



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

Requested Board Meeting Date: January 5, 2016

or Procurement Director Award

Contractor/Vendor Name (DBA): Banner Health

Project Title/Description:

Court Ordered Evaluation Services pursuant to ARS 36, Chapter 5

Purpose:

This AIR is for Amendment 1 to the COE contract with Banner Health to allow for payment of services related to routine daily assessment/interaction of a Proposed Patient by the physician staff at a rate of \$48.00 per day. This language was inadvertently left out of the original contract.

Procurement Method:

N/A

Program Goals/Predicted Outcomes:

This amendment allows Pima County to pay claims from Banner Health for routine daily assessments/interaction of a Proposed Patient by physician staff.

Public Benefit:

N/A

Metrics Available to Measure Performance:

For quality assurance, performance measures identified by Pima County and Contractor will be provided on a monthly basis as set forth in Exhibit D (Reporting of the contract).

Retroactive:

Retroactivity for this contract pertains to the paying of the claims and not the contract itself. Claims were not received by Pima County until approximately 30 days after the contract was signed, however those claims for payment purposes are retroactive to 10/1/15.

DEC 29 15 PM 01:07 POC CLK OF PD *pk*

To COB: 12-29-15
Addendum

3pgs(2)

PROCURE DEPT 12/28/15 01:054

Original Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Effective Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$ _____ Revenue Amount: \$ _____

Funding Source(s): _____

Cost to Pima County General Fund: _____

Contract is fully or partially funded with Federal Funds? Yes No Not Applicable to Grant Awards

Were insurance or indemnity clauses modified? Yes No Not Applicable to Grant Awards

Vendor is using a Social Security Number? Yes No Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

Document Type: CT Department Code: OMS Contract Number (i.e., 15-123): 16*0048/16*0124

Amendment No.: 1 AMS Version No.: 3

Effective Date: January 5, 2016 New Termination Date: September 30, 2016

Expense Revenue Increase Decrease Amount This Amendment: \$0.00

Funding Source(s): General Fund

Cost to Pima County General Fund: \$0.00

Contact: Roxanne Ziegler

Department: OMS/Behavioral Health Telephone: 724-7834

Department Director Signature/Date: Sanna Whiting 12/21/15

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: C. D. [Signature] 12/24/15
(Required for Board Agenda/Addendum Items)

PIMA COUNTY BEHAVIORAL HEALTH DEPARTMENT	
PROJECT: COURT ORDERED EVALUATION SERVICES PURSUANT TO ARS 36, CHAPTER 5	
CONTRACTOR: Banner Health, 1441 N. 12 th Street, Phoenix, AZ. 85006	
CONTRACT NO.: CT-OMS-16*0048, CT-OMS-16*0124	
CONTRACT AMENDMENT NO.: One (#01)	
CONTRACT	
NO. <u>CT-OMS-16*0048/16*0124</u>	
AMENDMENT NO. <u>01</u>	
This number must appear on all invoices, correspondence and documents pertaining to this contract.	

ORIG. CONTRACT TERM: 10/01/2015 – 09/30/2016
TERMINATION DATE PRIOR AMENDMENT: N/A
TERMINATION THIS AMENDMENT: 09/30/2016

ORIG. CONTRACT AMOUNT: \$1,500,000.00
PRIOR AMENDMENTS: 0
AMOUNT THIS AMENDMENT: \$0.00
REVISED CONTRACT AMOUNT: \$1,500,000.00

CONTRACT AMENDMENT

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

WHEREAS, CONTRACTOR and COUNTY have agreed to allow for payment of services related to routine daily assessment of a Proposed Patient by the physician staff at a rate of \$48.00 per day for any procedure code billed by CONTRACTOR in this regard.

NOW, THEREFORE, it is agreed as follows:

CHANGE: EXHIBIT B – COMPENSATION

Paragraph 1. (a) is changed:

FROM: For Inpatient Covered Services: CONTRACTOR shall be reimbursed at an all-inclusive COE daily tier rate of \$940.00 for up to four (4) consecutive days of service for which COUNTY is the payer, and for patients with no third party health insurance coverage and no ability to pay, at an all-inclusive post-COE daily rate of \$244.00 for up to four (4) additional consecutive days of service for which COUNTY is the payer. Such tier rates shall include all services necessary for the support and care of the patient including compensation for daily assessment of Proposed Patients by physician staff as indicated herein, but shall not include compensation for up to two psychiatric evaluations required pursuant to ARS Title 36, Chapter 5 to satisfy the Court Order for Evaluation as indicated below*.

TO: For Inpatient Covered Services: CONTRACTOR shall be reimbursed at an all-inclusive COE daily tier rate of \$940.00 for up to four (4) consecutive days of service for which COUNTY is the payer, and for patients with no third party health insurance coverage and no ability to pay, at an all-inclusive post-COE daily rate of \$244.00 for up to four (4) additional consecutive days of service for which COUNTY is the payer. Such tier rates shall include all services necessary for the support and care of the patient but shall not include compensation for daily assessment of Proposed Patients by physician staff as indicated herein or up to two psychiatric evaluations required pursuant to ARS Title 36, Chapter 5 to satisfy the Court Order for Evaluation as indicated below*.

Paragraph 1. (b) is changed:

FROM: For Professional Covered Services: CONTRACTOR will be compensated for up to two (2) psychiatric evaluations performed on Proposed Patients pursuant to a Court Order for Evaluation and completed pursuant to the timelines indicated in Article 4, Chapter 5, Title 36 of the Arizona Revised Statutes following the issuance of a Court Order for Evaluation. COUNTY will not compensate CONTRACTOR for psychiatric evaluations that are not completed in compliance with the statutory timeline or for evaluations that are not conducted or prepared in a manner acceptable to the Court. CONTRACTOR must bill for the first evaluation using procedure code 90791 and for the second evaluation using procedure 90791 with modifier PP. Payment will be made at the higher rate of either \$142.47 per 90791 evaluations, or at 100% of the AHCCCS fee for service schedule for place of service in effect on the date of service for procedure code 90791, as amended and updated by AHCCCS from time to time. Any changes in AHCCCS fee for service rates shall apply on the date such rate changes are published by AHCCCS and will not require an amendment to the contract.

TO: For Professional Covered Services: For payment of services related to routine daily assessment/interaction of a Proposed Patient, CONTRACTOR will be compensated at the rate of \$48.00 per day.

For payment of services related to the evaluation of a Proposed Patient as ordered by the Court, CONTRACTOR will be compensated for up to two (2) psychiatric evaluations performed on Proposed Patients pursuant to a Court Order for Evaluation and completed pursuant to the timelines indicated in Article 4, Chapter 5, Title 36 of the Arizona Revised Statutes following the issuance of a Court Order for Evaluation. COUNTY will not compensate CONTRACTOR for psychiatric evaluations that are not completed in compliance with the statutory timeline or for evaluations that are not conducted or prepared in a manner acceptable to the Court. CONTRACTOR must bill for the first evaluation using procedure code 90791 and for the second evaluation using procedure 90791 with modifier PP. Payment will be made at the higher rate of either \$142.47 per 90791 evaluation, or at 100% of the AHCCCS fee for service schedule for place of service in effect on the date of service for procedure code 90791, as amended and updated by AHCCCS from time to time. Any changes in AHCCCS fee for service rates shall apply on the date such rate changes are published by AHCCCS and will not require an amendment to the contract.

The effective date of this Amendment shall be October 1, 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.

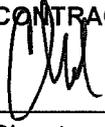
IN WITNESS THEREOF, the parties have affixed their signatures to this Amendment on the dates written below.

APPROVED:

Chair, Board of Supervisors

Date

CONTRACTOR:



Signature

Chuck Lehn, EVP, Strategic Growth
Name and Title (Please Print)

12/10/15
Date

ATTEST

Clerk of Board

Date

APPROVED AS TO FORM:



Deputy County Attorney

12.21.15
Date

APPROVED AS TO CONTENT

Sanna Whiting
Department Head

12/17/15
Date

(if required by County Department or delete)