S.") Title 13, Chapter 21 including A.R.S. § 13-4512(A); and only Provider has created such an RTC Program; and

B. Whereas, the Parties may contract for services, jointly exercise common powers, and enter into agreements with one another for joint cooperative action pursuant to A.R.S. § 11-951, et seq.; and

C. Whereas, the Parties desire to enter into an agreement using Provider's RTC program for the provision of restoration to competency services for Client's pre-trial Inmates ("Inmate") as ordered by the Superior Court located in Client's county; and

D. Whereas, the Parties acknowledge that the Client's Inmates will remain under the jurisdiction of the Superior Court located in Client's county during the period of services provided pursuant to this Agreement; and

E. Whereas, during the period of the provision of RTC Program services, the criminal prosecution of the Inmate(s) will continue to be conducted by a prosecutor from Client's County and fees and costs of indigent counsel, if any, for the Inmate(s), shall be paid by Client.

NOW, THEREFORE, the Parties, pursuant to the above, and in consideration of the terms and conditions 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 Client's Inmates into Provider's RTC Program and provision of restoration services to Client's Inmates in the Provider's adult jail facility.

2. **Scope.** Provider will receive and detain Client's Inmates when the Superior Court in Client's county determines the Inmate is not competent to stand trial pursuant to Rule 11, Arizona Rules of Criminal Procedure and A.R.S. Title 13, Chapter 41, and who are medically and administratively fit for detention by Provider, for the purpose of admitting the Inmates into Provider's RTC Program and providing the restoration to competency services.

Client shall e-mail SheriffDetentionRTC@yavapaiaz.gov to inform the RTC team of Client's need for placement of an Inmate in Provider's RTC Program. A member of the RTC team will promptly reply to sender with a letter indicating what information Provider requires to determine whether Client's Inmate may be accepted into Provider's RTC Program. If the RTC Program has no available bed space upon receipt of the initial e-mail from Client, the Client will be advised immediately and will be given an estimated date of bed space availability. The information requested by Provider will constitute the "Request Package."

Provider will determine whether to accept the Inmate within three (3) business days after Provider receives the complete Request Package. Provider reserves the right to refuse to accept a Client's Inmate or return an accepted Inmate for any reason. If the Inmate is accepted, Client shall deliver the Inmate to the Provider's adult jail facility at a time specified by Provider. Provider will house the Client's Inmate based upon classification criteria established by the Provider's adult jail facility and will provide for the onsite care, supervision, feeding and medical care, behavioral health and dental care of Client's Inmates except as otherwise provided in this IGA. A court order from the Superior Court located in Client County is required for admission of an Inmate to the Provider's RTC Program. The Court order committing an Inmate into the Provider's RTC Program must include authorization to administer medications to the Inmate involuntarily. The Provider's RTC Program will begin the intake process after receiving the Inmate and all necessary paperwork.

The Provider's RTC Program staff shall provide Client's Court with status reports on the Inmate's progress every sixty (60) days from the date of the Inmate's admission into the Provider's RTC Program. The date of admission shall be the last date that all of the following actions are completed:

1) Acceptance by the Provider's RTC Program;

2) Receipt by the Provider's RTC Program staff of the completed court order and other Rule 11 or restoration to competency related paperwork: and

3) Physical transfer of the Inmate to the Provider's adult jail facility.

It is the intention of the Parties that the Inmate will remain at the Provider's adult jail facility until the Provider is prepared to make a recommendation regarding competency unless one of the following occurs.

1. Provider determines that the Inmate requires an intensive inpatient restoration setting, in which case the Provider's RTC Program staff shall so notify the Client in order to allow the Client to seek issuance of an order by the Superior Court in and for the Client's county for transfer of the Inmate to Arizona State Hospital (ASH) or other appropriate facility.

2. The Client directs transfer of the Client's Inmate to the Client's custody pursuant to limitations imposed by law with respect to competency or charges, or other appropriate reason.

3. The Provider otherwise determines that the Inmate is no longer appropriate for housing at the Provider's adult jail facility. Client and Provider agree to exchange such documentation as is required by RTC Program staff or the Superior Court in as expedient a fashion as reasonably possible.

Provider will provide non-English speaking Inmates with appropriate interpretation services as part of the daily rate for RTC Program services.

The Client shall, whenever indicated, initiate court-ordered treatment proceedings under A.RS. Title 36, Chapter 5 prior to transfer of an Inmate to Provider. If either Client or Provider determine that court-ordered treatment proceedings are necessary or desirable during the Inmate's admission into the Provider's RTC Program, the Client will initiate such proceedings in the Client's county. Client shall be responsible for the costs of evaluation and court proceedings associated with such proceedings, as well as provision of mental health treatment services that may be ordered by the court. Client shall ensure that all treatment plans for the Inmate names Provider's RTC physicians as providers and shall deliver a copy of the treatment plan to Provider's RTC Program Director.

Client shall be separately responsible for paying any offsite health services for Client Inmates housed at the Provider's adult jail facility. Offsite health services include hospital inpatient or outpatient treatment or surgeries, specialty physician consults, or diagnostic services that Provider's adult jail facility does not provide onsite for its Inmates. Client shall also be responsible for paying any expenses related to exceptional medical care including, but not limited to, "non-formulary medications" as defined by the Provider's health care vendor contract.

When the Provider learns that a Client's Inmate requires or has received offsite health services, Provider shall promptly notify offsite health providers and Client and confirm that such services are the financial responsibility of Client. If Client's Inmate must be transported offsite to receive health services in an inpatient setting, Provider shall provide transportation and security for the Inmate for a maximum period of twenty-four hours. Client shall arrange either to transport the Inmate back to a health care provider in Client's county or to send officers to relieve Provider's officers at the offsite healthcare facility. Client must pay community providers directly for all health services provided outside the Provider's adult jail facility.

Transportation of Inmates to any Court or any other location, as ordered by the Superior Court or at the request of the Client shall be Client's responsibility.

Client shall specify a single point of contact for Client for all inquiries. Provider shall specify a single point of contact for RTC Program service coordination and a separate single point of contact for billing and finance inquiries.

3. **Financing.** For each Inmate admitted to the RTC Program Client will pay Provider $400.00 for the initial day and $300.00 per day thereafter for Inmate housing, routine onsite healthcare services and costs of RTC Program services. Provider shall bill Client separately for exceptional onsite healthcare services including Non-Formulary Medications as defined in Provider's healthcare vendor contract A "billing day" includes any part of a day that a Client's Inmate is physically incarcerated in Provider's adult jail facility or under control of personnel employed by Provider's adult jail facility. Neither the acceptance of the Inmate into the RTC Program nor the acceptance of per diem payments is a guarantee of restoration to competency for any specific Inmate.

The RTC per diem rate in the previous paragraph shall remain in effect until June 30, 2025. Effective July 1, 2025, Client will pay Provider at the specified rates, or other rates as may be agreed upon by the parties and contained in a subsequent amendment to this agreement for Inmate housing, routine onsite healthcare services and costs of restoration to competency services.

Client shall reimburse Provider at the hourly rate of $30.00 per corrections officer hour and $0.55 per mile for van transport for transporting a Client Inmate outside the Provider's adult jail facility. A minimum of two (2) corrections officers will accompany the Client Inmate per Provider policy. If Provider must post a corrections officer or Sheriff's Deputy at an off-site healthcare facility or other location to secure Client's Inmate, Client shall reimburse Provider at the hourly rate of $30.00 per hour.

If the Superior Court requires Provider's RTC Program staff to make a physical court appearance in Client's County, Client shall reimburse Provider at the daily rate of $900.00 for per diem, time and travel costs for the Provider's RTC Staff. Should Provider RTC staff be required to remain in Client's county overnight, Client will reimburse actual lodging expenses plus **$750.00** per each additional day.

If the Superior Court requires Provider's RTC staff to appear in court via video, Client shall reimburse Provider at the hourly rate of $85.00 for court appearance time and court standby time. Client is responsible for procuring the tele-video equipment that is compatible with that utilized by Provider's RTC Program and for any costs required for operation of the tele-video equipment.

If Provider's RTC Program or staff required legal counsel related to provision of service to Client Inmates, Client shall reimburse Provider 100% of billed charges for the Provider's RTC contracted legal service.

Criteria and Rules Governing Billing:

For purposes of this IGA a "billable day" will be that period commencing at 0000 hours and ending at 2359 hours that same day, or any fractional part thereof, of any day the Client Inmate is in the custody or control of Provider's adult jail facility or personnel. Client shall pay Provider for a full billable day if an Inmate is under the custody of the Provider's adult jail facility or Provider's adult jail facility personnel at any time during a billable day. The costs of housing a Client Inmate shall commence on the billable day the Inmate was booked into the Provider's adult jail facility and shall end on the billable day Provider advises Client that the Inmate has been discharged from the RTC Program.

In the event a Client Inmate escapes, billing charges will cease to accrue after 2359 hours of the day of escape. Billing charges will begin again on the day Provider's adult jail facility personnel regain custody of the Inmate.

At the end of each month after admission of a Client Inmate into the RTC Program, Provider will submit to Client a statement of charges. This statement shall provide the following information: name of Inmate, booking date, RTC Program discharge date, billing period, daily rates, total billing days, other fees and the total bill. Upon request, Provider shall provide Client documentary support to verify the billing amounts.

Client shall notify Provider in writing of any contested charges within 30 days following receipt of a monthly billing. If Client notifies Provider of a dispute within 30 days of receipt of the monthly billing, Client may withhold payment on the disputed billing of a specific Inmate until the dispute has been resolved. Unless Provider receives a timely notice of dispute, the billed charges are deemed accepted and will be paid within sixty (60) days after Client's receipt on the monthly billing. In the event of a disputed charge, the Parties shall meet and resolve the dispute within 45 days of the notice contesting the charge. Excluding contested charges, all charges shall be paid within sixty (60) days of receipt of a monthly billing. Contested charges shall be paid within thirty (30) days of resolution of the dispute. A mutually acceptable third party may arbitrate charges remaining unresolved after the 60-day period.

Client shall pay interest on outstanding charges beginning on the 10th day after resolution of the billing at a rate of 10% per annum until paid. Upon paying a previously disputed charge, Client will attach a statement detailing the specific charges paid. Client will attach statements to each check submitted to County indicating the billings the check pays.

4. **Term.** The initial term of this IGA shall be effective as of the last date signed below and shall continue in effect until June 30, 2028. Thereafter the Parties may renew the agreement for up to three (3) five-year periods. The agreement and all renewal periods shall terminate on June 30, 2043.

5. **Disposal of Property.** The purpose of this agreement does not contemplate the acquisition of property by either party. However, upon the termination of this IGA, all tangible non-money property acquired shall be returned to the Party that originally

provided such property. Termination shall not relieve any party from liabilities or costs incurred under this IGA, nor affect any ownership of property pursuant to this IGA.

6. **Indemnification.** Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims') arising out of bodily injury to any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, employees, or volunteers. Client acknowledges that independent contractors provide health care services at Provider's adult jail facility.

7. **Insurance.** Each party shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:

   a) Commercial General Liability of at least One Million Dollars ($1,000,000) per occurrence/Two Million Dollars ($2,000,000) aggregate.

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

   c) Professional liability insurance of $1,000,000.00 from all parties and their subcontractors providing professional health care services under this IGA.

   d) Workers' compensation coverage including employees' liability coverage required by law.

   The Parties shall provide thirty (30) days written notice to all parties to this IGA of cancellation, non-renewal or material change of coverage.

   The above requirements 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 minimal coverage levels set forth in this article. Parties to this agreement shall provide thirty (30) days written notice to all other parties of cancellation, non-renewal or material change of coverage.

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 patties, the performance of this IGA and any disputes hereunder. Jurisdiction of any action brought under this agreement shall be in the Superior Court of Arizona with the venue in Provider's County.

9. **Non-Discrimination.** The parties shall not discriminate against any Provider or Client 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 applications of this IGA.

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 Provider's or Client's Board of Supervisors does not appropriate sufficient monies to maintain the purpose of 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. **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, shall 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 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.

16. **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.

17. **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 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 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):

Provider:
Yavapai County RTC
2830 N. Commonwealth Dr., Ste. 105
Camp Verde, AZ 86322

Client:
Court Administrator Todd Zweig
971 N Jason Lopez Circle
Florence, AZ 85132

With copies to:
Yavapai County Deputy Manager
1015 Fair Street, Room 310
Prescott, AZ 86305

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. Modification, amendment, alteration, extension or any other change in this IGA requires a written agreement specifically modifying this agreement, signed by both Parties.

20. **Termination.** Either party may terminate this agreement for any reason by giving the other party no less than sixty (60) days' notice in writing.

Yavapai County

Mary Mallory Date: 4.18.25

Mary Mallory, Chair
Yavapai County Board of Supervisors

ATTEST:

Jayme Rush, Clerk of the Board
Yavapai County Board of Supervisors

COUNTY:

_____ Date: _____

Stephen Q. Miller, Chairman
Pinal County Board of Supervisors

ATTEST:

_____

Natasha Kennedy, Clerk of the Board
Pinal County Board of Supervisors

Determination of Counsel

The foregoing Intergovernmental Agreement between Provider and Client 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.

PROVIDER:

_____

Deputy County Attorney

CLIENT:

_____

Deputy County Attorney