CONTRACT
NO. 01-65-A-141252-0708
AMENDMENT NO _____
This number must appear on all invoices, correspondence and documents pertaining to this contract.

INTERGOVERNMENTAL AGREEMENT
for the Provision of Mental Health Services
between PIMA COUNTY and
ARIZONA DEPARTMENT OF HEALTH SERVICES

This Intergovernmental Agreement ("Agreement") is between Pima County, a political subdivision of the State of Arizona ("COUNTY") and the Arizona Department of Health Services ("ADHS").

RECITALS

A. COUNTY, pursuant to A.R.S. § 11-297(A)(2), is mandated to annually renew an Intergovernmental Agreement in effect as of January 1, 2001, for behavioral and mental health care services in Pima County at the funding level set forth by law. Pursuant to A.R.S. §36-545.06, County shall ensure that the services of a screening agency and an evaluation agency are provided for purposes of Arizona Revised Statutes Title 36, Chapter 5.

B. ADHS and COUNTY may, pursuant to A.R.S. §36-545.07, enter into an agreement whereby COUNTY provides funds to ADHS for the provision of prepetition screenings, court-ordered evaluations and treatment of patients under the provisions of A.R.S. §36-524 in accordance with ADHS' comprehensive health plan.

C. ADHS, pursuant to A.R.S. § 36-3403 (B) (1), has the duty to administer unified mental health programs and, pursuant to A.R.S. § 36-3431 and 36-3433, to develop, implement, and budget for a comprehensive behavioral health service system for children.

D. ADHS has contracted with a non-profit corporation to serve as a Regional Behavioral Health Authority ("RBHA") to provide for the delivery of mental health services to residents and others in Pima County. Such services may be provided by a RBHA, ADHS or any other party with which ADHS contracts.

E. In an effort to ensure continuity of care to the population in need of behavioral health services, and in order to ensure that sufficient resources for this population continue to be available in the community, COUNTY has leased the facility located at 2800 E. Ajo Way in Tucson, Arizona, ("the Hospital") to University Physicians Healthcare, Incorporated.

F. The voters of Pima County approved the construction of a new psychiatric hospital and crisis recovery center which COUNTY is willing to lease to the operator of the Hospital and the RHBA respectively.

G. COUNTY and ADHS desire to maximize their combined available resources to provide quality care to the mentally ill citizens of Pima County and work in concert to ensure that delivery of care and treatment is efficient, convenient and provided in the least restrictive environment. The proper integration of the new psychiatric hospital and crisis recovery center into ADHS' comprehensive plan can substantially contribute to the efficiency and quality of care provided to the mentally ill.

H. COUNTY has the authority to enter into this Agreement pursuant to A.R.S. §§ 11-952, 11-251, 11-291, and 11-297(A)(2).

I. A.R.S. §§ 11-952, 36-104 and 36-545.07 authorize ADHS to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein, ADHS and COUNTY agree as follows:

ARTICLE 1

TERM

1.1 This Agreement shall become effective on July 1, 2008, and shall continue through June 30, 2009, unless further extended or sooner terminated pursuant to the provisions of this Agreement. The executed Agreement shall be filed with the Arizona Secretary of State. The Funding Provisions established herein are operative effective July 1, 2008.

ARTICLE 2

SCOPE OF SERVICES

2.1 ADHS shall provide for, either directly or through contract with the RBHA, the care and treatment of the Seriously Mentally Ill, and for Title XIX-eligible individuals of Pima County.

2.2 ADHS shall provide, either directly or through contract with the RBHA, all the pre-petition screening services required of the COUNTY under Title 36 of the Arizona Revised Statutes.

2.3 Notwithstanding the foregoing, ADHS shall not be responsible for mental health services to inmates and detainees in the Pima County Jail and other juvenile or adult correction or detention facility operated by or contracted with COUNTY.

2.4 To the extent obligated by law, COUNTY shall retain financial responsibility for Court proceeding expenses for commitment actions brought under Title 36, including the costs of independent evaluators and the fees and costs for the attorneys for the prosecution, and the court-appointed defense attorneys. Nothing in this Agreement shall prohibit, preclude, or prevent COUNTY from seeking, pursuing and obtaining reimbursement from other party payers to recover the cost of the services of behavioral health professionals and/or the costs of hospitalization that may be incurred as a result of the civil commitment process.

2.5 ADHS shall, directly or through contract with RBHA, develop, implement and manage in COUNTY a comprehensive, community-based system of mental health care. All mental health services

provided by ADHS pursuant to this agreement, either directly or by contract with the RBHA, shall be rendered in accordance with applicable law and community professional and ethical standards.

2.6 In an ongoing mutual effort to address identified needs and issues within the publicly funded behavioral health system, the parties agree to meet on a monthly basis to discuss and resolve, in a manner consistent with ADHS' comprehensive plan, issues identified by the parties. Any proposed solutions shall be mutually acceptable and result in greater accessibility, availability, coordination and delivery of behavioral health services to COUNTY's residents.

2.7 With regard to the Hospital, ADHS will encourage the RBHA to enter into a subcontract with the facility for utilization, by the RBHA and its network of at-risk providers, of behavioral health services provided that such services are available and the rates and the quality of care are comparable to similar facilities in the community.

ARTICLE 3

FUNDING

The amount of funding for the term of this Agreement shall not exceed THREE MILLION, SIXTY-FOUR THOUSAND, NINE HUNDRED THIRTY-SIX DOLLARS ($3,064,936), as indicated herein:

3.1 COUNTY shall pay to ADHS the following: TWO MILLION, NINE HUNDRED SIXTY-FOUR THOUSAND, NINE HUNDRED THIRTY-SIX DOLLARS ($2,964,936) for the period of July 1, 2008 through June 30, 2009. Payment shall be made in twelve equal monthly payments of TWO HUNDRED FORTY-SEVEN THOUSAND, SEVENTY-EIGHT DOLLARS ($247,078), and shall be made on or before the fifteenth day of each calendar month during the term of this Agreement.

3.2 In addition to the payment indicated in Paragraph 3.1, COUNTY shall pay ADHS the following: ONE HUNDRED THOUSAND DOLLARS ($100,000) for the period of July 1, 2008 through June 30, 2009, for the provision of all Title 36 pre-petition screening services as referenced in Paragraph 2.2. Payment shall be made in twelve equal monthly installments of EIGHT THOUSAND THREE HUNDRED THIRTY-THREE DOLLARS AND THIRTY-THREE CENTS ($8,333.33) and shall be made on or before the fifteenth day of each calendar month during the term of this Agreement.

3.3 ADHS agrees that it will not seek any compensation from COUNTY other than the compensation set forth in this Article.

ARTICLE 4

INSURANCE

4.1 The parties acknowledge that ADHS and COUNTY are self-insured pursuant to statutory authority. The parties agree that the general liability coverage and the professional liability coverage afforded by these self-insurance programs are sufficient to meet the purpose of this Agreement.

4.2 ADHS shall require the Pima County RBHA, during the entire term of this Agreement, to maintain commercial general liability, automobile liability, workmen's compensation and professional liability insurance coverage in amounts satisfactory to the Arizona Department of Administration, Risk

Management. ADHS shall require the Pima County RBHA to name the COUNTY as an additional insured with respect to liability arising out of the activities performed by or on behalf of the Pima County RBHA.

ARTICLE 5

INDEMNIFICATION

5.1 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 of 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, agents, employees, or volunteers.

ARTICLE 6

TERMINATION

6.1 This Agreement may be terminated as may be provided by law.

ARTICLE 7

NOTICES

7.1 Any notice required or permitted to be given under this Agreement shall be in writing and shall be served by delivery or by certified mail upon the other party as follows:

7.1.1 Notices to ADHS shall be addressed and mailed as follows:

Director
Arizona Department of Health Services
150 N. 18th Avenue
Phoenix, Arizona 85007

With copies to:

Deputy Director
Division of Behavioral Health Services
150 N. 18th Ave., Ste. 200
Phoenix, Arizona 85007

Assistant Attorney General
Attorney General's Office
1275 West Washington
Phoenix, Arizona 85007

7.1.2 Notices to COUNTY shall be addressed and mailed as follows:

Pima County Administrator C.H. Huckelberry
130 W. Congress, 10th Floor
Tucson, Arizona 85701

With copies to:

Pima County Deputy Administrator Dennis Douglas
130 West Congress, 10th floor
Tucson, Arizona 85701

Pima County Attorney's Office
Civil Division
32 North Stone, 21st Floor
Tucson, Arizona 85701

Director
Pima County Institutional Health
3950 South Country Club, Suite 300
Tucson, Arizona 85714

ARTICLE 8

EXTENSIONS AND AMENDMENTS

8.1 This document contains the entire agreement of the parties. Any change, modification or extension of this Agreement must be in the form of a written amendment to this Agreement and signed by both parties.

8.2 This Agreement shall be extended as required by law for additional one-year periods by written amendment signed by both parties.

ARTICLE 9

NON-DISCRIMINATION and AMERICANS WITH DISABILITIES ACT

9.1 Both COUNTY and ADHS shall comply with title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1975 and the Federal Executive Order 11246, State Executive Order No.75-5, as amended by Executive Order No. 99-4, and A.R.S. § 41-1461 *et seq*. which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities. Both COUNTY and ADHS shall comply with Paragraph 503 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment advancement in employment of qualified persons because of physical or mental handicap. Both COUNTY and ADHS shall comply with Title VI of the Civil Rights Act of 1964, as amended, which prohibits the denial of benefits or participation in services pursuant to this Agreement on the basis or race, color, or national origin. Both COUNTY and ADHS shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap in delivering services pursuant to this Agreement and with the provision of the Americans With Disabilities Act of 1990.

ARTICLE 10

MISCELLANEOUS

10.1 The parties agree that all of the conditions set forth herein are material to the Agreement and a breach of any condition is a breach of the Agreement.

10.2 Each Article of this Agreement stands alone. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.

10.3 The failure of either party to insist in any one or more instances upon the full and complete performance of any of the terms or provisions of this Agreement to be performed on the part of the other or to take any action permitted as a result thereof shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either party of sums less than may be due and owing at any time shall not be construed as an accord and satisfaction.

10.4 Captions and headings are for index purposes only and shall not be used in construing this Agreement.

10.5 This Agreement shall be interpreted in accordance with Arizona law.

10.6 The parties agree to use arbitration to the extent required by A.R.S. § 12-1518. Each party shall bear its own costs of arbitration and shall equally share in the cost of the arbitrator.

10.7 This contract is subject to the provisions of A.R.S. § 38-511.

IN WITNESS WHEREOF, the parties do hereby agree to carry out the terms of this Agreement as prescribed herein.

PIMA COUNTY

Chair
Pima County Board of Supervisors

SEP 09 2008

ATTEST:

Clerk of the Board

Pursuant to A.R.S. §11-952, the undersigned COUNTY's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.

Deputy County Attorney

for L.K.

Director
Pima County Institutional Health

STATE OF ARIZONA

Procurement Administrator
Arizona Department of Health Services

Attorney General Contract No. PIGA2008002730 which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.

Assistant Attorney General 08/07/08

This space reserved for use by Secretary of State:

01673-08

30267
Secretary of State
9.19.08

RESOLUTION NO. 2008 – 249

RESOLUTION OF THE PIMA COUNTY BOARD OF SUPERVISORS
APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN
PIMA COUNTY AND THE ARIZONA DEPARTMENT OF HEALTH SERVICES
RELATING TO A.R.S. §11-297(A)(2);

WHEREAS, the County is directed in the above referenced statute to annually renew the Intergovernmental Agreement in effect on January 1, 2001 between Pima County and Arizona Department of Health Services regarding funding and provision of mental health services in Pima County at the funding levels specified in said Intergovernmental Agreement; and,

WHEREAS, the parties are authorized to enter into an Intergovernmental Agreement pursuant to A.R.S. § 11-951 et.seq. and directed to do so under A.R.S. §11-297(A)(2);

NOW THEREFORE, BE IT RESOLVED:

1. The Intergovernmental Agreement between Pima County and the Arizona Department of Health Services is approved, and the Chairman of the Board of Supervisors is authorized to execute the Agreement; and

2. The appropriate County officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Resolution.

PASSED by the Pima County Board of Supervisors this 9th day of September, 2008.

PIMA COUNTY BOARD OF SUPERVISORS

By: _____
Richard Elias, Chairman

SEP 09 2008

ATTEST

By: _____
Clerk of the Board of Supervisors

APPROVED AS TO FORM

By: _____
Deputy County Attorney

1657-08