

**PROJECT: COUNTY-WIDE BEHAVIORAL HEALTH
CRISIS SYSTEM ADMINISTRATION**

CONTRACT NO.: 07-65-C-143111-0710
CT 12*0292 (IH); CT 14*0131 (OMS)

CONTRACT AMENDMENT NO.: Five (#05)

CONTRACT

[illegible]

AMENDMENT NO. 05

This number must appear on all invoices, correspondence and documents pertaining to this contract.

ORIG. CONTRACT TERM: 07/01/2010 – 06/30/2011
TERMINATION DATE PRIOR AMENDMENT: 06/30/2015
TERMINATION THIS AMENDMENT: 09/30/2015

ORIG. CONTRACT AMOUNT:	\$ 4,922,519
PRIOR AMENDMENTS:	\$19,566,029
AMOUNT THIS AMENDMENT:	\$ 1,230,586
REVISED CONTRACT AMOUNT:	\$25,719,134

WHEREAS, COUNTY and CONTRACTOR entered into a Contract for services as referenced above; and

WHEREAS, CONTRACTOR and COUNTY, pursuant to Article I - Term, have agreed to extend the Contract term for a period of three months; and

WHEREAS, it is advantageous for COUNTY to align the term of this or a future Contract for the services described herein with the Federal Fiscal Year (October 1 through September 30); and

WHEREAS, CONTRACTOR and COUNTY have agreed to increase the contract amount to allow payment for the continued provision of services during the extended term of the contract, which covers administration of services as described herein relevant to patient dates of service through September 30, 2015;

NOW, THEREFORE, it is agreed as follows:

CHANGE: ARTICLE I - TERM:

From: "... and terminates on June 30, 2015, unless sooner terminated pursuant to the provisions of this Contract."

To: "... and terminates on September 30, 2015 for patient dates of service through that date, unless sooner terminated or further extended pursuant to the provisions of this Contract. Certain CONTRACTOR duties and obligations related to administration of services for dates of service through September 30, 2015 under this Contract will survive the expiration or termination date of this Contract until CONTRACTOR duties related to the relevant dates of service have been completed as described herein."

CHANGE: ARTICLE III - PAYMENT:

From: "...an amount not to exceed Twenty-Four Million, Four Hundred Eighty-Eight Thousand, Five Hundred Forty-Eight Dollars (\$24,488,548)."

To: "...an amount not to exceed Twenty-Five Million, Seven Hundred Nineteen Thousand, One Hundred Thirty Four Dollars (\$25,719,134)."

CHANGE: EXHIBIT A: SCOPE OF SERVICES – 07/01/2013, paragraph 3.4 as follows:

From: "CONTRACTOR will provide reports as specified in Exhibit D: Reporting – 07/01//2013, for the contract period beginning July 1, 2013 and for the contract period beginning July 1, 2014."

To: "CONTRACTOR will provide reports as specified in Exhibit D Reporting – 07/01/2013 on a monthly basis through submission of the final reconciliation described in Exhibit B: Compensation – 07/01/2015, Section 1.10, and this requirement will survive the expiration or termination date of this Contract until completed."

REPLACE: EXHIBIT B: COMPENSATION – 07/01/2014 (3 pages)

WITH: EXHIBIT B: COMPENSATION – 07/01/2015 (3 pages)

CONTRACTOR and COUNTY obligations and responsibilities indicated below will survive the expiration or termination date of this Contract and remain in full force and effect and binding upon the parties until completed as described herein:

EXHIBIT A: SCOPE OF SERVICES – 07/01/2013, paragraph 3.4;
EXHIBIT B: COMPENSATION – 07/01/2015, paragraphs 1.1 through 1.7;
EXHIBIT B: COMPENSATION – 07/01/2015, paragraphs 1.9 through 1.13; and
EXHIBIT B: COMPENSATION – 07/01/2015, Section 3 BUDGET.

The effective date of this Amendment shall be June 30, 2015.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

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

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

APPROVED:

Chair, Board of Supervisors

Date

CONTRACTOR:


Signature

NEAL CASH, PRESIDENT & CEO
Name and Title (Please Print)

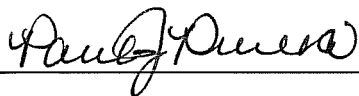
3/2/15
Date

ATTEST

Clerk of Board

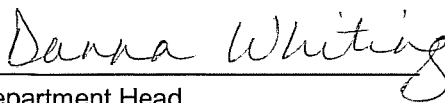
Date

APPROVED AS TO FORM:


Deputy County Attorney

2.27.15
Date

APPROVED AS TO CONTENT


Department Head

2/26/15
Date

EXHIBIT B: COMPENSATION – 07/01/2015

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

1. Invoicing and Payment

- 1.1 On or before the last day of each month, through conclusion of CONTRACTOR responsibilities described herein, 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, and separated according to the County contract year in which patient dates of service occurred.
- 1.2 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.
- 1.3 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.
- 1.4 CONTRACTOR will work with COUNTY to justify, to the satisfaction of COUNTY, any disputed amounts.
- 1.5 Any such approved amounts that were initially disputed by COUNTY will be paid to CONTRACTOR as an addition to the next scheduled monthly payment.
- 1.6 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.
- 1.7 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, until CONTRACTOR submits the final reconciliation as specified in 1.10 below.
- 1.8 Total funding under this agreement will not exceed \$4,922,345 for dates of service or costs paid for the period of July 1, 2014 through June 30, 2015, and \$1,230,586 for patient dates of service or costs paid for the period of July 1, 2015 through September 30, 2015.
- 1.9 Such monthly remits to CONTRACTOR by COUNTY as described in Numbers 1.2 and 1.5 above will continue until the total available funds indicated in Number 1.8 above are exhausted, or until all claims and costs for the period of July 1, 2014 through September 30, 2015, have been resolved, but in no case will any such claims be paid by CONTRACTOR later than March 31, 2016.
- 1.10 After CONTRACTOR has paid all costs and claims for services provided through September 30, 2015 pursuant to this Agreement, in accordance with CONTRACTOR's allowable claims submission timelines, but in no case later than March 31, 2016, 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 April 30, 2016. 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 as profit up to a maximum of either the amount of the surplus funds, or 4% of the total not-to-exceed amount of the Total (15 month period) column (\$6,152,931) indicated in Section 3: Budget below, whichever is less. For each business day delay in submission of the final reconciliation due to COUNTY by April 30, 2016, CONTRACTOR will pay to COUNTY a liquidated damage of \$1,000 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.

- 1.11 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.
- 1.12 If any surplus funds remain after CONTRACTOR's allocation for profit, by May 31, 2016, CONTRACTOR will submit to Pima County Behavioral Health, for COUNTY's approval, a proposal 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. The amount of surplus funds that may be considered for such reinvestment is limited to \$250,000. Any surplus funds above that amount will revert to the COUNTY and will not be considered in CONTRACTOR's proposal.
- 1.13 By June 30, 2016, COUNTY will provide their response to CONTRACTOR's proposal for utilizing up to \$250,000 in (a) reinvestment project(s). Included in COUNTY's response to CONTRACTOR's proposal will be a plan for reconciling the reinvestment funds at the end of the approved project(s). Any funds in excess of those required to implement COUNTY-approved system improvements or enhancements will be returned to Pima County Behavioral Health within fifteen (15) days of COUNTY's approval of the reinvestment project(s). 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 Pima County Behavioral Health or utilize them to develop and implement system improvements or enhancements as indicated in this paragraph.
- 1.14 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 2014-15	FY 2015-16 (3 month period)	TOTAL (15 month period)
Hospital inpatient days - COE	\$ 3,155,904	\$ 788,976	\$ 3,944,880
Physician evaluations	\$ 140,489	\$ 35,122	\$ 175,611
Transportation for COE patients	\$ 251,890	\$ 62,973	\$ 314,863
Subtotal Claims Payments - COE	\$ 3,548,283	\$ 887,071	\$4,435,354
 PEP Inpatient Days	 \$ 134,626	 \$ 33,656	 \$ 168,282
 Call coordination center	 \$ 344,841	 \$ 86,210	 \$ 431,051
Transportation NT19 for dropped petitions	\$ 20,000	\$ 5,000	\$ 25,000
Direct staff and direct operating	\$ 505,419	\$ 126,354	\$ 631,773
Subtotal Program Expense	\$ 870,260	\$ 217,565	\$ 1,087,825
 Corporate Allocation (Not to Exceed 7.5% of Total)	 \$ 369,176	 \$ 92,294	 \$ 461,470
 TOTAL NOT TO EXCEED AMOUNT	 \$ 4,922,345	 \$ 1,230,586	 \$ 6,152,931

- 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.