



**BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS**

Award Contract Grant

Requested Board Meeting Date: September 19, 2017

* = Mandatory, information must be provided

or Procurement Director Award

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

UHS of Tucson LLC, (dba Palo Verde Behavioral Health)

***Project Title/Description:**

Court Ordered Evaluation Services pursuant to ARS Title 36, Chapter 6

***Purpose:**

This contract between Pima County and UHS of Tucson, LLC, (dba Palo Verde Behavioral Health) provides for the provision of involuntary commitment services, hospital-based psychiatric services, required pursuant to ARS Title 36, Ch 5, Court Ordered Evaluations. Amendment 4 extends the term of the contract for a period of two years 09/30/17 to 09/30/19.

***Procurement Method:**

Procurement Exempt - D29.7

***Program Goals/Predicted Outcomes:**

This amendment extends the contract for two years to allow services and payments as described above.

***Public Benefit:**

Oversight by Pima County for Court ordered services has allowed the County to realize cost savings by reducing overhead and administrative costs previously paid to a third party to manage the contracts.

***Metrics Available to Measure Performance:**

Performance measures have been identified in the contract and will be monitored based on reporting criteria set forth in Exhibit D (Reporting) of the contract.

***Retroactive:**

No

To COB: 9-6-17 (1)
Vers: 6
Pgs: 24

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Effective Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____
 Expense Amount: \$* _____ Revenue Amount: \$ _____

***Funding Source(s) required:**

Funding from General Fund? Yes No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? Yes No

***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 22-73.

Amendment / Revised Award Information

Document Type: CT Department Code: OMS Contract Number (i.e., 15-123): 16*052
Amendment No.: 3 AMS Version No.: A 6
Effective Date: 9/30/2017 New Termination Date: 09/30/2019

Prior Contract No. (Synergen/CMS): NA

Expense or Revenue Increase Decrease Amount This Amendment: \$ \$1,500,000.00

Is there revenue included? Yes No If Yes \$ _____

***Funding Source(s) required:**

General Fund

Funding from General Fund? Yes No If Yes \$ \$1,500,000.00 % 100

Grant/Amendment Information (for grants acceptance and awards) Award Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____
Effective 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: India Davis
Department: Office of Medical Services/ Behavioral Health Telephone: 520-724-7967
Department Director Signature/Date: Danna Whiting 8/29/17
Deputy County Administrator Signature/Date: [Signature] 9/2/2017
County Administrator Signature/Date: [Signature] 9/5/17
(Required for Board Agenda/Addendum Items)

Pima County Department of Behavioral Health

Project: COURT ORDERED EVALUATION SERVICES PURSUANT TO ARS TITLE 36, CHAPTER 5

Contractor: UHS of Tucson LLC, (dba Palo Verde Behavioral Health), 2695 N. Craycroft Road, Tucson, AZ 85712

Contract No.: CT-OMS-16*0052

Contract Amendment No.: Three (3)

CONTRACT
NO. <u>CT-OMS-16-052</u>
AMENDMENT NO. <u>03</u>
<small>This number must appear on all invoices, correspondence and documents pertaining to this contract.</small>

(STAMP HERE)

Orig. Contract Term: 10/01/2015 – 09/30/2016	Orig. Amount:	\$ 750,000.00
Termination Date Prior Amendment: 09/30/2017	Prior Amendments Amount:	\$ 750,000.00
Termination Date This Amendment: 09/30/2019	This Amendment Amount:	\$1,500,000.00
	Revised Total Amount:	\$3,000,000.00

CONTRACT AMENDMENT

The parties agree to amend the above-referenced contract as follows:

1. **Term. Article I-Term and Extension/Renewal/Changes** is changed to extend the Contract. The Contract terminates on 09/30/2019.
2. **Maximum Payment Amount.** The maximum amount the County will spend under this Contract, as set forth in Article III; Compensation and Payment and Exhibit B: Compensation (4 pages) is increased by \$1,500,000.00. County's total payments to Contractor under this contract, including any sales taxes, will not exceed \$3,000,000.00
3. **Amendments.** The parties have revised the contract services as described in the attached exhibits.

- Exhibit A:** SCOPE OF SERVICES – 2017-2019 (5 pages)
- Exhibit B:** COMPENSATION – 2017-2019 (4 pages)
- Exhibit C:** BUSINESS ASSOCIATE AGREEMENT - 2017-2019 (8 pages)
- Exhibit D:** REPORTING – 2017-2019 (2 pages)
- Exhibit E:** GLOSSARY – 2017-2019 (3 pages)

The effective date of this Amendment is September 30, 2017.

All other provisions of the Contract not specifically changed by this Amendment remain in effect and are binding upon the parties.

PIMA COUNTY

CONTRACTOR

Chair, Board of Supervisors

M. Eckstein
Signature

Date

Melissa Eckstein, CEO
Printed Name and Title

8/29/2017
Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM

APPROVED AS TO CONTENT

Paula S. Ferrera
Deputy County Attorney

Danna Whiting
Danna Whiting,
Behavioral Health Administrator

Paula S. Ferrera
Print DCA Name

8/29/17
Date

8-30-17
Date

(if required by County Department or delete)

EXHIBIT A: SCOPE OF SERVICES

A. INVOLUNTARY COMMITMENT COVERED SERVICES:

CONTRACTOR shall provide involuntary commitment services, which are hospital-based psychiatric services required pursuant to Arizona Revised Statutes Title 36, Chapter 5, Article 4, Court Ordered Evaluations (COE). Hospital-based psychiatric services include the following:

1. **Psychiatric Admissions:** CONTRACTOR shall provide necessary psychiatric services, limited to those offered by CONTRACTOR, to Proposed Patients admitted pursuant to an Application for Emergency Admission for Evaluation or a Court Order for Evaluation.
 - a. CONTRACTOR shall provide services in compliance with the provisions of ARS Chapter 5, Article 4. Notwithstanding statutorily permissible timeframes, CONTRACTOR must:
 1. Ensure that evaluations are performed as required under ARS Chapter 5, Article 4, and, if clinically appropriate, submit to the Pima County Attorney the Petition for Court Ordered Treatment, if any, on the same or the next business day following the completion of the second evaluation.
 2. Court ordered evaluations must be performed by licensed psychiatrists, except as noted in ARS 36-501.
 3. Ensure that Proposed Patients are offered every opportunity, as clinically appropriate, to participate in treatment on a voluntary basis at any time during the involuntary commitment-related hospital stay, including on weekends and holidays, with appropriate documentation to be filed with the Court on the first available business day thereafter. CONTRACTOR shall ensure that daily assessments of Proposed Patients as to their ability and willingness to participate in treatment on a voluntary basis are documented in the Proposed Patient's medical record.
 4. Ensure that Proposed Patients are assessed on a daily basis, including on weekends and holidays, to determine whether Proposed Patients continue to be suitable for involuntary commitment. If, at any point during the stay, including weekends and holidays, Proposed Patients are found not to be suitable for involuntary commitment under ARS Title 36, Chapter 5, CONTRACTOR shall remove the Proposed Patient from the involuntary commitment process and either discharge Proposed Patient from the facility or keep Proposed Patient as a voluntary inpatient with a payer other than COUNTY, with appropriate documentation to be filed with the Court on the first available business day thereafter. CONTRACTOR shall ensure that such daily assessment is documented in the Proposed Patient's medical chart.
 5. CONTRACTOR will ensure that progress notes contain the following information:
 - a. Day 1: Admitting diagnoses: Axis I, II and III
 - b. Upon Admission and Daily: Was Proposed Patient offered voluntary treatment? If not, provide an explanation.
 - c. Upon Admission and Daily: Describe behaviors and symptoms that indicate the Proposed Patient requires continued involuntary treatment today.
 6. CONTRACTOR must afford Proposed Patients the patients' rights that are established in Article 2 of Chapter 5, Title 36 of Arizona Revised Statutes.
2. **Inpatient Professional Services:** CONTRACTOR shall assure that Psychiatrists on its medical

staff or a separate physicians group provide Contract Services to Proposed Patients in compliance with the terms of this Agreement and the provisions of ARS Title 36, Chapter 5.

3. Coordination with Courts and Pima County Attorney's Office (PCAO) Health Law Unit:
 - a. CONTRACTOR must complete and submit evaluations, petitions, motions, affidavits and any and all other paperwork required in connection with the involuntary commitment process to the Pima County Attorney's Office (PCAO) Health Law Unit according to the timetable established by the PCAO Health Law Unit.
 - b. CONTRACTOR must coordinate with the PCAO Health Law Unit to dismiss any pending proceedings for Court Ordered Evaluation or Court Ordered Treatment, when the attending physician determines that the Proposed Patient can engage in treatment on a voluntary basis, or does not suffer from a mental disorder as defined in A.R.S. section 36-501.
4. Exclusions: Medical services, rendered to Proposed Patients, which are not involuntary commitment services, unless COUNTY is otherwise responsible for a Proposed Patient's medical costs. CONTRACTOR should not bill, and County will not compensate CONTRACTOR, for such services. In the event that CONTRACTOR admits Proposed Patients to a medical service, CONTRACTOR shall ensure that psychiatric providers consult on a regular basis with the Proposed Patient's non-psychiatrist attending physician until the Proposed Patient is transferred to CONTRACTOR's psychiatric service.
5. Coordination of Benefits: Before billing COUNTY for services provided in this Agreement, CONTRACTOR must make appropriate inquiry and determine, to the best of its ability, whether Proposed Patients are eligible for services that may be reimbursed by any payer other than COUNTY. CONTRACTOR must submit to COUNTY, together with each claim for payment for services rendered pursuant to this Agreement, evidence of denial of coverage by other known insurers, Remittance Advice, or documentation substantiating CONTRACTOR's efforts to discover and verify other potential payer coverage. CONTRACTOR agrees to accept all payments from insurers or non-County payers as payment in full, except that following COUNTY'S receipt of Remittance Advice, COUNTY will pay the co-payment, co-insurance or deductible for which the Proposed Patient may otherwise be liable. In no event will COUNTY compensate CONTRACTOR in excess of the rates set forth in EXHIBIT B: COMPENSATION. CONTRACTOR will ensure that no payer other than Pima County exists for Proposed Patients receiving services under this Agreement. Verification is to include examination of patient/family information to determine if the Proposed Patient is any of the following:
 - a. Employed;
 - b. Medicaid eligible;
 - c. Medicare eligible;
 - d. Covered by, or eligible for, commercial or private insurance.
6. Verification of Residency: Before billing COUNTY for services provided in this contract, CONTRACTOR must make appropriate inquiry and determine, to the best of its ability, whether Proposed Patients reside within the geographical boundaries of COUNTY or whether the Proposed Patients are not residents of the State of Arizona. Notwithstanding A.R.S. § 36-545.04 if the Proposed Patient is not a resident of Pima County, the COUNTY will not pay claims. CONTRACTOR must submit claims for services rendered to Proposed Patients who are residents of other Arizona counties to the counties of residence.

7. Concurrent Review/Utilization Management: COUNTY may conduct concurrent or retrospective review of all Involuntary Commitment Covered Services and Emergency Medical Services provided by CONTRACTOR to determine appropriateness and medical necessity of such services. COUNTY will review services provided on a day to day basis but will not provide authorization or denial until the end of the review period. COUNTY may deny claims for services or recover payment made to CONTRACTOR for denied services, pursuant to EXHIBIT B: COMPENSATION Section 3 Claims Denial Any repayment, recovery or recoupment will be made by deduction from any amount owed to CONTRACTOR by COUNTY as the result of any contract between COUNTY and CONTRACTOR. COUNTY will provide to CONTRACTOR on a daily basis (weekdays only) the provisional findings of utilization management activities for specific Proposed Patients in CONTRACTOR's facility, but will issue probable authorized and/or probable denied days at the end of the COE period.

B. FACILITATION OF TRANSFER AND ADMISSION

CONTRACTOR must cooperate and collaborate with other local hospitals, evaluating agencies, and the Regional Behavioral Health Authority (RBHA) and its crisis system to facilitate transfer of Proposed Patients to an available psychiatric bed as expeditiously as possible. CONTRACTOR will follow guidelines and protocols in COUNTY's Provider Manual that specify transfer and admission of Proposed Patients in the community.

C. PROVIDER QUALIFICATIONS AND LICENSURE

CONTRACTOR affirms that it and any of CONTRACTOR's employees or sub-contractors providing services pursuant to this agreement were and are appropriately licensed by the State of Arizona on the dates of service. COUNTY reserves the right to withhold payment and / or terminate this agreement for any services rendered by any entities or individuals whose license has been suspended or revoked. In addition, CONTRACTOR shall meet and maintain the following requirements throughout the term of this Agreement:

1. Accreditation through the Joint Commission or is a hospital with an inpatient psychiatric program that undergoes a State survey to determine whether the hospital meets the requirements for participation in Medicare as a hospital, or is accredited by a national accrediting organization whose hospital accrediting program has been approved by CMS if providing treatment to members under the age of 21; and
2. Meets the requirements specified in 42 CFR 440.10 and Part 482 and is licensed pursuant to A.R.S. § 36, Chapter 4, Articles 1 and 2; or
3. For adults age 21 and older, certified as a provider under Title XVIII of the Social Security Act; or
4. For adults age 21 or over, currently determined by ADHS Assurance and Licensure to meet such requirements.

D. MINIMUM STAFFING REQUIREMENTS

1. CONTRACTOR will maintain organizational, managerial and administrative systems and staff capable of fulfilling all contractual requirements and will employ staff persons with adequate time designated to carry out the required functions.
2. CONTRACTOR shall provide sufficient staffing to ensure:
 - a. COEs are conducted as quickly as possible so as to expedite transition to voluntary status, petition for court-ordered treatment or discontinuation of the involuntary commitment process, as clinically indicated;

- b. All evaluations, petitions, motions, affidavits and other paperwork required in connection with the COE process are completed and submitted according to the Pima County Attorney's Office and court deadlines;
- c. Proposed Patient and hospital staff are available for court appearances at the date, time and location ordered by the court schedules; and
- d. Ensure a psychiatrist is available 24/7 as backup to a psychiatric and mental health nurse practitioner to discharge the Proposed Patient from COE if further evaluation is not appropriate or the Proposed Patient applies for treatment on a voluntary basis pursuant to A.R.S. §36-531.

E. DISCHARGE PLAN

All members receiving inpatient services under this contract will be discharged with a discharge plan. CONTRACTOR will work collaboratively with stakeholders in the placement and discharge of members from Level I services.

- 1. CONTRACTOR will ensure timely completion of discharge plans and provide a copy of the discharge summary to the member's RBHA assigned provider if applicable.
- 2. CONTRACTOR will assure that medication records are provided at discharge to the assigned intake and coordination of care (ICC) agency to assure coordination of care upon transition to the community, if applicable.
- 3. CONTRACTOR will work collaboratively with the assigned ICC, if applicable, to make arrangements to provide for discharges daily, including evenings, weekends and holidays.

F. UTILIZATION MANAGEMENT

- 1. CONTRACTOR shall adopt, maintain, and observe utilization review plans that conform to nationally accepted accreditation standards. CONTRACTOR will provide evidence of compliance with 42 CFR requirements to COUNTY at least annually or upon request. Specific Federal and AHCCCS compliance activities include:
 - a. Development of Certifications of Need and Re-Certifications of Need and submission of those certifications in compliance with Pima County Providers Manual.
 - b. Development of and performance of services based on a plan of care in accordance with 42 CFR 441.154 to 456.
 - c. Development and implementation of utilization management plans and committees in accordance with 42 CFR 456.100 to 129 and 456.200 to 213.
- 2. CONTRACTOR will make available to COUNTY staff in person or telephonic access to professional behavioral health (non-clerical) staff that can review the medical record and present the basis for continuing medical necessity of Level I inpatient services. COUNTY may conduct concurrent review on admission and at frequent intervals during acute inpatient hospital stays to validate the medical necessity for continued stay and to evaluate quality of care.
- 3. CONTRACTOR will provide by fax or email (PCBH.UM@pima.gov), within 24 business hours of request, any documentation requested by COUNTY UM that is needed to verify admission or continued stay criteria are being met.
- 4. CONTRACTOR will notify Pima County Behavioral Health (PCBH) via secure email, of any Proposed Patient who moves to medical or from medical back to the psychiatric unit, who is under the COE period.

5. COUNTY determines the appropriateness of continued services in consultation with physician advisors, as necessary. If it is determined that service is no longer appropriate, COUNTY UM will initiate a recommendation of probable authorization or non-authorization. Continued hospital services may be denied when a Proposed Patient no longer meets intensity and severity criteria.
6. COUNTY UM will notify the attending physician and the hospital liaison in writing regarding a probable denial of coverage and the probable denial date. The attending physician has one (1) business day to agree or disagree and to provide information to COUNTY UM justifying medical necessity for continued stay. Clinical Information presented after the time of offer for collaboration will not be considered retrospectively.
7. The CONTRACTOR shall provide COUNTY UM (PCBH.UM@pima.gov) confirmation of each member's discharge date and disposition within one (1) business day of the member's discharge, including the following information: Proposed Patient's first and last name, Proposed Patient's Date of Birth, Admit Date, Discharge Date, and Disposition.
8. The CONTRACTOR will facilitate early identification of members who may be ready for discharge over a weekend and/or holiday, participate in adequate planning in the event the member is ready for discharge, provide sufficient physician staff to discharge the member when ready, write prescriptions and ensure hospital discharge planners/social workers communicate with the receiving ICC team and service provider to allow weekend and holiday discharges when members no longer meet criteria for continued stay and will actively coordinate such discharges with ICC personnel.
9. The CONTRACTOR, including its hospital medical staff, will meet with COUNTY as needed for the purpose of collaboration and discussion of application of medical necessity criteria, standards of documentation supporting use of criteria and other performance improvement activities as determined necessary by Pima County to reduce occurrence of denials and appeals. CONTRACTOR's failure to provide access to medical staff for these purposes may result in denial of payments of claims.
10. COE services and claims for payment are subject to COUNTY's concurrent and retrospective utilization review and management to assess compliance with statutory requirements, appropriate payment of claims, documentation of clinical need for inpatient COE or COT and efficiency and effectiveness of processes applicable to service provision. COUNTY reserves the right to conduct concurrent and retrospective utilization review and management either in person, through the electronic health record portal (if applicable), or by request of documentation.

EXHIBIT B: COMPENSATION

Payment for Involuntary Commitment Covered Services:

1. For services provided October 1, 2017 through September 30, 2019, COUNTY will compensate CONTRACTOR as follows, with the understanding that in the event that a separate physicians group provides services pursuant to this contract, CONTRACTOR shall ensure performance and compliance of said physicians group to the terms of this contract and shall be responsible for reimbursing said physicians group for services provided from the compensation paid to CONTRACTOR:

- a. **For Inpatient Covered Services:** CONTRACTOR shall be reimbursed at an all-inclusive COE tier rate of \$1025.05 per day for up to four (4) consecutive days of service for which COUNTY is the only payer, and for Proposed Patients with no third party health insurance coverage and no ability to pay, at an all-inclusive post-COE rate of \$325.00 for up to four (4) additional consecutive days of service for which COUNTY is the payer, using revenue code 0124. Such tier rates shall include all services necessary for the support and care of the Proposed Patient including compensation for daily assessment of Proposed Patients by physician staff as indicated herein, but shall not include compensation for up to two (2) psychiatric evaluations required pursuant to ARS Title 36, Chapter 5 to satisfy the Court Order for Evaluation as indicated below*.

COUNTY does not pay tier rates for the date of the hearing, the day of, or days subsequent to, a Proposed Patient's transition from involuntary to voluntary status or the date of discharge from the facility. COUNTY will not compensate CONTRACTOR for any additional inpatient days resulting from CONTRACTOR's failure to complete and file the two (2) psychiatric evaluations required under Article 4, Chapter 5, Title 36 of Arizona Revised Statutes according to the deadlines established herein, or for evaluations that are determined to be deficient by the Court. In no event will COUNTY pay or otherwise compensate CONTRACTOR for services provided on or after the date an Order for Treatment is issued unless the Proposed Patient is in the custody of the Pima County Sheriff's Department, in which event, COUNTY will compensate CONTRACTOR for services provided at the AHCCCS Tier Rate in effect on the date of service.

- b. **For Professional Covered Services:** For payment of services related to the evaluation of a Proposed Patient as ordered by the Court, CONTRACTOR will be compensated for up to two (2) psychiatric evaluations performed by two different doctors on Proposed Patients pursuant to a Court Order for Evaluation and completed pursuant to the timelines indicated in Article 4, Chapter 5, Title 36 of the Arizona Revised Statutes following the issuance of a Court Order for Evaluation. COUNTY will not compensate CONTRACTOR for psychiatric evaluations that are not completed in compliance with the statutory timeline or for evaluations that are not conducted or prepared in a manner acceptable to the Court. CONTRACTOR must bill for the first and second evaluations using procedure code 90791 or 90792. Payment will be made at 100% of the AHCCCS fee for service schedule for place of service in effect on the date of service for procedure code 90791, as amended and updated by AHCCCS from time to time. Any changes in AHCCCS fee for service rates shall apply on the date such rate changes are published by AHCCCS and will not require an amendment to the contract.
- c. Where CONTRACTOR provides psychiatric services to a Proposed Patient in the **Emergency Department** under an Application for Emergency Admission and the Proposed Patient is not admitted for psychiatric services, COUNTY will compensate CONTRACTOR for such services according to the AHCCCS fee for service rates for such services in effect on the dates of service.
- d. Fee Structure as follows (Tables 1 and 2) for provision of COE and PEP services and related claims submission timelines:

Table 1 Facility Charges

Bed days Revenue Code: 0124	Billable Timeline	Billable Days	Payable
Patient has no payer. COUNTY is only payer - Non T-19	90 days after discharge	Up to 4 COE days & up to 4 PEP days	Contracted rates
Patient has Private/Commercial/Medicare (EOB required)	90 days after receipt of EOB, but never >180 days after discharge	Up to 4 COE days (or value thereof)	Copay/Coinsurance/Deductible/or non-covered BH benefits, not to exceed what COUNTY would otherwise pay.
Patient has Cenpatico/Title 19 (EOB required)	90 days after receipt of EOB, but never >180 days after discharge	Up to 4 COE days (however, Cenpatico should pay for day 4 onward)	Contracted rates

Table 2 Physician Billing for Psychiatric Evaluations required for COE

Physician Billing for psychiatric evaluations required for COE Revenue Code: 90791 or 90792	Billable Timeline	Billable Services	Payable
Patient has no payer or patient has Cenpatico/Title 19	90 days after discharge	Up to 2 psychiatric evaluations billed as 90791 or 90792 by two separate psychiatrists and/or medical doctor	Contracted rates
Patient has Private/Commercial/Medicare (EOB required)	90 days after receipt of EOB, but never >180 days after discharge	Up to 2 psychiatric evaluations billed as 90791 or 90792 by two separate psychiatrists and/or medical doctor (or value thereof)	Contracted rates, or Copay/Coinsurance/Deductible/or non-covered BH benefits, not to exceed what COUNTY would otherwise pay.

2. In the event that an error or non-compliance with statutory timelines by CONTRACTOR or CONTRACTOR's staff causes an involuntary commitment action to be dismissed by the Court or rejected by the Pima County Attorney's Office, COUNTY will not compensate CONTRACTOR for either the inpatient days provided or the evaluations performed which pertain to the dismissed involuntary commitment action.
3. Claims denial: COUNTY may deny claims for services in the event CONTRACTOR does not adhere to the terms of this contract and for any of the following reasons including, but not limited to, the documented list of denial codes and denial reasons in the PCBH Provider Manual:
 - a. Claims submitted for medical services provided to Proposed Patients;
 - b. Provider bills for services to Proposed Patients after their status changed to voluntary;

- c. Invalidation of a petition due to physicians performing evaluations after the statutory timelines, including payments for evaluation and inpatient day(s) associated with the hospitalization;
- d. COUNTY reserves the right to deny claims for inpatient stays which result in the dismissal or postponement of a hearing for COT due to actions by CONTRACTOR or employees of CONTRACTOR;
- e. Failure to file complete petitions with the PCAO within the timeframe set forth by PCAO;
- f. Failure to file signed, legible evaluation paperwork that provides detail and specificity to meet statutory requirements; or
- g. Failure to document that a physician or mid-level practitioner sees and assesses the relevant Proposed Patient on a daily basis, including weekends and holidays, to determine whether Proposed Patients continue to require involuntary commitment;
- h. COUNTY may deny claims based on a new petition for COE being filed at the same hospital within thirty (30) days for the same Proposed Patient if a retrospective review by COUNTY UM staff indicates that the initial petition for COE was resolved inappropriately;
- i. COUNTY reserves the right to deny claims for lack of adherence to provision of COE services outlined in Exhibit A Scope of Services and as indicated in ARS Title 36, Chapter 5;
- j. The COUNTY reserves the right to deny a claim if CONTRACTOR has not performed in good faith.

4. Claims and Payment Policies

The following are CONTRACTOR's requirements for submitting claims. CONTRACTOR must submit accurate, timely and complete claims for all COE covered behavioral health services. In adjudicating CONTRACTOR's claims for services rendered pursuant to this Agreement, COUNTY shall not issue formal specific denials for service codes or line items not covered by the Agreement. Claim codes not covered by this Agreement are automatically denied. Claims must be received as follows:

1. For facility claims, "date of service" means the date of discharge of the Proposed Patient or the service end date of the interim claim.
2. Claims initially received beyond the timeframes indicated above may be denied as untimely.
3. If a claim is y received within the prescribed time frames above is denied as not being a "clean claim", CONTRACTOR has up to forty-five (45) days from the date of initial denial notification to resubmit a clean claim.
4. COUNTY will remunerate CONTRACTOR for services rendered pursuant to this Agreement as described herein within thirty (30) days of receipt of a clean claim.
5. In the event of a discrepancy regarding the payment of claims and issuance of denials, providers may file a written appeal as described below and as set forth in the County's Provider Manual, which is incorporated herein by reference. PCBH ensures that when a claim for payment is denied in whole or in part, the affected provider is advised in writing of their right to file a written appeal. All provider appeals related to PCBH decisions must be filed with the Claims Division of PCBH.
6. Appeals must be submitted in writing or electronically. If submitted in writing, appeals must be clearly marked "APPEALS" and mailed to the address as set forth in this agreement. Within the written appeal process the provider must specifically explain why COUNTY determination of denial is incorrect and the result Contractor is seeking. CONTRACTOR must describe the relevant information CONTRACTOR believes justifies claim payment and include copies of the documents that provide additional information. It is imperative to include documentation CONTRACTOR feels is relevant to support the claims, as there is only one opportunity for a formal appeal.

Appeals disputes must include:

- A statement of the factual and legal basis for the dispute;
- A statement of relief requested;
- Documentation and explanation to support the claim dispute;

- Contact information for CONTRACTOR's Primary Contact including name, phone number and email address.

Timeline for initiating an appeal:

Appeals must be filed within sixty (60) calendar days after receipt of notification of denial from COUNTY.

EXHIBIT C: BUSINESS ASSOCIATE AGREEMENT 2017-2019

WHEREAS, Pima County, on behalf of the Pima County Behavioral Health Department ("Covered Entity), and UHS of Tucson, LLC (dba Palo Verde Behavioral Health) ("Business Associate), (each, a "Party," and collectively, the "Parties") wish to enter into a Business Associate Agreement to ensure compliance with the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Privacy and Security Rules") (45 C.F.R. Parts 160 and 164); and

WHEREAS, the Health Information Technology for Economic and Clinical Health ("HITECH") Act of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, modified the HIPAA Privacy and Security Rules (hereinafter, all references to the "HIPAA Privacy and Security Rules" include all amendments thereto set forth in the HITECH Act and any accompanying regulations); and

WHEREAS, the Parties have entered into a written or oral arrangement or arrangements (the "Underlying Agreements") whereby Business Associate will provide certain services to Covered Entity that require Business Associate to create, receive, maintain, or transmit Protected Health Information ("PHI") on Covered Entity's behalf, and accordingly Business Associate may be considered a "business associate" of Covered Entity as defined in the HIPAA Privacy and Security Rules; and

WHEREAS, Business Associate and Covered Entity wish to comply with the HIPAA Privacy and Security Rules, and Business Associate wishes to honor its obligations as a business associate to Covered Entity.

THEREFORE, in consideration of the Parties' continuing obligations under the Underlying Agreements, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Business Associate Agreement ("Agreement").

Except as otherwise defined herein, any and all capitalized terms in this Agreement shall have the definitions set forth in the HIPAA Privacy and Security Rules. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Privacy and Security Rules, as amended, the HIPAA Privacy and Security Rules in effect at the time shall control. Where provisions of this Agreement are different than those mandated by the HIPAA Privacy and Security Rules, but are nonetheless permitted by the HIPAA Privacy and Security Rules, the provisions of this Agreement shall control.

I. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- A. Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreements, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rules if done by Covered Entity.

- B.** Business Associate may use PHI in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are permitted under state and federal confidentiality laws.
- C.** Business Associate may disclose PHI in its possession to third parties for the purposes of its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that:
 - 1. The disclosures are required by law; or
 - 2. Business Associate obtains reasonable assurances from the third parties to whom the PHI is disclosed that the information will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party, and that such third parties will notify Business Associate of any instances of which they are aware in which the confidentiality of the information has been breached.
- D.** Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes “minimum necessary” for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, access, use, and request only PHI that is contained in a limited data set (as defined in 45 C.F.R. § 164.514(e)(2)), unless Business Associate requires certain direct identifiers in order to accomplish the intended purpose of the access, use, or request, in which event Business Associate may access, use, or request only the minimum necessary amount of PHI to accomplish the intended purpose of the access, use, or request.

II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- A.** Business Associate agrees not to use or further disclose PHI other than as permitted or required by this Agreement or the Underlying Agreements or as required by law.
- B.** Business Associate agrees to use appropriate safeguards and to comply, where applicable, with 45 C.F.R. Part 164, Subpart C with respect to Electronic Protected Health Information, to prevent use or disclosure of PHI other than as provided for by this Agreement. Specifically, Business Associate will:
 - 1. Implement the administrative, physical, and technical safeguards set forth in 45 C.F.R. §§ 164.308, 164.310, and 164.312 that reasonably and appropriately protect the confidentiality, integrity, and availability of any PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity, and, in accordance with 45 C.F.R. § 164.316, implement and maintain reasonable and appropriate policies and procedures to enable it to comply with the requirements outlined in 45 C.F.R. §§ 164.308, 164.310, and 164.312; and

2. Report to Covered Entity any Security Incident, and any use or disclosure of PHI that is not provided for by this Agreement, of which Business Associate becomes aware.
- C. Business Associate shall require each subcontractor that creates, receives, maintains, or transmits PHI on its behalf to enter into a business associate agreement or equivalent agreement containing the same restrictions on access, use, and disclosure of PHI as those applicable to Business Associate under this Agreement. Furthermore, to the extent that Business Associate provides Electronic PHI to a subcontractor, Business Associate shall require such subcontractor to comply with all applicable provisions of 45 C.F.R. Part 164, Subpart C.
 - D. Business Associate agrees to comply with any requests for restrictions on certain disclosures of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. § 164.522 of which Business Associate has been notified by Covered Entity.
 - E. If Business Associate maintains a designated record set on behalf of Covered Entity, at the request of Covered Entity and in a reasonable time and manner, Business Associate agrees to make available PHI required for Covered Entity to respond to an individual's request for access to his or her PHI in accordance with 45 C.F.R. § 164.524. If Business Associate maintains PHI in an electronic designated record set, it agrees to make such PHI available electronically to Covered Entity or, upon Covered Entity's specific request, to the applicable individual or to a person or entity specifically designated by such individual, upon such individual's request.
 - F. If Business Associate maintains a designated record set on behalf of Covered Entity, at the request of Covered Entity and in a reasonable time and manner, Business Associate agrees to make available PHI required for amendment by Covered Entity in accordance with the requirements of 45 C.F.R. § 164.526.
 - G. Business Associate agrees to document any disclosures of Protected Health Information, and to make PHI available for purposes of accounting of disclosures, as required by 45 C.F.R. § 164.528.
 - H. If Business Associate is to carry out one or more of Covered Entity's obligations under 45 C.F.R. Part 164, Subpart E, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).
 - I. Business Associate agrees that it will make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Secretary, in a time and manner designated by the Secretary, to enable the Secretary to determine Business Associate's or Covered Entity's compliance with the HIPAA Privacy and Security Rules. Business Associate also shall cooperate with the Secretary and, upon the Secretary's request, pursuant to 45 C.F.R. § 160.310, shall disclose PHI to the Secretary

to enable the Secretary to investigate and review Business Associate's or Covered Entity's compliance with the HIPAA Privacy and Security Rules.

J. Unless expressly authorized in the Underlying Agreements, Business Associate shall not:

1. Use PHI for marketing or fundraising;
2. Use PHI to create a limited data set or to de-identify the information;
3. Use PHI to provide data aggregation services relating to the health care operations of Covered Entity; or
4. Use or disclose PHI in exchange for remuneration of any kind, whether directly or indirectly, financial or non-financial, other than such remuneration as Business Associate receives from Covered Entity in exchange for Business Associate's provision of the services specified in the Underlying Agreements.
5. Prior express written authorization from Covered Entity is required for Business Associate to access, store, share, maintain, transmit, use, or disclose PHI in any form via any medium with any entity or person, including the Business Associate's employees and subcontractors, beyond the boundaries and jurisdiction of the United States. Authorization may be granted in the sole discretion of Covered Entity and, if granted, will be subject to additional conditions with which Business Associate must agree.

III. BUSINESS ASSOCIATE'S MITIGATION AND BREACH NOTIFICATION OBLIGATIONS

- A.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- B.** Following the discovery of a Breach of Unsecured PHI ("Breach"), Business Associate shall notify Covered Entity of such Breach without unreasonable delay and in no case later than thirty (30) calendar days after discovery of the Breach, and shall assist in Covered Entity's breach analysis process, including risk assessment, if requested. A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known to Business Associate or, through the exercise of reasonable diligence, would have been known to Business Associate. The Breach notification shall be provided to Covered Entity in the manner specified in 45 C.F.R. § 164.410(c) and shall include the information set forth therein to the extent known. If, following the Breach notification, Business Associate learns additional details about the Breach, Business Associate shall notify Covered Entity promptly as such information becomes available. Covered Entity shall determine whether Business Associate or Covered Entity will be responsible for providing notification of any Breach to affected

individuals, the media, the Secretary, and/or any other parties required to be notified under the HIPAA Privacy and Security Rules or other applicable law. If Covered Entity determines that Business Associate will be responsible for providing such notification, Business Associate may not carry out notification until Covered Entity approves the proposed notices in writing.

- C. Notwithstanding the provisions of Section III.B., above, if a law enforcement official states to Business Associate that notification of a Breach would impede a criminal investigation or cause damage to national security, then:
1. If the statement is in writing and specifies the time for which a delay is required, Business Associate shall delay such notification for the time period specified by the official; or
 2. If the statement is made orally, Business Associate shall document the statement, including the identity of the official making it, and delay such notification for no longer than thirty (30) days from the date of the oral statement unless the official submits a written statement during that time.

Following the period of time specified by the official, Business Associate shall promptly deliver a copy of the official's statement to Covered Entity.

- D. Business Associate shall bear Covered Entity's costs of any Breach and resultant notifications, if applicable, to the extent the Breach arises from Business Associate's negligence, willful misconduct, violation of law, violation of the Underlying Agreements, or violation of this Agreement.

IV. OBLIGATIONS OF COVERED ENTITY

- A. Upon request of Business Associate, Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. § 164.520.
- B. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, if such changes could reasonably be expected to affect Business Associate's permitted or required uses and disclosures.
- C. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. § 164.522, and Covered Entity shall inform Business Associate of the termination of any such restriction, and the effect that such termination shall have, if any, upon Business Associate's use and disclosure of such Protected Health Information.

V. TERM AND TERMINATION

- A. Term.** The Term of this Agreement shall be effective as of the date first written above, and shall terminate upon later of the following events: (i) in accordance with Section V.C., when all of the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is returned to Covered Entity or destroyed (and a certificate of destruction is provided) or, if such return or destruction is infeasible, when protections are extended to such information; or (ii) upon the expiration or termination of the last of the Underlying Agreements.
- B. Termination.** Upon either Party's knowledge of a material breach by the other Party of its obligations under this Agreement, the non-breaching Party shall, within twenty (20) days of that determination, notify the breaching Party, and the breaching Party shall have thirty (30) days from receipt of that notice to cure the breach or end the violation. If the breaching Party fails to take reasonable steps to effect such a cure within such time period, the non-breaching Party may terminate this Agreement and the Underlying Agreements without penalty.

Where either Party has knowledge of a material breach by the other Party and determines that cure is infeasible, prior notice of the breach is not required, and the non-breaching Party shall terminate the portion of the Underlying Agreements affected by the breach without penalty.

- C. Effect of Termination.**
1. Except as provided in paragraph 2 of this subsection C., upon termination of this Agreement, the Underlying Agreements or upon request of Covered Entity, whichever occurs first, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors of Business Associate. Neither Business Associate nor its subcontractors shall retain copies of the PHI except as required by law.
 2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide within ten (10) days to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of PHI is infeasible, Business Associate, and its applicable subcontractors, shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate and its applicable subcontractors maintain such Protected Health Information.

VI. MISCELLANEOUS

- A. No Rights in Third Parties. Except as expressly stated herein or in the HIPAA Privacy and Security Rules, the Parties to this Agreement do not intend to create any rights in any third parties.
- B. Survival. The obligations of Business Associate under Section V.C. of this Agreement shall survive the expiration, termination, or cancellation of this Agreement, the Underlying Agreements, and/or the business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.
- C. Amendment. The Parties agree that this Agreement will be amended automatically to conform to any changes in the HIPAA Privacy and Security Rules as are necessary for each of them to comply with the current requirements of the HIPAA Privacy and Security Rules and the Health Insurance Portability and Accountability Act, unless a particular statutory or regulatory provision requires that the terms of this Agreement be amended to reflect any such change. In those instances where an amendment to this Agreement is required by law, the Parties shall negotiate in good faith to amend the terms of this Agreement within sixty (60) days of the effective date of the law or final rule requiring the amendment. If, following such period of good faith negotiations, the Parties cannot agree upon an amendment to implement the requirements of said law or final rule, then either Party may terminate this Agreement and the Underlying Agreements upon ten (10) days written notice to the other Party. Except as provided above, this Agreement may be amended or modified only in a writing signed by the Parties.
- D. Assignment. Neither Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party.
- E. Independent Contractor. None of the provisions of this Agreement are intended to create, nor will they be deemed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. Nothing in this Agreement creates or is intended to create an agency relationship.
- F. Governing Law. To the extent this Agreement is not governed exclusively by the HIPAA Privacy and Security Rules or other provisions of federal statutory or regulatory law, it will be governed by and construed in accordance with the laws of the state in which Covered Entity has its principal place of business.
- G. No Waiver. No change, waiver, or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

- H. Interpretation.** Any ambiguity of this Agreement shall be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with the HIPAA Privacy and Security Rules.
- I. Severability.** In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect.
- J. Notice.** Any notification required in this Agreement shall be made in writing to the representative of the other Party who signed this Agreement or the person currently serving in that representative's position with the other Party.
- K. Entire Agreement.** This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written. In the event of any inconsistency between this Agreement and any other agreement between the Parties concerning the use and disclosure of PHI and the Parties' obligations with respect thereto, the terms of this Agreement shall control.
- L. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.

EXHIBIT D: REPORTING 2017-2019

CONTRACTOR will submit all documents, reports and data in accordance with the schedule in this **EXHIBIT D: REPORTING**. All deliverables will be submitted in the format prescribed by COUNTY and within the time frames specified. The CONTRACTOR is required to submit any additional documents and/or ad hoc reports as requested by the COUNTY. In addition, CONTRACTOR shall provide the following information:

A. Management and Reporting

1. COUNTY reserves the right to audit any process or data resulting from provision of services pursuant to this Agreement and to request evaluation agency reports or data compilation as COUNTY determines necessary.
2. COUNTY will require the following documentation to begin the COE Utilization Review, Utilization Management and COUNTY Claim process:
 - a. Daily Census Report/Admitting Face Sheet. No later than 8:30 a.m. each day the CONTRACTOR will provide to COUNTY via secure email (PCBH.UM@pima.gov) the census and admitting face sheet of COUNTY's adult Proposed Patients receiving COE services in Level I acute beds and the list of patients discharged since the last census report.
 - b. Daily Census of Petitioned Patients in Emergency Department. CONTRACTOR will notify COUNTY via secure email (PCBH.UM@pima.gov) of patients who are under an Application for Emergency Admission in the Emergency Department and not admitted for psychiatric services.
 - c. CONTRACTOR will email the first set of paperwork, to COUNTY UM (PCBH.UM@pima.gov) within 24 hours of receipt of the signed judicial order. The first set of paperwork will include the following documents:
 1. The Application for Emergency Admission for Evaluation or the Application for Involuntary Evaluation, Prepetition Screening Report;
 2. Petition for Court-Ordered Evaluation;
 3. Judge signed Order for Evaluation; and
 4. Copy of the County Attorney's recommendation.
 - d. CONTRACTOR will email the second set of paperwork to COUNTY UM (PCBH.UM@pima.gov) within 24 hours of the date and time stamped on the Notice of Hearing filed with the Clerk of the Court. The second set of paperwork will include the following documents:
 1. Notice of Hearing on Petition for Court-Ordered Evaluation;
 2. Petition for Court-Ordered Treatment;
 3. Two separate Court Psychiatric Evaluations (completed by different evaluators); and
 4. Two Physician's Affidavits and Addendums, to accompany the Psychiatric evaluations.
 - e. CONTRACTOR will email the release from evaluation/discharge from agency form to COUNTY UM (PCBH.UM@pima.gov) when Proposed Patient changes to voluntary status or is discharged.
 - f. CONTRACTOR will notify COUNTY UM (PCBH.UM@pima.gov), via secure email notification, of payer change within the COE period immediately upon enrollment verification with AHCCCS or other Third Party Payer.
3. CONTRACTOR shall cooperate with COUNTY in providing information and data as needed and on a monthly basis, necessary for COUNTY to develop and submit all reports regarding COE services. Reporting data will be emailed to COUNTY

(PCBH.Reports@pima.gov) on a monthly basis within thirty (30) days following the end of each month, and will include:

- Number of Emergency Applications;
- Number of Involuntary Applications;
- Total number of patients admitted for COE;
- Number of Outpatient Title 36 COEs, if applicable;
- Number of proposed patients transferred from Pima County Adult Detention Center (PCADC);
- Number of patients returned to PCADC before hearing;
- Number of patients on applications who were admitted in the previous 90 days;
- Number of petitions dropped because individual agreed to voluntary treatment;
- Number of petitions dropped before the hearing other than voluntary;
- Number of patients who went to court;
- Number of patients court ordered for treatment;
- Number of inpatient orders;
- Number of combined orders;
- Number ordered without a hearing (stipulated);
- Number of COE patients who had no insurance;
- Number of Petitions dismissed at court – patient able to be voluntary;
- Number of Petitions dismissed at court – patient did not meet criteria for court order;
- Number of Petitions dismissed at court – psychiatrist not available for hearing;
- Number of Petitions dismissed at court – filing error;
- Number of hearings rescheduled – psychiatrist not available for hearing;
- Number of hearings rescheduled – other; and
- Substance abuse issues at time of admission (how many had a substance diagnosis and to which substance(s)).

(Remainder of this page intentionally left blank)

EXHIBIT E: GLOSSARY – 2017-2019

Terms used herein for the purposes of this contract include the following:

1. **Agreement:** This document, together with its attachments or exhibits, which sets forth the terms and conditions upon which services will be provided and funded by the parties hereto.
2. **Application for Emergency Admission:** A signed and notarized application made by a responsible adult (applicant) attesting to the fact that the applicant has knowledge to support the fact that a person is a danger to self or others, and that if not immediately hospitalized, the person is likely to suffer or inflict serious physical harm on himself or others.
3. **Arizona Department of Health Services (ADHS):** The State agency, which contracts with AHCCCS and administers the behavioral health system within the State, including behavioral health benefits to AHCCCS-eligible residents, by subcontracts with Regional Behavioral Health Authorities.
4. **Arizona Health Care Cost Containment System (AHCCCS):** The State agency administering the Federal Medicaid program in Arizona and which contracts with Arizona Department of Health Services to provide behavioral health services to residents enrolled to receive Medicaid benefits.
5. **Arizona Revised Statutes (ARS):** In this contract usually referring to Arizona Revised Statutes, Title 36, Chapter 5 – Mental Health Services.
6. **Assessment:** Daily clinical interaction with a Proposed Patient, completed by either a psychiatrist, a medical doctor, or a psychiatric resident as indicated in ARS 36-501 et seq. to determine whether the proposed patient continues to meet the criteria for involuntary commitment.
7. **Clean Claim:** A clean claim is defined by Medicare as a claim that has no defect, impropriety or special circumstance, including incomplete documentation that delays timely payment.
8. **Court Ordered Evaluation (COE) Period:** For purposes of this Agreement, that period which begins only after a Proposed Patient receives medical clearance, received aggressive treatment and triage, and is determined to be in need of involuntary commitment, under an Application for Emergency Admission or a Court Order for Evaluation, and continues on to the point that the Proposed Patient is allowed to continue treatment on a voluntary basis, the Proposed Patient is discharged or the petition for court-ordered evaluation is dismissed, the petition for court-ordered treatment is filed with the court, or up to four calendar days, whichever is sooner.
9. **Court Ordered Treatment (COT):** Treatment of a patient adjudged by the Court to require ongoing behavioral health treatment.
10. **Court:** The Superior Court in Pima County.
11. **Court Order for Evaluation:** An order by the Court causing a patient or Proposed Patient to be evaluated (see Evaluation) to determine the patient's or Proposed Patient's need for ongoing mental health services. Such an order may be precipitated by an Application for Emergency Admission or as the result of an outpatient examination by a qualified behavioral health professional to determine the person's mental status and whether or not the person may need ongoing behavioral health treatment.
12. **Evaluation:** Two (2) psychiatric evaluations ordered by the Court to determine whether Court-ordered treatment is indicated for a Proposed Patient, and which must be done by either a psychiatrist, a medical doctor, or a psychiatric resident as indicated in ARS 36-501 et seq.

13. **Evaluation Agency:** A health care agency that is licensed by the State and that has been approved to provide those services required of such agency pursuant to Arizona Revised Statutes, Title 36, Chapter 5, Article 4. See ARS 36-501.
14. **Examination:** For purposes of this contract, an examination performed by an admitting officer of an evaluation agency on a person presenting for emergency admission pursuant to ARS 36-501 et seq., to determine if there is reasonable cause to believe that the person, as a result of a mental disorder, is a danger to self or others, and that during the time necessary to complete the pre-petition screening procedures set forth in sections 36-520 and 36-521 the person is likely without immediate hospitalization to suffer serious physical harm or serious illness or to inflict serious physical harm on another person or whether treatment in a less restrictive venue is appropriate.
15. **Explanation of Benefits:** An explanation of benefits (commonly referred to as an **EOB** form) is a statement sent by a health insurance company to covered individuals or other potential payers explaining what medical treatments and/or services were paid for on their behalf.
16. **Intake and Coordination Care (ICC):** A licensed provider that does intake, assessment, service planning, referral to service, and follows the member throughout the course of treatment and has a direct contract with the Regional Behavioral Health Authority (RBHA).
17. **Involuntary Commitment:** The term for the process by which, or period in which, a person is held against his will by an Evaluation Agency for Examination or Evaluation to determine whether the person requires ongoing behavioral health treatment ordered by the Court.
18. **Least Restrictive Environment:** The treatment plan and setting that infringe in the least possible degree with the Proposed Patient's right to liberty and that are consistent with providing needed treatment in a safe and humane manner. See ARS 36-501.
19. **Post Evaluation Period (PEP) :** Inpatient days a Proposed Patient is involuntarily housed in a hospital setting following the COE period and prior to their hearing because the Proposed Patient is not willing or able to voluntarily receive treatment and is considered to remain a danger to himself or others and not safe for discharge.
20. **Petition:** An official request filed with the Court; for purposes of this contract, a request made to the Court seeking either the Court's order to perform evaluations on a Proposed Patient, or to hold a hearing to determine whether ongoing behavioral health treatment of a Proposed Patient should be ordered by the Court.
21. **Proposed Patient:** A person for whom an application for evaluation has been made or a petition for court-ordered evaluation has been filed. See ARS 36-501.
22. **Provider:** Any Hospital, Evaluation Agency, Institute for Mental Diseases (IMD), physician, or ambulance agency that provides qualifying services pursuant to this Agreement.
23. **Psychiatric Resident (Medical):** A physician who has completed medical school and internship and is now receiving training in a specialized field of medicine, especially as it applies in this context to ARS 35-501 (12) (a) (i).
24. **Resident; Resided; Residence (Geographical):** A Resident of Pima County is a person who maintains and lives in a place of abode in Pima County, as may be evidenced by payment of property taxes, rent, or utilities associated with such an abode, and who has lived or intends to continue living in Pima County for an indefinite period of time; lived in and maintained a place of abode, a dwelling place, or home, as may be evidenced by a mortgage, lease, or rental agreement.

25. **Transfer:** Refers to the movement of a Proposed Patient from one facility to another, even if within the same provider. Moving a Proposed Patient from the Emergency Department to the inpatient behavioral health unit for COE constitutes a transfer as well as movement from one hospital or other facility to another completely separate evaluation agency.
26. **Utilization Management:** For purposes of this contract, either a concurrent or retrospective review or both of claims for services or processes related to provision of services under ARS 36-501 et seq. to assess compliance with statute, appropriate payment of claims, or efficiency or effectiveness of processes applicable to service provision.

(Remainder of this page intentionally left blank)