

# MEMO



## Pima County Department of Institutional Health

**To:** C. H. Huckelberry, County Administrator  
**Via:** Jan Leshner, Deputy County Administrator – Medical and Health Services  
**From:** Garrett L Hancock, Interim Director  
**Date:** June 12, 2013  
**Subject:** Contracts for BOS Addendum June 18, 2013

DIH seeks your approval to place two contracts and one IGA on the Board Addendum for Tuesday, June 18, 2013.

CPSA Involuntary Commitment Contract Amendment (12\*292) – The attached contract amendment extends by one year the existing Agreement between Pima County and Community Partnership of Southern Arizona (CPSA) for CPSA to **administer and coordinate the provision and payment of civil commitment services required of Pima County** under Arizona Revised Statutes Title 36-501 et seq. **The current agreement expires June 30.** CPSA originally asked for an increase in funding over last year, however, subsequent negotiations and meetings with CPSA and Palo Verde Hospital indicated that better reconciliation of paid hospital days is needed between Palo Verde and CPSA before any increase can be considered by the County, and **therefore, no increase was approved and this amendment is for the same amount as the current year's funding, which is \$4,922,345 annually.** Prior to implementation of this contract in 2010, Pima County used to spend \$7-8 Million annually for this mandated service, which is **a County mandate pursuant to ARS 36-545.04.** **This funding is budgeted in FY14 in the Office of Medical Services Department, Office of Behavioral Health.**

CPSA Suboxone Contract (13\*0833) – The attached contract for provision of certain clinical and support services to opioid-addicted arrestees is a collaboration between Pima County Office of Behavioral Health and Pima County Adult Probation, and will be paid for using funds allocated for the **Pima County/Department of Justice settlement** requiring Pima County to spend \$1 Million over a five year period in substance abuse issues related to the criminal justice system. This contract was originally set to go, and then reconsidered by the County Attorney due to jurisdictional HIPAA requirements related to arrestees not in the custody of the Sheriff but under the supervision of Adult Probation. Some contracts terms in that regard were changed and had to be reviewed by Adult Probation and CPSA, resulting in a delay. **This Contract goes retroactive to May 1, 2013.** Pima County is obligated to provide this funding pursuant to the DOJ Settlement Agreement. **The not to exceed amount of this Contract is \$150,000 over a 14 month period,** subject to referrals from Adult Probation, and is approximately the amount needed, in addition to other funding already in place, **to satisfy the DOJ settlement agreement by the end of FY2014, when it is due to expire.** **This funding is budgeted in FY14 in the Office of Medical Services Department, Office of Behavioral Health.**

ADHS IGA Amendment (12\*287) – this is an amendment to the existing IGA with Arizona Department of Health Services **requiring Pima County to contribute funding in the amount of \$3,064,936 annually related to the Seriously Mentally Ill behavioral health system pursuant to ARS-11-297.A.2,** resulting from the implementation of Proposition 204 in 2001. **The current agreement expires June 30.** ADHS took over two months to return the signed document to us. This funding is mandated. **This funding is budgeted in FY14 in the Office of Medical Services Department, Office of Behavioral Health.**

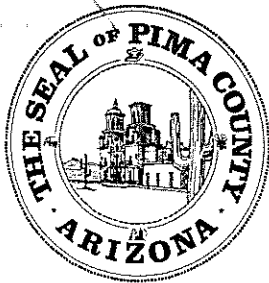
We are requesting your authorization to place these contracts/amendments on the Board of Supervisors addendum for June 18, 2013.

Approved: ✓

Not Approved: \_\_\_\_\_

C. H. Huckelberry  
C. H. Huckelberry, County Administrator

6/13/13  
Date



Contract Number: CT-IH-12\*292-03  
Effective Date: 6-30-13  
Term Date: 6-30-14  
Cost: \$4,922,345.-  
Revenue: \_\_\_\_\_  
Total: \_\_\_\_\_ NTE: \_\_\_\_\_  
Action: \_\_\_\_\_  
Renewal By: 4-1-14  
Term: 6-30-14  
Reviewed by: UX

## **BOARD OF SUPERVISORS AGENDA ITEM SUMMARY**

Requested Board Meeting Date: **June 18, 2013**

### **ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:**

This is a one-year extension (Amendment 3) to an existing contract between Pima County and Community Partnership of Southern Arizona (CPSA) for CPSA to administer and coordinate the provision and payment of civil commitment services required of Pima County under Arizona Revised Statutes Title 36-501 et seq.

This contract, which began July 1, 2010, links the administration of civil commitment services to the designated Regional Behavioral Health Authority contracted by the State of Arizona to coordinate mental health services in Pima County. The goals of this partnership are a greater cohesion in the continuum of care for this at-risk population, greater advocacy and intervention on the front end of the involuntary commitment process, and more individuals being offered alternative treatment venues other than an involuntary commitment setting. Pima County funding for this contract to date has proceeded precisely at levels specified in the contract.

Procure Dept 06/12/13 PM03:30

CONTRACT NUMBER (If applicable): **07-65-C-143111-0710 / CT IH 12\*292**

STAFF RECOMMENDATION(S): **APPROVAL**

CORPORATE HEADQUARTERS: TUCSON, ARIZONA

To: CHH - 6-13-13  
COB - 6-13-13  
Agenda - 6-18-13  
Addendum (3)

CLERK OF BOARD USE ONLY: BOS MTG. \_\_\_\_\_

ITEM NO. \_\_\_\_\_

PIMA COUNTY COST: \$ 4,922,345 and/or REVENUE TO PIMA COUNTY: \$

FUNDING SOURCE(S): GENERAL FUND

**Advertised Public Hearing:**

	<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO
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**Board of Supervisors District:**

1	<input type="checkbox"/>	2	<input type="checkbox"/>	3	<input type="checkbox"/>	4	<input type="checkbox"/>	5	<input type="checkbox"/>	All	<input type="checkbox"/>
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**IMPACT:**

**IF APPROVED:** Pima County will have in place an agreement for CPSA to continue to administer and coordinate the provision of civil involuntary commitment services required of Pima County under Arizona Revised Statutes, Title 36-501 et seq., and by linking such services to the State-designated Regional Behavioral Health Authority for Pima County, should continue to demonstrate service enhancements, improvement in the continuum of care, and redirection as appropriate to alternative treatment venues for this population other than an involuntary commitment setting.

**IF DENIED:** Pima County will have no agreement for CPSA administration of involuntary commitment services, and opportunities for greater integration into the CPSA behavioral health system and continuum of care, as well as opportunities for alternative treatment settings for this population will not be realized. Pima County would have to re-assume administration and payment of these services, losing the benefit of the defragmentation of the behavioral health system afforded by this Agreement.

DEPARTMENT NAME: INSTITUTIONAL HEALTH

CONTACT PERSON: GARRETT L HANCOCK

TELEPHONE NO.: 243-7833

<b>ORIG. CONTRACT TERM:</b> 07/01/2010 - 06/30/2011	<b>ORIG. CONTRACT AMOUNT:</b>	\$ 4,922,519
<b>TERMINATION DATE PRIOR AMENDMENT:</b> 06/30/2013	<b>PRIOR AMENDMENTS:</b>	\$ 9,721,339
<b>TERMINATION THIS AMENDMENT:</b> 06/30/2014	<b>AMOUNT THIS AMENDMENT:</b>	\$ 4,922,345
	<b>REVISED CONTRACT AMOUNT:</b>	\$19,566,203

**REPLACE: THE FOLLOWING EXHIBITS:**

- EXHIBIT A: SCOPE OF SERVICE - 07/01/2012 (5 pages)
- EXHIBIT B: COMPENSATION - 07/01/2012 (3 pages)
- EXHIBIT C: BUSINESS ASSOCIATE AGREEMENT (4 pages)
- EXHIBIT D: REPORTING - 07/01/2012 (21 pages)
- EXHIBIT E: GLOSSARY - 07/01/2012 (4 pages)

**WITH: THE FOLLOWING EXHIBITS ATTACHED HERETO:**

- EXHIBIT A: SCOPE OF SERVICE - 07/01/2013 (5 pages)
- EXHIBIT B: COMPENSATION - 07/01/2013 (3 pages)
- EXHIBIT C: BUSINESS ASSOCIATE AGREEMENT – 07/01/13 (4 pages)
- EXHIBIT D: REPORTING - 07/01/2013 (21 pages)
- EXHIBIT E: GLOSSARY - 07/01/2013 (4 pages)

The effective date of this Amendment shall be June 30, 2013.

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

(The remainder of this page is intentionally left blank.)

IN WITNESS THEREOF, the parties have affixed their signatures to this Amendment on the dates written below.

**APPROVED:**

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Date

**ATTEST**

\_\_\_\_\_  
Clerk of Board

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

Paul J. Pines  
Deputy County Attorney

6-12-13  
Date

**CONTRACTOR:**

Charles Andrade, CFO for Neal Cash  
Signature

Charles Andrade, Chief Financial Officer  
Name and Title (Please Print)

6/10/13  
Date

## EXHIBIT A: SCOPE OF SERVICE – 07/01/2013

CONTRACTOR will provide County-wide administration and oversight of Pima County's statutory responsibilities set forth in Arizona Revised Statutes Title 36, Chapter 5, Article 4, Court-Ordered Evaluations (COE). In addition, until the Court is available for the involuntary commitment process seven days a week, CONTRACTOR will administer payments from the Post Evaluation Period (PEP) allocation from Pima County for up to four days after the petition for court-ordered treatment is filed for patients detained in an inpatient facility pursuant to A.R.S. §36-535. In performing its obligations under this Contract, CONTRACTOR must, at a minimum, perform or cause the following services to be performed:

### 1. Coordination of Court Ordered Evaluation (COE) Services.

#### 1.1 General Transfer Principles.

Coordination of transfer of Proposed Patients from the Crisis Response Center, area hospitals and the Pima County Adult Detention Complex (PCADC) to the Preferred Provider (Hospital Operator) or other Evaluation Agencies will follow an algorithm approved by the COUNTY to determine the priority and appropriateness of the transfer and the order in which Evaluation Agencies will be called for transfer. The algorithm must include the following principles:

- 1.1.1 Requests from hospitals that are not licensed to provide evaluation services are to be given priority over transfer requests from Evaluation Agencies.
- 1.1.2 Proposed Patient must be medically stable for transfer.
- 1.1.3 Placement at the Preferred Provider's facility is the first choice for placement unless there are mitigating logistical, payer, or time constraint issues that make transfer infeasible, in which case CONTRACTOR will document the reason for not using the Preferred Provider.
- 1.1.4 If no beds are available when the next Evaluation Agency is called for a transfer, other Evaluation Agencies will be called. If no Evaluation Agency has an appropriate bed available at the time of the transfer request, calls to Evaluation Agencies will continue until the Proposed Patient is assigned a bed for transfer.
- 1.1.5 CONTRACTOR will authorize inpatient admission for COE only when clinically indicated.

#### 1.2. Bed Tracking, Community Communication and Referral Services.

- 1.2.1 Widely publicize the phone number at which area health care providers, including hospitals, nursing homes, behavioral health providers, and law enforcement agencies (collectively the "Community") may speak with CONTRACTOR or its representative to obtain assistance with Proposed Patient transfers on a 24 hour per day, seven day per week basis.
- 1.2.2 Monitor Evaluation Agency bed availability throughout the day.
- 1.2.3 Assist members of the Community to locate available psychiatric beds for use by Proposed Patients.
- 1.2.4 Implement an expeditious process for transferring Proposed Patients between facilities.



- 1.2.5 If inpatient admission is not appropriate, assist providers, law enforcement and emergency services personnel to identify appropriate placements for individuals who are in crisis.
- 1.2.6 Coordinate with the staff of the Pima County Adult Detention Complex (PCADC) to transfer to the CRC or the Preferred Provider's facility patients that have been released from custody of PCADC, but remain under Court Ordered Evaluation or Petition for Court Ordered Treatment.

1.3 Integration of existing behavioral health crisis services and expansion of outpatient COE alternatives.

- 1.3.1 CONTRACTOR shall continue to coordinate and integrate COE and their crisis services, including those of the Preferred Provider, with the full continuum of care to assure use of the least restrictive environment available, as clinically indicated, and minimize the inappropriate use of emergency departments and detention centers for adults in crisis.
- 1.3.2 CONTRACTOR will work toward development of an outpatient COE program using resources of the Preferred Provider, if available. CONTRACTOR will assist the Preferred Provider, if available, or other providers in the development of this program by providing access to CONTRACTOR's extensive knowledge and available resources.

1.4 Provide training and education to physicians and administrative personnel at Evaluation Agencies.

CONTRACTOR shall periodically offer to, encourage participation from, and provide to appropriate staff at Evaluation Agencies and other area hospitals, opportunities for in-service and/or off-site training and technical assistance regarding the involuntary commitment process as appropriate. Such training/technical assistance may include, but is not limited to:

- 1.4.1 State laws that govern the process of involuntary commitment;
- 1.4.2 Training by the Pima County Attorney's Office on paperwork, proper courtroom testimony and decorum and Pima County's process;
- 1.4.3 Utilization management;
- 1.4.4 Billing / claims processing; and
- 1.4.5 Contract compliance

The quarterly narrative report which CONTRACTOR will submit to COUNTY will include a summary of training activities and insights, including any perceived training deficiencies at Evaluation Agencies.

**2. CONTRACTOR's Provider Manual**

CONTRACTOR will provide to COUNTY, for COUNTY's review and approval, which shall not be unreasonably withheld, any proposed revisions they may have to those provisions of its Provider Manual relating to the services provided under this Contract. The draft revised manual will be presented to

COUNTY in a "track changes" document. Within 15 days of COUNTY approval CONTRACTOR will distribute to all Evaluation Agencies and COUNTY the final amended Provider Manual.

At a minimum, CONTRACTOR's Provider Manual must reflect the following COUNTY requirements:

2.1. A.R.S. Title 36, Chapter 5 related duties:

CONTRACTOR must endeavor to cause services provided pursuant to this Contract to be provided in the least restrictive setting appropriate and possible, as clinically indicated, with the opportunity for a Proposed Patient to participate in their evaluation and treatment on a voluntary basis. Accordingly CONTRACTOR will require Evaluation Agencies providing services on an inpatient basis to:

- 2.1.1. Document that a physician or mid-level practitioner sees and assesses patients on a daily basis, including weekends and holidays, to determine whether Proposed Patients continue to require involuntary commitment;
- 2.1.2. Ensure that psychiatric staff engage in treatment methods that appropriately seek opportunities to discontinue the use of the involuntary evaluation process and refer individuals to appropriate and available follow-up care upon discharge;
- 2.1.3. Verify, together with the CONTRACTOR, using CONTRACTOR's utilization management process, which will be updated and incorporated into the CONTRACTOR's Provider Manual as approved by the COUNTY, that for each involuntary inpatient admission no other patient disposition or site of service was clinically appropriate and available; and
- 2.1.4. Coordinate with CONTRACTOR's Comprehensive Service Providers (CSPs) who will provide input to and facilitate discharge planning from the Evaluation Agencies as relates to the COE process.

2.2. Claims and Payment

- 2.2.1 CONTRACTOR will administer funds and develop processes with the aim of reducing involuntary inpatient hospitalization that is not clinically indicated. CONTRACTOR's compensation is based on a predetermined not to exceed amount (shown in **Exhibit B**) serving as total COUNTY payment for all valid COE services and PEP days and includes funds for:
  - 2.2.1.1 Reimbursement of Evaluation Agencies for a COE period of up to four days for the inpatient COE period;
  - 2.2.1.2 Until the Court is available for the involuntary commitment process seven days a week, reimbursement of hospital facility charges for PEP days, at the rate set forth in **Exhibit B: Compensation – 07/01/2013**, for up to four calendar days for patients that do not have a payer and are incapable of payment. The maximum reimbursement for the involuntary inpatient period is eight calendar days (up to four COE days plus up to four PEP days);

2.2.1.3 Reimbursement of up to two (2) evaluations by two different physicians or psychiatrists, one of whom may be a resident, consistent with ARS §36-501, and billed under Current Procedural Terminology (CPT) Codes 90791 and/or 90792 – psychiatric interview; and

2.2.1.4 Transportation for purpose of accomplishing a transfer.

2.2.2 CONTRACTOR will process all COE and PEP claims to include hospital, physician, and transportation services for dates of service of July 1, 2010 through the termination date of this Contract, including continued receipt, adjudication, payment, and reporting of claims with dates of service through the termination date of this Contract pursuant to the claim submission timelines and requirements expressed in its Provider Manual.

Evaluation Agencies must review and process all evaluation paperwork to ensure complete and accurate filing in the timelines specified by Pima County Attorney's Office (PCAO). CONTRACTOR will require Providers to comply with PCAO and Court deadlines, promptly respond to PCAO requests for information and, make court appearances as requested.

### 2.3 Coordination of benefits

2.3.1 The Provider shall verify to CONTRACTOR's satisfaction that no payer other than the COUNTY exists. Verification is to include examination of patient/family information to determine if the patient is any of the following:

2.3.1.1 Employed;

2.3.1.2 Medicaid eligible;

2.3.1.3 Medicare eligible;

2.3.1.4 Covered by commercial or private insurance; and/or

2.3.1.5 Indian Health Services eligible.

2.3.2 CONTRACTOR will verify the Provider has exhausted all appeals of claims denied by payers prior to payment from COUNTY funds.

2.3.3 CONTRACTOR will require Provider to submit verification of payment eligibility to ensure that patient is a Pima County or out-of-state resident, and is at least 18 years of age.

### 2.4 Denials

CONTRACTOR may deny claims if the Provider does not adhere to the requirements listed previously and for any of the following reasons:

2.4.1 Claims submitted for medical services provided to Proposed Patients;

2.4.2 Provider bills for services to Proposed Patients after their status changed to voluntary;

- 2.4.3 Dismissal of petition due to physicians performing evaluations after the statutory timelines, including payments for evaluation and inpatient day(s) associated with the hospitalization;
- 2.4.4 Dismissal of a Petition for Court Ordered Treatment due to physician's unavailability at the date, time and place of hearing;
- 2.4.5 Failure to file complete petitions with the PCAO within the timeframe set forth by PCAO;
- 2.4.6 Failure to file signed, legible evaluation paperwork that provides detail and specificity to meet statutory requirements; or
- 2.4.7 Failure to document that a physician or mid-level practitioner sees and assesses patients on a daily basis, including weekends and holidays, to determine whether Proposed Patients continue to require involuntary commitment.

#### 2.5 Payment in Full

CONTRACTOR must include the following language, in its Provider Manual and any subcontractor agreements relating to the services of this agreement: *"Notwithstanding HOSPITAL's usual and customary billed or posted charges, payment received by HOSPITAL from other payers and (CONTRACTOR) for services under this agreement related to the period covered by Court Ordered Evaluation and/or PEP days will be construed as payment in full for those services and HOSPITAL will not bill or otherwise request payment for such services from the Proposed Patient or Pima County."*

### 3. Management and Reporting.

- 3.1 CONTRACTOR must perform utilization review and utilization management.
- 3.2 CONTRACTOR must demonstrate the use of a quality management process tracking quality indicators established by CONTRACTOR in consultation with Pima County's Behavioral Health Administrator.
- 3.3 CONTRACTOR shall exhibit continuous process improvement and will regularly report thereon to Pima County's Behavioral Health Administrator, in addition to specific performance reporting on volume and percentage of patients who go voluntary and petitions dropped prior to court hearing.
- 3.4 CONTRACTOR will provide reports as specified in **Exhibit D: Reporting – 07/01/2013**, beginning August 31, 2013 for the period beginning July 1, 2013.
- 3.5 COUNTY reserves the right to audit any process or data resulting from provision of services pursuant to this contract and to request of CONTRACTOR reports or data compilation as COUNTY deems necessary.

## EXHIBIT B: COMPENSATION – 07/01/2013

In consideration of the services specified in this Contract, the COUNTY agrees to pay CONTRACTOR as follows:

### 1. Invoicing and Payment

- 1.1 COUNTY will remit to CONTRACTOR by July 15, 2013 a base payment in the amount of \$750,000 to be used as a fund for payment of costs and services provided July 1, 2013 through June 30, 2014 pursuant to this Agreement.
- 1.2 On or before the last day of each month, beginning in August 2013, CONTRACTOR will submit to COUNTY an invoice delineating amounts paid by CONTRACTOR during the preceding month for services provided pursuant to this Agreement, together with supporting documentation, in a format acceptable to COUNTY.
- 1.3 COUNTY will review CONTRACTOR's invoice and documentation, and remit to CONTRACTOR within two weeks of receipt of the invoice any amounts of the invoice undisputed by COUNTY.
- 1.4 COUNTY will respond to CONTRACTOR within two weeks of invoice submission regarding any amount of the invoice disputed by COUNTY, together with the reason for the dispute.
- 1.5 CONTRACTOR will work with COUNTY to justify, to the satisfaction of COUNTY, any disputed amounts.
- 1.6 Any such approved amounts that were initially disputed by COUNTY will be paid to CONTRACTOR as an addition to the next scheduled monthly payment.
- 1.7 Until CONTRACTOR is able to justify to the satisfaction of COUNTY any amounts invoiced that were disputed by COUNTY, such amounts will not be payable to CONTRACTOR by COUNTY.
- 1.8 As a condition of payment, CONTRACTOR will submit reports as required in **Exhibit D: Reporting – 07/01/2013** with or prior to each regular monthly invoice.
- 1.9 Total funding under this agreement will not exceed \$4,922,345 for dates of service or costs paid for the period of July 1, 2013 through June 30, 2014.
- 1.10 Such monthly remits to CONTRACTOR by COUNTY as described in Numbers 1.3 and 1.6 above will continue until the total available funds indicated in Number 1.9 above are exhausted, or until all claims and costs for the period of July 1, 2013 through June 30, 2014 have been resolved, but in no case will any such claims be paid by CONTRACTOR later than December 31, 2014.
- 1.11 After CONTRACTOR has paid all costs and claims for services provided through June 30, 2014 pursuant to this Agreement, in accordance with CONTRACTOR's allowable claims submission timelines, but in no case later than December 31, 2014, CONTRACTOR will provide to COUNTY a final reconciliation of funds paid to and spent by CONTRACTOR pursuant to this Agreement, which will include CONTRACTOR's profit, if applicable. Such reconciliation will be completed and submitted to COUNTY by January 31, 2015. COUNTY will respond within two weeks of submission of reconciliation to CONTRACTOR regarding any amount(s) of the reconciliation disputed by COUNTY, together with the reason for the dispute, and CONTRACTOR will work with COUNTY to justify, to the satisfaction of COUNTY, any disputed amounts. If the final reconciliation indicates a surplus of funds remitted to CONTRACTOR by COUNTY, CONTRACTOR will be entitled to draw down up to 4% of the total not-to-exceed amount of this Agreement as profit from the surplus funds, up to

a maximum of either the amount of the surplus funds, or 4% of the total not-to-exceed amount of this Agreement, whichever is less. For each business day delay in submission of the final reconciliation due to COUNTY by January 31, 2015, CONTRACTOR will pay to COUNTY a liquidated damage of \$1000 per business day out of CONTRACTOR's funds unrelated to this Agreement, which will be invoiced by COUNTY to CONTRACTOR upon receipt of the final reconciliation.

- 1.12 In the event that this Agreement is terminated by either party prior to the scheduled expiration date, CONTRACTOR will pay claims and costs under this Agreement in accordance with CONTRACTOR's allowable claims submission timelines, but in no case later than 180 days following the date of termination, after which CONTRACTOR will provide to COUNTY within the subsequent 60 days a final reconciliation of funds paid to and spent by CONTRACTOR pursuant to this Agreement.
- 1.13 If any surplus funds remain after CONTRACTOR's allocation for profit, CONTRACTOR will submit to COUNTY by March 31, 2015, for COUNTY's approval, a proposal, consistent with the system improvement and enhancement objectives set forth in Article II, to utilize such surplus funds as a reinvestment in the county-wide behavioral health system and infrastructure of which COUNTY and CONTRACTOR are primary stakeholders.
- 1.14 Any funds in excess of those required to implement COUNTY-approved system improvements or enhancements will be returned to COUNTY within sixty days of submission to COUNTY of the final reconciliation. With respect to final reconciliation of funds paid to and spent by CONTRACTOR for any period in which the Agreement was terminated prior to the scheduled termination date, CONTRACTOR will, at COUNTY's direction, either return any remaining funds to COUNTY or utilize them to develop and implement system improvements or enhancements as indicated in Article II.
- 1.15 COUNTY and CONTRACTOR agree that in the event that any material change in governing laws, rules, regulations, or policies impacts compensation or scope of service under this Agreement, the Parties will meet to assess the impact of such change and work to negotiate a resolution thereto as appropriate.

## **2. Payment Amounts**

- 2.1 Until such time as the Court is available for the involuntary civil commitment process seven days a week, COUNTY will set aside funds for the Post Evaluation Period (PEP) inpatient days as shown in Number 3, Budget, to be used to reimburse evaluating hospitals for up to four Post Evaluation Period days at a sub-acute rate negotiated by CONTRACTOR.
- 2.2 COE inpatient days and fees for physician services will be reimbursed at rates negotiated by CONTRACTOR.

### 3. Budget

Funding Category		FY 2013-14
Hospital inpatient days - COE	\$	3,155,904
Physician evaluations	\$	140,489
Transportation for COE patients	\$	251,890
Subtotal Claims Payments - COE	\$	3,548,283
PEP Inpatient Days	\$	134,626
Call coordination center	\$	344,841
Transportation NT19 for dropped petitions	\$	20,000
Direct staff and direct operating	\$	505,419
Subtotal Program Expense	\$	870,260
Corporate Allocation (Not to Exceed 7.5% of Total)	\$	369,176
TOTAL NOT TO EXCEED AMOUNT	\$	4,922,345

- 3.1 Corporate Allocation will be paid based on actual expense or an allocation methodology acceptable to the COUNTY, up to 7.5% of total expenses approved year to date.
- 3.2 Expenses that exceed 10% of the budgeted sub-total amounts for each of: Claims Payments, the PEP Inpatient Days, and Program Expenses will require written approval from COUNTY prior to reimbursement
- 3.3 No expenses will be reimbursed for PEP Inpatient Days with dates of service after the Court is available for the involuntary civil commitment process seven days a week. Any funds remaining in the fund for PEP Inpatient Days will be retained by COUNTY to offset expenses associated with holding Court seven days a week.
- 3.4 No expenses above the Total Not to Exceed Amount will be reimbursed.

EXHIBIT C: BUSINESS ASSOCIATE AGREEMENT – 07/01/13 (4 pages)

WHEREAS, COUNTY entered into this Agreement on behalf of its Office of Behavioral Health, which is a “covered entity” as defined in 45 CFR §160.103; and,

WHEREAS, COUNTY has determined that Community Partnership of Southern Arizona (CONTRACTOR) is a “business associate” of COUNTY as defined in 45 CFR §160.103; and,

WHEREAS, the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E require that an agreement be entered into specifying the ways in which CONTRACTOR is permitted to use and disclose protected health information which is provided by COUNTY;

NOW, THEREFORE, CONTRACTOR agrees to comply with and be bound by the following Business Associate Agreement provisions:

**1. Definitions.** Terms used, but not otherwise defined in this Appendix shall have the same meaning as those terms in 45 CFR Parts 160 and 164 as currently drafted or subsequently amended.

1.1 “Business associate” means Community Partnership of Southern Arizona

1.2 “Covered entity” means COUNTY’S Office of Behavioral Health

1.3 “HIPAA Rules” means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

1.4 “HITECH” means the provisions of the Health Information Technology for Economic and Clinical Health Act enacted on February 17, 2009 as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA) (PL 111-5).

1.5 “Individual” has the same meaning as the term “individual” in 45 CFR §164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

1.6 “Minimum necessary” means the standard as set forth in 45 CFR §164.502(b).

1.7 “PHI” means “protected health information” the term is defined in 45 CFR 164.501, limited to the information created or received by the business associate from or on behalf of the covered entity.

1.8 “Privacy Rule” means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

1.9 “Security Rule” means the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 164, subpart C.

**2. Permissive uses of PHI by business associate.**

2.1 Services. Except as otherwise specified herein, business associate may make only those uses of PHI necessary to perform its obligations under the Agreement provided that such use or disclosure would not violate the HIPAA Rules if done by the covered entity. All other uses not authorized by this Appendix are prohibited, unless agreed to in writing by COUNTY.

2.2 Activities. Excepts as otherwise limited in this Appendix, business associate may:



2.2.1 Use the PHI for the proper management and administration of the business associate and to fulfill any present or future legal responsibilities of business associate provided that such uses are permitted under State and Federal confidentiality laws.

2.2.2 Disclose the PHI to a third party for the proper management and administration of the business associate, provided that:

2.2.2.1 Disclosures are required by law; or

2.2.2.2 Business associate obtains reasonable assurances from the third party that the PHI will remain confidential and not be used or further disclosed except as required by law or for the purpose for which it was disclosed to that third party and the third party notifies the business associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

### **3. Obligations of business associate with respect to PHI.**

3.1 With regard to use and disclosure of PHI provided by covered entity, business associate agrees not to use or further disclose PHI other than as permitted or required by this Appendix or as required by law.

3.2 With regard to use and disclosure of PHI provided by covered entity, business associate further agrees to:

3.2.1 Use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Appendix;

3.2.2 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 Appendix;

3.2.3 Report to covered entity, in writing, any use or disclosure of PHI not permitted or required by this Appendix of which it becomes aware within fifteen (15) days of business associate's discovery of such unauthorized use or disclosure;

3.2.4 Ensure that any agent, including a subcontractor, to whom business associate provides PHI agrees in writing to the same restrictions and conditions on use and disclosure of PHI that apply to business associate;

3.2.5 Make available all records, books, agreements, policies and procedures relating to the use or disclosure of PHI to the Secretary of HHS for purposes of determining compliance with the HIPAA Rules, subject to applicable legal privileges;

3.2.6 Make available, within seven (7) days of a written request, to covered entity during normal business hours at business associate's offices all records, books, agreements, policies and procedures relating to business associate's use or disclosure of PHI to enable covered entity to determine business associate compliance with the terms of this Appendix;

3.2.7 Provide access to PHI to the covered entity or the individual to whom PHI relates at the request of and in the time and manner chosen by covered entity or the individual to meet the requirements of 45 CFR § 164.524;

3.2.8 Make any amendment(s) to PHI that covered entity directs pursuant to 45 CFR §164.526;

3.2.9 Provide, within fifteen (15) days of a written request, to covered entity such information as is requested by covered entity to permit covered entity to respond to a request by an individual for an accounting of the disclosures of the individual's PHI in accordance with 45 CFR §164.528; and

3.2.10 Disclose to subcontractors, agents or other third parties, and request from covered entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted under the Agreement.

3.3 With regard to securing PHI provided by covered entity, business associate agrees to comply with the requirements for business associates established by the HIPAA Rules and such modifications or additions to the Security Rule as may be established by the Secretary of the U.S. Department of Health and Human Services related to the HIPAA Rules.

### **4. Term and Termination.**

4.1 Term. This Appendix shall become effective on July 1, 2013 and shall continue in effect until all obligations of the Parties have been met, unless the Agreement is terminated as provided in Article XV – Termination, or as provided in this Section 4.

4.2 Termination by County. Upon COUNTY'S knowledge of a material breach or violation of the terms of this Appendix by business associate COUNTY, in its sole discretion, may:

4.2.1 Immediately terminate the Agreement; or,

4.2.2 Provide business associate with an opportunity to cure the breach or violation within the time specified by COUNTY. If business associate fails to cure the breach or end the violation within the time specified by COUNTY, then COUNTY will either:

4.2.2.1 Terminate the Agreement; or,

4.2.2.2 If COUNTY determines termination is not feasible, report the breach or violation to the Secretary of HHS.

4.3 Effect of termination.

4.3.1 Upon termination of the Agreement, for any reason, business associate agrees to return or destroy all PHI, if it is feasible to do so, and retain no copies thereof. Return or destruction shall occur within 60 days of the termination of the Agreement. Business associate shall, upon return or destruction of PHI, provide written attestation to COUNTY that all PHI held by business associate has been returned to COUNTY or has been destroyed.

4.3.2 Business associate further agrees to recover any PHI in the possession of its subcontractors, agents or third parties to whom business associate has provided PHI and return or destroy such PHI within the 60 days after termination of the Agreement. Business associate shall, upon return or destruction of PHI, provide written attestation to COUNTY that all PHI held by business associate has been returned to COUNTY or has been destroyed.

4.3.3 If return or destruction of PHI is not feasible, business associate shall:

4.3.3.1 Notify covered entity in writing of the specific reasons why the business associate has determined it is infeasible to return or destroy the PHI;

4.3.3.2 Agree to extend any and all protections, limitations, and restrictions contained in this Appendix to business associate use, disclosure, security, breach notification and enforcement of any PHI retained after the termination of this Agreement; and

4.3.3.3 Agree to limit any further uses and disclosures to those allowed under the HIPAA Rules for the purposes that make the return or destruction of PHI infeasible.

4.3.4 If it is not feasible for business associate to obtain PHI in the possession of a subcontractor, agent, or third party to whom business associate has provided PHI, business associate shall:

4.3.4.1 Provide a written explanation to the covered entity why the PHI cannot be obtained;

4.3.4.2 Require the subcontractor, agent, or third party to agree, in writing, to extend any and all protections, limitations, and restrictions contained in this Appendix to the subcontractor's, agent's, or third party's use and disclosure of any PHI retained after the termination of this Agreement; and

4.3.4.3 Require the subcontractor, agent, or third party to agree, in writing, to limit any further uses and disclosures to those allowed under the HIPAA Rules for the purposes that make it infeasible for the business associate to obtain the PHI.

**5. Miscellaneous.**

5.1 Survival. Sections 4.3 and 2.1 solely with respect to PHI retained by the business associate in accordance with Section 4.3(c) and 4.3 (d), shall survive the termination of the Contract for services between COUNTY and CONTRACTOR .

5.2 Superceding Effect. Should the terms of this Appendix conflict with the terms of the Agreement, the terms providing for more stringent protections of PHI shall apply. Nothing contained in this Appendix shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements, or limitations of the Agreement other than as stated above in this Appendix.

## EXHIBIT D: REPORTING – 07/01/2013

1. CONTRACTOR must submit, in a format acceptable to COUNTY, reports for the previous month, according to the Report Schedule set forth below:
  - 1.1 By the last business day of the following month, an invoice and financial reports required for COUNTY to make payments and perform quality assurance functions on the claims process per the sample report formats attached and listed below as financial reports.
  - 1.2 By the last business day of the following month, program and utilization data per the sample report formats attached and listed below as program reports.
  - 1.3 On a quarterly basis, by the last business day of the month following the quarter's end (January, April, July, and October), a narrative report which includes, at a minimum:
    - 1.3.1 Summary and analysis of utilization data, identifying trends and patterns year to date and, to the extent possible, comparing current activity to previous years;
    - 1.3.2 Description of training activities and identification of training needs not met by the community;
    - 1.3.3 Summary of executive meetings with evaluation agencies;
    - 1.3.4 Process improvement; and
    - 1.3.5 Insight and recommendations.
2. Sample report formats are included in this exhibit as follows:
  - 2.1 Financial Reports
    - Report A: Invoice
    - Report B: Budget vs. Actual Expense
    - Report C: Encounter Reporting – Summary, by Evaluation Agency, and Claim Detail
    - Report D: Claim Reconciliation
    - Report E: Hospital Lag Schedule
  - 2.2 Program Reports
    - Report F: COE Volume and Disposition Report–Summary and by Evaluation Agency
    - Report G: Emergency Applications – Volume and Disposition Report
    - Report H: Referral and Transfer of COE Patients – Summary and Detail
    - Report I: \*Discontinued\*
    - Report J: Crisis Services at the CRC – Youth, Adults, Subacute and Call Center
3. CONTRACTOR will not refuse reasonable requests for additional information from the COUNTY.



Exhibit D  
Report A - Invoice

4575 E. Broadway Blvd.  
Tucson, Arizona 85711

(520) 325-4268  
(520) 318-6925

Date: August 31, 2012  
Customer ID: PIMA COUNTY TITLE 36 CONTRACT 2012-2013

DIRECTOR  
PIMA COUNTY INSTITUTIONAL HEALTH  
3950 S. COUNTRY CLUB ROAD  
TUCSON, AZ 85714

Expenses for Month of	Description	Total Expenses for Month	Cumulative Balance YTD PAID	Remaining Contract Amount
July, 2012	Core Contractor Responsibilities As indicated in Exhibit A: Scope of Work			

Please make check payable to:  
Community Partnership of Southern Arizona

Send to the attention of:  
Accounting Department  
Community Partnership of Southern Arizona  
4575 E. Broadway Blvd.  
Tucson, AZ 85711

Prepared by \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

E mail to [DIH@pima.gov](mailto:DIH@pima.gov)

	CPSA Payments Made Month Billed	CPSA Payments Made YTD as of xx/xx/20xx	CPSA Financial Reporting YTD as of xx/xx/20xx	CPSA / Pima County Annual Budget	Financial Reporting as % Budget xx.x%
Revenue	\$ -	\$ -	\$ -	\$ 4,922,345	0.0%
Hospital Inpatient Days - COE	\$ -	\$ -	\$ -	\$ 3,155,904	0.0%
Physician Evaluations	\$ -	\$ -	\$ -	\$ 140,489	0.0%
Transportation for COE Patients	\$ -	\$ -	\$ -	\$ 251,890	0.0%
Subtotal Claims Payments - COE	\$ -	\$ -	\$ -	\$ 3,548,283	0.0%
PEP Inpatient Days	\$ -	\$ -	\$ -	\$ 134,626	
Call Coordination Center	\$ -	\$ -	\$ -	\$ 344,841	0.0%
Transportation NT19 for Dropped Petitions	\$ -	\$ -	\$ -	\$ 20,000	0.0%
CPSA Direct Staff and Direct Operating	\$ -	\$ -	\$ -	\$ 505,419	0.0%
Subtotal Program Expense	\$ -	\$ -	\$ -	\$ 870,260	0.0%
Corporate Allocation (7.5% of Total)	\$ -	\$ -	\$ -	\$ 369,176	0.0%
Total Expense	\$ -	\$ -	\$ -	\$ 4,922,345	0.0%
P/L	\$ -	\$ -	\$ -	\$ 0	

Exhibit D  
Report C - Encounter Reporting - Summary

As of:

CPSA Revenue	Jul 12	Aug 12	Sep 12	Oct 12	Nov 12	Dec 12	Jan 13	Feb 13	Mar 13	Apr 13	May 13	Jun 13	Total
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Hospital Summary</b>													
# COE Claims Received	0	0	0	0	0	0	0	0	0	0	0	0	0
# PEP Claims Received	0	0	0	0	0	0	0	0	0	0	0	0	0
Total COE Amount Billed	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total COE Amount Denied	-	-	-	-	-	-	-	-	-	-	-	-	-
Total COE Amount Paid	-	-	-	-	-	-	-	-	-	-	-	-	-
Total PEP Amount Billed	-	-	-	-	-	-	-	-	-	-	-	-	-
Total PEP Amount Denied	-	-	-	-	-	-	-	-	-	-	-	-	-
Total PEP Amount Paid	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Physician Claim Summary</b>													
Total COE Amount Billed	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total COE Amount Denied	-	-	-	-	-	-	-	-	-	-	-	-	-
Total COE Amount Paid	-	-	-	-	-	-	-	-	-	-	-	-	-
Total PEP Amount Billed	-	-	-	-	-	-	-	-	-	-	-	-	-
Total PEP Amount Denied	-	-	-	-	-	-	-	-	-	-	-	-	-
Total PEP Amount Paid	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Transportation Claim Summary</b>													
Total COE Amount Billed	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total COE Amount Denied	-	-	-	-	-	-	-	-	-	-	-	-	-
Total COE Amount Paid	-	-	-	-	-	-	-	-	-	-	-	-	-
Total PEP Amount Billed	-	-	-	-	-	-	-	-	-	-	-	-	-
Total PEP Amount Denied	-	-	-	-	-	-	-	-	-	-	-	-	-
Total PEP Amount Paid	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Paid Claim Summary</b>													
Total COE Amount Billed	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total COE Amount Denied	-	-	-	-	-	-	-	-	-	-	-	-	-
Total COE Amount Paid	-	-	-	-	-	-	-	-	-	-	-	-	-
Total PEP Amount Billed	-	-	-	-	-	-	-	-	-	-	-	-	-
Total PEP Amount Denied	-	-	-	-	-	-	-	-	-	-	-	-	-
Total PEP Amount Paid	-	-	-	-	-	-	-	-	-	-	-	-	-
Variance Between Revenue and Total Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**Exhibit D**  
**Report C - Inpatient Encounter Reporting by Evaluation Agency**

As of:

	Jul 12	Aug 12	Sep 12	Oct 12	Nov 12	Dec 12	Jan 13	Feb 13	Mar 13	Apr 13	May 13	Jun 13	Total
<b>Haven-Sonora</b>													
# COE Claims Received													0
# COD Claims Received													0
Total COE Amount Billed													\$
Total COE Amount Denied													-
Total COE Amount Paid													-
Total PEP Amount Billed													-
Total PEP Amount Denied													-
Total PEP Amount Paid													-
# Patient Admissions enrolled in AHCCCS													0
# Patient Admissions enrolled in CPFA													0
# Patient Admissions w/ only Pima Co payor													0
<b>Palo Verde</b>													
# COE Claims Received													0
# COD Claims Received													0
Total COE Amount Billed													\$
Total COE Amount Denied													-
Total COE Amount Paid													-
Total PEP Amount Billed													-
Total PEP Amount Denied													-
Total PEP Amount Paid													-
# Patient Admissions enrolled in AHCCCS													0
# Patient Admissions enrolled in CPFA													0
# Patient Admissions w/ only Pima Co payor													0
<b>UAMC - South Campus</b>													
# COE Claims Received													0
# PEP Claims Received													0
Total COE Amount Billed													\$
Total COE Amount Denied													-
Total COE Amount Paid													-
Total PEP Amount Billed													-
Total PEP Amount Denied													-
Total PEP Amount Paid													-
# Patient Admissions enrolled in AHCCCS													0
# Patient Admissions enrolled in CPFA													0
# Patient Admissions w/ only Pima Co payor													0
<b>All Evaluating Hospitals</b>													
# COE Claims Received	0	0	0	0	0	0	0	0	0	0	0	0	0
# PEP Claims Received	0	0	0	0	0	0	0	0	0	0	0	0	0
Total COE Amount Billed	0	0	0	0	0	0	0	0	0	0	0	0	0
Total COE Amount Denied	0	0	0	0	0	0	0	0	0	0	0	0	0
Total COE Amount Paid	0	0	0	0	0	0	0	0	0	0	0	0	0
Total PEP Amount Billed	0	0	0	0	0	0	0	0	0	0	0	0	0
Total PEP Amount Denied	0	0	0	0	0	0	0	0	0	0	0	0	0
Total PEP Amount Paid	0	0	0	0	0	0	0	0	0	0	0	0	0
# Patient Admissions enrolled in AHCCCS	0	0	0	0	0	0	0	0	0	0	0	0	0
# Patient Admissions enrolled in CPFA	0	0	0	0	0	0	0	0	0	0	0	0	0
# Patient Admissions w/ only Pima Co payor	0	0	0	0	0	0	0	0	0	0	0	0	0



Exhibit D  
Report C - Inpatient (Physician, Transportation) Claim Detail

As of:

Fiscal Year	Type	Status	Claim	Rendering Provider No.	Network	LOB	CISID	Last Name	First Name	DOB	Boo DOS	End DOS	Proc CD	# App Date	Date Recd	Ck Adl Date	Blind Amt	Allowed Amt	COB Amt	Contact Amt	Month	Debit Status	Yr22	Debit CD	Debit Paid	Check#
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**Exhibit D**  
**Report D - Claim Reconciliation**

As of:

<b>Haven-Sonora</b> Total Days Percentage Unbilled Rate/Value	<b>COE - CPSA/Pima County Primary</b>		<b>PEP - CPSA/Pima County Primary</b>		<b>COE Evaluations/Pro Fees</b>		Outpatient Balance
	# Authorized	# Unbilled	# Authorized	# Unbilled	Accrual	Paid	
	0	0	0	0	- \$	-	
	\$710.22	0.0%	\$309.00	0.0%		0.0%	
<b>Palo Verde</b> Total Days Percentage Unbilled Rate/Value	<b>COE - CPSA/Pima County Primary</b>		<b>PEP - CPSA/Pima County Primary</b>		<b>COE Evaluations/Pro Fees</b>		Outpatient Balance
	# Authorized	# Unbilled	# Authorized	# Unbilled	Accrual	Paid	
	0	0	0	0	- \$	-	
	\$919.78	0.0%	\$309.00	0.0%		0.0%	
<b>UAMC - SC</b> Total Days Percentage Unbilled Rate/Value	<b>COE - CPSA/Pima County Primary</b>		<b>PEP - CPSA/Pima County Primary</b>		<b>COE Evaluations/Pro Fees</b>		Outpatient Balance
	# Authorized	# Unbilled	# Authorized	# Unbilled	Accrual	Paid	
	0	0	0	0	- \$	-	
	\$839.78	0.0%	\$229.00	0.0%		0.0%	
<b>Total</b> Total Days Percentage	<b>COE - CPSA/Pima County Primary</b>		<b>PEP - CPSA/Pima County Primary</b>		<b>COE Evaluations/Pro Fees</b>		Outpatient Balance
	# Authorized	# Unbilled	# Authorized	# Unbilled	Accrual	Paid	
	0	0	0	0	- \$	-	
		0.0%		0.0%		0.0%	

Notes:

Palo Verde Hospital

**UAMC - South Campus**

Exhibit D: Reporting - 07/01/2012

**Exhibit D**  
**Report E - Hospital Lag Schedule**

As of:

Total Hospital

Service Month	Authorized Accrued \$	Month Paid												Total Paid to Date	Write-Off or Adjust.	Unpaid Accrued \$				
		Jul 12	Aug 12	Sep 12	Oct 12	Nov 12	Dec 12	Jan 13	Feb 13	Mar 13	Apr 13	May 13	Jun 13				Jul 13	Aug 13	Sep 13	Oct 13
Jul 12	200,000	10,000	35,000	55,000	50,000	5,000	2,500	1,000	1,000	1,000	1,000	-	-	-	-	-	-	-	-	38,500
Aug 12	250,000	-	7,500	25,000	30,000	28,000	20,000	22,000	8,000	5,000	3,000	2,500	-	-	-	-	-	-	-	151,000
Sep 12	370,000	-	-	10,000	15,000	30,000	25,000	18,000	12,000	5,000	2,000	1,000	1,500	-	-	-	-	-	-	250,500
Oct 12	400,000	-	-	-	20,000	30,000	45,000	35,000	25,000	15,000	10,000	8,000	7,500	6,000	-	-	-	-	-	198,500
Nov 12	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0
Dec 12	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0
Jan 13	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0
Feb 13	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0
Mar 13	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0
Apr 13	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0
May 13	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0
Jun 13	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0
Total	1,220,000	10,000	42,500	90,000	115,000	93,000	92,500	76,000	46,000	26,000	16,000	11,500	9,000	6,000	-	-	-	-	-	633,500
																				586,500

Evaluations

Service Month	Authorized Accrued \$	Month Paid												Total Paid to Date	Write-Off or Adjust.	Unpaid Accrued \$				
		Jul 12	Aug 12	Sep 12	Oct 12	Nov 12	Dec 12	Jan 13	Feb 13	Mar 13	Apr 13	May 13	Jun 13				Jul 13	Aug 13	Sep 13	Oct 13
Jul 12																				0
Aug 12																				0
Sep 12																				0
Oct 12																				0
Nov 12																				0
Dec 12																				0
Jan 13																				0
Feb 13																				0
Mar 13																				0
Apr 13																				0
May 13																				0
Jun 13																				0
Total		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Physician Fees

Service Month	Authorized Accrued \$	Month Paid												Total Paid to Date	Write-Off or Adjust.	Unpaid Accrued \$				
		Jul 12	Aug 12	Sep 12	Oct 12	Nov 12	Dec 12	Jan 13	Feb 13	Mar 13	Apr 13	May 13	Jun 13				Jul 13	Aug 13	Sep 13	Oct 13
Jul 12																				0
Aug 12																				0
Sep 12																				0
Oct 12																				0
Nov 12																				0
Dec 12																				0
Jan 13																				0
Feb 13																				0
Mar 13																				0
Apr 13																				0
May 13																				0
Jun 13																				0
Total		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Exhibit D  
Report E - Hospital Lag Schedule

As of:

Emergency Transportation

Service Month	Authorized												Month Paid												Total Paid to Date	Write-Off or Adjust.	Unpaid Accrued \$
	Jul 12	Aug 12	Sep 12	Oct 12	Nov 12	Dec 12	Jan 13	Feb 13	Mar 13	Apr 13	May 13	Jun 13	Jul 13	Aug 13	Sep 13	Oct 13	Nov 13	Dec 13									
Jul 12																				0		0					
Aug 12																				0		0					
Sep 12																				0		0					
Oct 12																				0		0					
Nov 12																				0		0					
Dec 12																				0		0					
Jan 13																				0		0					
Feb 13																				0		0					
Mar 13																				0		0					
Apr 13																				0		0					
May 13																				0		0					
Jun 13																				0		0					
Total		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0					

Total Claims Categories

Authorized Accrued \$	Month Paid												Total Paid to Date	Write-Off or Adjust.	Unpaid Accrued \$													
	Jul 12	Aug 12	Sep 12	Oct 12	Nov 12	Dec 12	Jan 13	Feb 13	Mar 13	Apr 13	May 13	Jun 13				Jul 13	Aug 13	Sep 13	Oct 13	Nov 13	Dec 13							
Jul 12	200,000	10,000	35,000	55,000	50,000	2,500	1,000	1,000	1,000	1,000	1,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	38,500	
Aug 12	250,000	-	7,500	25,000	30,000	28,000	20,000	8,000	5,000	3,000	2,500	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	99,000	
Sep 12	370,000	-	-	10,000	15,000	30,000	25,000	18,000	12,000	5,000	2,000	1,500	-	-	-	-	-	-	-	-	-	-	-	-	-	-	250,500	
Oct 12	400,000	-	-	-	20,000	30,000	45,000	35,000	25,000	15,000	10,000	7,500	6,000	-	-	-	-	-	-	-	-	-	-	-	-	-	198,500	
Nov 12	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	
Dec 12	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	
Jan 13	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	
Feb 13	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	
Mar 13	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	
Apr 13	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	
May 13	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	
Jun 13	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	
Total	1,220,000	10,000	42,500	90,000	115,000	93,000	92,500	76,000	46,000	26,000	16,000	11,500	9,000	6,000	-	-	-	-	-	-	-	-	-	-	-	-	-	586,500

- 1 - Total dollar value of the authorized, accrued \$ for services provided in a given month, including hospital, pro fees, and ambulance
- 2 - Total dollar value of the authorized, accrued \$ for services PAID in successive months for services provided in a given month, including hospital, pro fees, and ambulance
- 3 - Total dollars paid to date of the amount authorized and accrued in each respective month of service provision, including hospital, pro fees, and ambulance
  - a) Total dollar value to date of the amount written off as no longer timely or as contracted adjustment from the original amount authorized and accrued as of the month of service
- 5 - The remaining dollars not yet paid that were accrued pursuant to #1 above for a given month of service provision, including hospital, pro fees, and ambulance

## Report F - COE Volume and Disposition Report

Summary (also same format by Evaluation Agency)

FY 2012-2013														Final as of	
														Total YTD	Monthly Average
COE ADMISSIONS / OUTPATIENT															
1	Number of patients admitted on Application for Emergency Admission. (Report G, line 12)													0	-
2	Number of patients admitted on Application for Involuntary Evaluation													0	-
3	Number of patients receiving outpatient COE Services													0	-
4	Total number of patients under COE (sum lines 1-3)													0	-
5	Number patients from PCADC.													0	-
6	Patients who were returned to the PCADC before hearing.													0	-
7	Number of patients petitioned for COE (first set filed) more than one time within a 30 day period (Report G, line 12)													0	-
DROPPED PETITIONS PRIOR TO HEARING OTHER THAN VOLUNTARY															
8	Number of petitions dropped prior to hearing other than voluntary													0	-
9	Percentage of petitions that were dropped before court date (not including voluntary) (line 8/line 4)													0	-
10	Days Diff between First Set Filed Date and Petition dropped Date for members who had petition dropped-not including VOL													0	-
11	Average length to dropped petition (not including voluntary) (line 10/ line 8)													0	N/A
DROPPED PETITIONS PRIOR TO HEARING - PATIENT VOLUNTARY															
12	Number petitions that were dropped because individual agreed to go voluntary													0	-
13	Percentage of petitions that were dropped before court date because individual agreed to go voluntary (line 12/line 4)													0	-
14	Days difference between First Set Filed Date and Petition Dropped Date for members who VOL dropped													0	-
15	Average length to dropped petition due to voluntariness (line 14/line 12)													0	N/A
16	Total of dropped petitions (line 8 + line 12)													0	-
17	Weighted average length to dropped petition $[(\text{line 8} * \text{line 11}) + (\text{line 12} * \text{line 15})] / (\text{line 8} + \text{line 12})$													0	-

## Report F - COE Volume and Disposition Report

Summary (also same format by Evaluation Agency)

FY 2012-2013

Final as of

PATIENTS WHO WENT TO HEARING		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Total YTD	Monthly Average
18	Total number of patients who went to court (line 4-line 16) also (line 20+line 24)													0	-
19	Percentage of COE patients who went to court (line 18/line 4)													0	-
20	Number of Patients who were court ordered (sum lines 20a:20b)													0	-
a	# inpatient orders only													0	-
b	# outpatient/inpatient orders													0	-
c	# ordered without a hearing (stipulated)													0	-
d	# COT patients who had no insurance													0	-
21	Days difference between First Set Filed Date and Hearing Date for patients who went to court													0	-
22	Percentage of patients court ordered (line 20/line 18)													0	-
23	Average length to court for those court ordered (in days) (line 21 /line 20)													0	-
24	Number of COT petitions - dismissed at court hearing (sum lines 24a:24d)													0	-
a	# of petitions dismissed - voluntary													0	-
b	# petitions dismissed - didn't meet criteria													0	-
c	# of petitions dismissed - Doc not available for hearing													0	-
d	# of petitions dismissed - witness/other not available for hearing													0	-
e	# of petitions dismissed - filing error													0	-
25	Number of COE patients whose hearings were rescheduled (sum lines 25a:25b)													0	-
a	# of hearings rescheduled - Doc not available for hearing													0	-
b	# of hearing rescheduled - other													0	-
26	Total number of COE patients (line 18 + line 16 should equal line 4)													0	-

## Exhibit D

# Report G Emergency Applications - Volume and Disposition Report

Line #		FY 2012 - 2013												Monthly Average
		July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	Total YTD
7	Number of Calls for COE Services													
8	Number of Patients Admitted under COE													0
9	Number of Patients Discharged to the Community													0
10	Number of Patients Transferred to Level 1 - Voluntary													0
11	Number of Requests for Admission Denied													0
12	Total Requests for COE Services	0	0	0	0	0	0	0	0	0	0	0	0	0
13	Referral Source Information													
14	Carondelet St Joseph's													0
15	Carondelet St. Mary's													0
16	COMPASS													0
17	Crisis Response Center													0
18	CSP													0
19	Family / Friend													0
20	Haven Sonora Hospital Level I													0
21	La Frontera PHF													0
22	Northwest Hospital													0
23	Other Level I Hospitals													0
24	Palo Verde Hospital													0
25	PCADC													0
26	Law Enforcement													0
27	SAMHC													0
28	Self													0
29	Skilled Nursing / Assisted Living Facility													0
30	Tucson Medical Center													0
31	UAMC - University Campus													0
32	UAMC - South Campus													0
33	Veteran's Hospital													0
34	Other													0
35	Unknown													0
36	Total Referrals (should match line 12)	0	0	0	0	0	0	0	0	0	0	0	0	0
37	Number of Patients DISCHARGED to community for treatment													
38	Behavioral Health Substance Abuse Facility (specify)													0
39	Comprehensive Service Provider													0
40	Crisis Response Center													0
41	Home													0
42	Private Behavioral Health Outpatient													0
43	SAMHC													0
44	Skilled Nursing / Assisted Living Facility													0
45	Other Community Placement (specify)													0
46	Total Discharged (should match line 9)				12	4	0	3	0	6	3			28
														4.0



# Report G Emergency Applications - Volume and Disposition Report

Line #		FY 2012 - 2013													Monthly Average
		July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	Total YTD	
Number of Patients ADMITTED - Voluntary															
47															
48	Level I Hospital - Other than UAMC - SC													0	-
49	UAMC - South Campus													0	-
50	Veteran's Hospital													0	-
51	Other Level I Facility (Specify)													0	-
52	Total Transferred (should match line 10)			7	2	3	7	0	0	2				21	3.0
Payer Information															
53															
54	AHCCCS & 3rd Party Payer													0	-
55	AHCCCS Only													0	-
56	Self Pay													0	-
57	Third Party Insurance Only													0	-
58	No Payer Information													0	-
59	Total (should match line 12)			0	0	0	0	0	0	0	0	0	0	0	0.0
Enrollment Information															
60															
61	Cenpalico													0	-
62	CPSA													0	-
63	Magellan													0	-
64	NARBHA													0	-
65	Not enrolled													0	-
66	TRHBA													0	-
67	Unknown													0	-
68	Total (should match line 12)			0	0	0	0	0	0	0	0	0	0	0	0.0
Number of COE Patients with Substance Abuse Conditions															
69															
70	Alcohol													0	-
71	Cocaine													0	-
72	Hallucinogenic													0	-
73	Marijuana													0	-
74	Methamphetamines													0	-
75	Opiates													0	-
76	Prescriptions													0	-
77	Other													0	-
78	Total Conditions (non-exclusive)			0	0	0	0	0	0	0	0	0	0	0	0.0

Exhibit D

Report H - Referral and Transfer of COE Patients - Summary

Month of \_\_\_\_\_

A	B	C	D	E	F	G	H	I	J	K	L	M
	Number of Calls made to Evaluation Agency to Transfer Patients	Number of Patients Transferred w/in 5 Hours	Number of Patients Transferred after 5 Hours	Number of Patients Not Transferred w/in 5 Hours due to insurance	Number of Patients Not Transferred w/in 5 Hours due to no beds available	Number of Patients Not Transferred w/in 5 Hours due to medical issues	Number of Patients Not Transferred w/in 5 Hours due to legal concern w/ Application	Number of Patients Not Transferred within 5 hours for reasons other than valid responses	Number of Patients Not Transferred at all	Number of Patients Not Transferred due to Application Dropped	Number of Patients Not Transferred due to Application Time Limits Expired	Number of Patients Not Transferred for reasons other than valid responses
PVH-PALO VERDE												
SONORA												
UAMC-SOUTH CAMPUS (KINO)												
TOTAL	0	0	0	0	0	0	0	0	0	0	0	0

Valid Responses for transfer not taking place in 5 hours

Evaluation Agency does not accept patient's insurance

Evaluation Agency has no beds available

Evaluation Agency cannot manage patient's medical concerns

Evaluation Agency is concerned the Application does not meet statutory requirements

Valid Responses for transfer not taking place at all

Application for Emergency Admission Dropped

Application for Emergency Admission Time Limits Expired

Column B equals C+D+J

Column D equals E+F+G+H+I

Column J equals K+L+M

## Month of

Exhibit D: Reporting - 07/01/2012

## Exhibit D

## Report I - Involuntary Commitment Inter-Hospital Calls and Transfers

Month of \_\_\_\_\_

## Number of Calls:

Calls From:		Calls To:			
		PVH	Sonora	SMH	UAMC-SC
Crisis Response Center	0	-			
Heart Hospital	0	-			
Northwest Hospital (NW)	0	-			
North West - Oro Valley	0	-			
PVH-Palo Verde*	0	-			
Sonora	0	-			
SJH-St. Joseph's	0	-			
SMH- St. Mary's	0	-			
TMC-Tucson Medical Center	0	-			
UAMC - University Campus	0				
UAMC-South Campus (Kino)	0				
VA-Veteran's Administration	0				
<b>TOTAL</b>				0	0
Total Calls From Other Hospitals				0	0
Total Calls From Own Hospitals					
Calls To (including same hosp)					
Total Calls From Evaluating Hospitals					
Total Calls From Non-Evaluating Hospitals					
<b>Total Net (Calls)</b>		0	0	0	0

## Number of Patients

Transferred From:		Transferred To:			
		PVH	Sonora	SMH	UAMC-SC
Heart Hospital	0	-			
Northwest Hospital (NW)	0	-			
North West - Oro Valley	0	-			
PVH-Palo Verde*	0	-			
Sonora	0	-			
SJH-St. Joseph's	0	-			
SMH- St. Mary's	0	-			
TMC-Tucson Medical Center	0	-			
UAMC - University Campus	0	-			
UAMC-South Campus (Kino)	0	-			
VA-Veteran's Administration	0	-			
<b>TOTAL</b>	0	0.00%			
Total Patient From Other Hospitals	0	-			
Total Patients From Own Hospitals					
Patients Transferred To %	0.00%				
Patients To (including same hosp) %	0.00%				
Total From Evaluating Hospitals	0	-			
Total From Non-Evaluating Hospitals	0	-			
<b>Total Net (Patients) From Other Hospitals</b>	0	0.00%			

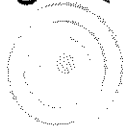


Exhibit D

Report J - Crisis Services at the CRC - Youth

Youth	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	YTD Total	Monthly Average
# of Individuals Served (Duplicated)													0	-
# of Individuals Served (Unduplicated)													0	-
Accompanied/Referred by:														
Law Enforcement													0	-
Family													0	-
Schools													0	-
Colleges													0	-
Enrollment														
ALTCs													0	-
CPSA													0	-
Non-CPSA RBHA / TRBHA													0	-
Not Enrolled													0	-
Unknown													0	-
Payer Source														
AHCCCS													0	-
Medicare /Medicare Choice													0	-
Third Party Insurance													0	-
Self-pay													0	-
No Payer Information													0	-
Referred for Eligibility													0	-
Gender														
Males													0	-
Females													0	-
Age distribution														
0-5													0	-
6-11													0	-
12-17													0	-
Primary concern														
Danger to Self													0	-
Danger to Others													0	-
Family Issues													0	-
Agitated/Angry													0	-
Medications													0	-
Other (e.g. SA, school issues, etc...)													0	-
Disposition														
Community w/Referrals													0	-
Inpatient Facility													0	-
Medical Facility													0	-
Group Home													0	-
Juvenile Detention													0	-
Other													0	-

Exhibit D  
Report J - Crisis Services at the CRC - Adults

Adults	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	YTD Total	Monthly Average
# of Individuals Served (Duplicated)													0	-
# of Individuals Served (Unduplicated)													0	-
<b>Involuntary Commitment</b>														
Involuntary Commitment Revocations													0	-
Applications for Emergency Admission													0	-
Referred to UAMC-SC for Admission													0	-
<b>Referral Source</b>														
Accompanied by Law Enforcement													0	-
Family													0	-
Schools													0	-
Colleges													0	-
<b>Enrollment</b>														
ALTCs													0	-
Cenpatco													0	-
CPSA													0	-
Magellan													0	-
NARBHA													0	-
TRBHA													0	-
Not Enrolled													0	-
Unknown													0	-
<b>Payer Source</b>														
AHCCCS													0	-
Medicare /Medicare Choice Enrolled													0	-
Third Party Insurance													0	-
Self-Pay													0	-
No Payer Information													0	-
# Referred for Eligibility Services													0	-
<b>Gender</b>														
Males													0	-
Females													0	-
<b>Age distribution</b>														
18-25													0	-
26-40													0	-
41 - 64													0	-
65 - 84													0	-
85+													0	-
<b>Primary concern</b>														
Danger to Self													0	-
Danger to Others													0	-
Agitation/Anxiety													0	-
Substance Abuse													0	-
Medications													0	-
Psychotic Symptoms													0	-
Family/Social Issues													0	-
Depression													0	-
Other (e.g. physical pain)													0	-
<b>Disposition</b>														
Community w/Referrals													0	-
Inpatient Facility													0	-
Medical Facility													0	-
SA Treatment/Detox													0	-
Other (e.g. group home)													0	-

**Exhibit D**  
**Report J - Crisis Services at the CRC - Subacute**

Subacute	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	YTD Total	Monthly Average
Admissions (Duplicated)													0	-
Admissions (Unduplicated)													0	-
<b>Age</b>														
18-25													0	-
26-40													0	-
41 - 64													0	-
65 - 84													0	-
85+													0	-
<b>Gender</b>														
Males													0	-
Females													0	-
<b>Primary Concern</b>														
Danger to Self													0	-
Depression/Anxiety													0	-
Family Issues													0	-
Substance Abuse													0	-
Other (e.g. psychosis, agitation)													0	-
<b>Involuntary Commitment Status</b>													0	-
Involuntary Commitment Revocations													0	-
Emergency Applications Awaiting													0	-
COE Transfer													0	-
<b>ALOS in Sub-Acute (Days)</b>													0	-

**Exhibit D**  
**Report J - Crisis Services at the CRC - Call Center**

Call Center	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	YTD Total	Monthly Average
Total calls													0	-
<b>Primary Concern</b>														
Danger to Self													0	-
Danger to Others													0	-
Depression													0	-
Medications													0	-
<b>Dispositions</b>														
Referrals to CRC													0	-
MAC Referrals													0	-
<b>Calls by Time Frames</b>														
12a-8a													0	-
8a-4p													0	-
4p-12a													0	-



## EXHIBIT E: GLOSSARY – 07/01/2013

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

1. ADHS: Arizona Department of Health Services; 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.
2. AHCCCS: Arizona Health Care Cost Containment System; 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.
3. Algorithm: a formula or procedure, for purposes of this contract, to establish patient transfer protocols.
4. 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.
5. ARS: Arizona Revised Statutes; in this Contract usually referring to Arizona Revised Statutes, Title 36, Chapter 5 – Mental Health Services.
6. COE: Court Ordered Evaluation; A professional multidisciplinary analysis based on data describing the person's identity, biography and medical, psychological and social conditions carried out by a group of persons consisting of not less than the following:
  - o Two licensed physicians, who shall be qualified psychiatrists, if possible, or at least experienced in psychiatric matters, and who shall examine and report their findings independently. The person against whom a petition has been filed shall be notified that he may select one of the physicians. A psychiatric resident in a training program approved by the American Medical Association or by the American Osteopathic Association may examine the person in place of one of the psychiatrists if he is supervised in the examination and preparation of the affidavit and testimony in court by a qualified psychiatrist appointed to assist in his training, and if the supervising psychiatrist is available for discussion with the attorneys for all parties and for court appearance and testimony if requested by the court or any of the attorneys.
  - o Two other individuals, one of whom, if available, shall be a psychologist and in any event a social worker familiar with mental health and human services which may be available placement alternatives appropriate for treatment. An evaluation may be conducted on an inpatient basis, an outpatient basis or a combination of both and every reasonable attempt shall be made to conduct the evaluation in any language preferred by the person.
7. COE Period: For purposes of this framework, that period which begins only after a 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 patient is allowed to continue treatment on a voluntary basis, the 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.

8. Comprehensive Service Provider: 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 CPSA.
9. Contract: 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.
10. COT: Court Ordered Treatment; of a patient adjudged by the Court to require ongoing behavioral health treatment.
11. COT Period: For purposes of this Contract, that period which begins on the day the Court holds a hearing regarding the need for ongoing behavioral health treatment for a Proposed Patient and orders the Proposed Patient to continue treatment, either as outpatient or an inpatient or a combination of the two.
12. Court: "the superior court in the county in this state in which the patient resides or was found prior to screening or emergency admission" under provisions of ARS 36-501 et seq.; The Probate Division of the Superior Court that oversees the Involuntary Commitment process.
13. 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.
14. CPSA: Community Partnership of Southern Arizona; the Regional Behavioral Health Authority contracted to administer a behavioral health network in Pima County.
15. Crisis Intervention Service: As defined by and more fully explained in Section II.E of the **ADHS/DBHS Covered Behavioral Health Services Guide**, crisis intervention services are provided to a person for the purpose of stabilizing or preventing a sudden, unanticipated, or potentially deleterious behavioral health condition, episode or behavior.
16. Evaluation: a professional multidisciplinary analysis based on data describing the person's identity, biography and medical, psychological and social conditions carried out by a group of persons, to determine the Proposed Patient's need for ongoing behavioral health treatment, and which may be followed by a petition for Court Ordered Treatment. See ARS 36-501.
17. 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.
18. 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.
19. Expeditious: For purposes of this contract, as quickly as possible given the circumstances.
20. Hospital Operator: Refer to Preferred Provider

21. 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.
22. Kino Campus: Located at 2800 E Ajo Way, includes the Crisis Response Center and the hospital affiliated with the University of Arizona Medical Center and other existing and future medical facilities.
23. Least Restrictive Environment: The treatment plan and setting that infringe in the least possible degree with the patient's right to liberty and that are consistent with providing needed treatment in a safe and humane manner. See ARS 36-501.
24. Non-Pima County Resident: For the purposes of this Contract, a Patient or Proposed Patient who receives services in Pima County but has a residence in another Arizona county, as evidenced by payment of property taxes, rent, or utilities associated with such a residence.
25. OBH: Office of Behavioral Health Services, within Pima County's Office of Medical Services Department, which will have oversight of this Agreement effective July 1, 2013.
26. PEP: Post Evaluation Period day(s); 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. Previously referred to as COD (Court Ordered Detention) days.
27. 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.
28. Preferred Provider: the hospital located on the Kino Campus which is affiliated with the University of Arizona Academic Medical Center which is designated as Pima County's Preferred Provider for Court Ordered Evaluation services provided pursuant to this Contract.
29. Pre-Petition Screening: The screening of a person by a qualified behavioral health professional in accordance with A.R.S. §§ 36-520 and 36-521, to determine whether the person may be a danger to self or others, persistently or acutely disabled or gravely disabled and unable or unwilling to undergo a voluntary evaluation. As stated in the ADHS Provider Manual, the purpose of the interview with the proposed patient is to assess the problem, explain the application and, when indicated, attempt to persuade the proposed patient to receive, on a voluntary basis, evaluation or other services.
30. 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.
31. Provider: any Hospital, Evaluation Agency, Institute for Mental Diseases (IMD), physician, or ambulance agency that provides qualifying services pursuant to this Contract.
32. RBHA: Regional Behavioral Health Authority; an agency designated by Arizona Department of Health Services (ADHS) as the behavioral health services administrator for a geographical area of the State, and for purposes of this Contract, the administrator of the behavioral health crisis system in which a Proposed Patient may be enrolled prior to, during, or subsequent to a behavioral health crisis or an inpatient stay for Court Ordered Evaluation.
33. 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.

34. 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 36-501.12.a.
35. Stakeholder: Any person, group, or entity that has an interest in the process and outcome of service provision.
36. Transfer: Refers to the movement of a Proposed Patient from one facility to another, even if within the same provider. Moving a 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.
37. 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.
38. Voluntary Patient: A Patient who chooses to participate in treatment on a voluntary basis.