



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 11/12/2024

* = Mandatory, information must be provided

or Procurement Director Award:

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

UHS of Tucson LLC, dba Palo Verde Behavioral Health

***Project Title/Description:**

Inpatient Court Ordered Evaluation Services Pursuant to ARS Title 36, Chapter 5

***Purpose:**

Contract amendment #02 between Pima County and Palo Verde Behavioral Health provides for continued hospital-based psychiatric services for involuntary commitment services (COE), required pursuant to Arizona Revised Statutes, Title 36, Chapter 5, Court Ordered Evaluations (COE). The amendment will extend the contract for another twelve months, increase funding in the amount of \$700,000.00, increase the professional fees, and add the Heat Injury and Illness Prevention and Safety Plan to the contract.

***Procurement Method:**

Board of Supervisors Policy D29.7 – 1.4 (A)

***Program Goals/Predicted Outcomes:**

This amendment will allow for the continuation of Court Ordered Evaluation services pursuant to Arizona Statute.

***Public Benefit:**

Continuous oversight by Pima County for COE services allows the County to achieve cost savings by reducing overhead and administrative costs previously paid to a third party to manage the COE contracts.

***Metrics Available to Measure Performance:**

Performance measures are identified in the contract and are monitored based on reporting criteria.

***Retroactive:**

Yes, the contract is retroactive to 10/01/2024 due to receiving approval to revise professional fees after the contract amendment's effective date of 10/1/24.

TO: COB, 10-30-24 (1)
Vers.: 1
pgs.: 7

OCTBER 30 2024

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

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

*Funding Source(s) required: _____

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

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

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? Yes No
If Yes, attach Risk's approval.

Vendor is using a Social Security Number? Yes No
If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: PO Department Code: DCS Contract Number (i.e., 15-123): CT-22*087
Amendment No.: 02 AMS Version No.: 2
Commencement Date: 10/01/2024 New Termination Date: 09/30/2025
Prior Contract No. (Synergen/CMS): CT-BH-22*087

Expense Revenue Increase Decrease Amount This Amendment: \$ 700,000.00

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

*Funding Source(s) required: General Fund

Funding from General Fund? Yes No If Yes \$ 700,000.00 % 100

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

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____
Commencement Date: _____ Termination Date: _____ Amendment Number: _____
Match Amount: \$ _____ Revenue Amount: \$ _____

*All Funding Source(s) required: _____

*Match funding from General Fund? Yes No If Yes \$ _____ % _____

*Match funding from other sources? Yes No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Paige Knott

Department: Detainee and Crisis Systems

Telephone: 520-724-7515

Department Director Signature: [Signature]

Date: 10-2-2024

Deputy County Administrator Signature: [Signature]

Date: 28 Oct 2024

County Administrator Signature: [Signature]

Date: 10/28/2024

Pima County Department of Detainee and Crisis Systems

Project: Inpatient Court Ordered Evaluation Services Pursuant to A.R.S. Title 36, Chapter 5

Contractor: UHS of Tucson dba Palo Verde Behavioral Health

Contract No.: CT_22*087

Contract Amendment No.: 02

Orig. Contract Term: 10/01/2021 – 09/30/2024	Orig. Amount:	\$1,224,980.34
Termination Date Prior Amendment: 09/30/2024	Prior Amendments Amount:	\$1,724,980.34
Termination Date This Amendment: 09/30/2025	This Amendment Amount:	\$700,000.00
	Revised Total Amount:	\$3,649,960.68

CONTRACT AMENDMENT

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

1. Background and Purpose.

1.1. Background. On October 1, 2021, County and Contractor entered into the above referenced agreement to provide Inpatient Court Ordered Evaluation Services Pursuant to A.R.S. Title 36, Chapter 5, Court Ordered Evaluations.

1.2. Purpose. County requires continuing support services for Inpatient Court Ordered Evaluation Services.

2. Term. The County is exercising the first extension option to renew the contract for one additional year commencing on October 1, 2024 and terminating on September 30, 2025. If the commencement date is before the Effective Date of this amendment, the parties will, for all purposes, deem the amendment to have been in effect as of the commencement date.

3. Maximum Payment Amount. The maximum amount the County will spend under this Contract, as set forth in Section 5., is increased by \$700,000.00. County's total payments to Contractor under this contract, including any sales taxes, will not exceed \$3,649,960.68.

4. Exhibit A Required Scope of Services. Correction of Numbering:

4.1 **Section 8. Utilization Review (UR)** of Exhibit A is hereby renumbered as **Section 9. Utilization Review (UR)**.

4.2 **Section 9. Utilization Management/Concurrent Review** of Exhibit A is hereby renumbered as **Section 10. Utilization Management/Concurrent Review**.

4.3 **Section 10. REPORTING** of Exhibit A is hereby renumbered as **Section 11. REPORTING**.

5. **Exhibit A Required Scope of Services.** The parties have revised the Scope of Services by replacing **Sections 9. – 11.** as follows:

9. Utilization Review (UR):

- 9.1 COE services and claims for payment are subject to County's concurrent and/or retrospective utilization review and management to assess compliance with statutory requirements, appropriate payment of claims, documentation of clinical need for inpatient COE or COT and efficiency and effectiveness of processes applicable to service provision. County reserves the right to conduct concurrent and retrospective utilization review and management either in person, through the electronic health record portal (if applicable) or by request for documentation.
- 9.2 County shall conduct retrospective review of all Involuntary Commitment Services provided by Contractor to determine appropriateness, medical necessity and compliance with ARS Title 36, Chapter 5, Article 4 and this contract, when the complete COE Packet is received.
- 9.3 Contractor will notify County via secure email of any Proposed Patient who moves to and/or from a medical unit to the psychiatric unit, who is under the COE period.
- 9.4 Contractor will notify County Utilization Management (UM) team, via PCBH's secure designated document portal, of any payer change within the COE period, immediately upon enrollment verification with AHCCCS or other Third Party Payer.
- 9.5 Contractor shall provide County UM via PCBH's secure designated document portal, confirmation of each Proposed Patient's discharge date and disposition within one (1) business day of discharge, including the following information:
 - 9.5.1 Proposed Patient's first and last name;
 - 9.5.2 Proposed Patient's date of birth;
 - 9.5.3 Admit date;
 - 9.5.4 Discharge date; and
 - 9.5.5 Disposition.
 - 9.5.6 Contractor may use the reporting form attached as **Attachment A-1: Reporting Form** to submit required information.
- 9.6 The Contractor, including its hospital medical staff, will meet with County, as needed for the purpose of collaboration and discussion of application of medical necessity criteria, standards of documentation supporting use of criteria and other performance improvement activities as determined necessary by County to reduce occurrence of denials and appeals. Contractor's failure to provide access to medical staff for these purposes may result in denial of payments of claims.
- 9.7 **REQUIRED DOCUMENTS:** Contractor will submit via PCBH's secure designated document portal, the COE Packet, which includes the following:
 - 9.7.1 Admitting face sheet, by 8:30am and within 24 hours from admit;
 - 9.7.2 The Evaluating Agency Authorization Request Form
(Attachment A-3: Evaluation Agency Authorization Form)
 - 9.7.3 The First Set;
 - 9.7.4 The Second Set; and
 - 9.7.5 The Release from Evaluation form when Proposed Patient changes to voluntary status or discharges.

10. Utilization Management/Concurrent Review:

- 10.1 County may conduct concurrent review on admission and at frequent intervals during acute inpatient hospital stays to validate the medical necessity for continued stay and to evaluate quality of care.
- 10.2 DAILY CENSUS OF PETITIONED PATIENTS IN EMERGENCY DEPARTMENT.

Contractor shall provide to County a daily census report, no later than 8:00 am each day, via PCBH's secure designated document portal and include a list of the adult Proposed Patients receiving COE services in Level I acute beds, as well as the list of Proposed Patients discharged since the last census report.

 - 10.2.1 Contractor will notify County via PCBH's secure designated document portal of patients who are under an Application for Emergency Admission in the Emergency Department and not admitted for psychiatric services.
 - 10.2.2 Contractor will make available to County, in person or via telephone access to professional behavioral health (non-clerical) staff who can review the medical record and present the basis for continuing medical necessity of Level I inpatient services.
 - 10.2.3 Contractor will provide via PCBH's secure designated document portal, within one (1) business day of request any documentation requested by County UM that is needed to verify admission or continued stay criteria are being met.

11. REPORTING: Contractor will submit all documents, reports and data in the format prescribed by County, and within the time frames specified below.

- 11.1 Contractor shall cooperate with County in providing information and data as needed on a monthly basis, or as necessary for County to develop and submit all reports regarding COE services. Reporting data will be submitted to County via PCBH's secure designated document portal on a monthly basis within thirty (30) days following the end of each month, and will include:
 - 11.1.1 Number of Emergency Applications;
 - 11.1.2 Number of Involuntary Applications;
 - 11.1.3 Total number of patients admitted for COE;
 - 11.1.4 Number of Outpatient Title 36 COEs, if applicable;
 - 11.1.5 Number of proposed patients transferred from Pima County Adult Detention Center (PCADC);
 - 11.1.6 Number of patients returned to PCADC before hearing;
 - 11.1.7 Number of patients on applications who were admitted in the previous 90 days;
 - 11.1.8 Number of petitions dropped because individual agreed to voluntary treatment;
 - 11.1.9 Number of petitions dropped before the hearing other than voluntary;
 - 11.1.10 Reason for dropped petitions;
 - 11.1.11 Number of patients who went to court;
 - 11.1.12 Number of patients court ordered for treatment;
 - 11.1.13 Number of inpatient orders;
 - 11.1.14 Number of combined orders;
 - 11.1.15 Number ordered without a hearing (stipulated);
 - 11.1.16 Number of COE patients who had no insurance;
 - 11.1.17 Number of Petitions dismissed at court – patient able to be voluntary;
 - 11.1.18 Number of Petitions dismissed at court – patient did not meet criteria for court order;

- 11.1.19 Number of petitions dismissed at court – psychiatrist not available for hearing;
 - 11.1.20 Number of Petitions dismissed at court – filing error;
 - 11.1.21 Number of hearings rescheduled – psychiatrist not available for hearing;
 - 11.1.22 Number of hearings rescheduled – other; and
 - 11.1.23 Substance abuse issues at time of admission (how many had a substance diagnosis and to which substance(s).
- 11.2 Management and Reporting: County reserves the right to audit any process or data resulting from provision of services pursuant to this Agreement and to request evaluation agency reports or data compilation as County determines necessary.
- 11.3 County and Contractor may determine and agree to receive and report necessary ad-hoc data reporting requests as advised or requested by the parties.
- 11.4 REPORT FORMAT: Contractor will report data in the format outlined as **Attachment A-1: Sample Reporting Form.**

6. **Fee Schedules.** The parties have revised the Fee Schedules as described in the attached **Attachment B-1 (2 pages).**

7. **Heat Injury and Illness Prevention and Safety Plan.** Pursuant to Pima County Procurement Code 11.40.030, Contractor hereby warrants that if Contractor's employees perform work in an outdoor environment under this Contract, Contractor will keep on file a written Heat Injury and Illness Prevention and Safety Plan. At County's request, Contractor will provide a copy of this plan and documentation of heat safety and mitigation efforts implemented by Contractor to prevent heat-related illnesses and injuries in the workplace. Contractor will post a copy of the Heat Injury and Illness Prevention and Safety Plan where it is accessible to employees. Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract complies with this provision.

The effective date of this Amendment is October 01, 2024.

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

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PIMA COUNTY

CONTRACTOR

Chair, Board of Supervisors



Authorized Officer Signature

Date

TAIWAN SAVAGE, CEO

Printed Name and Title

10/4/24

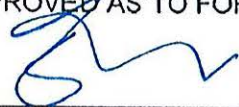
Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM



Deputy County Attorney
Jonathan Pinkney
10/3/24

Date

APPROVED AS TO CONTENT



Department Head

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ATTACHMENT B-1 – FEE SCHEDULES (2 pages):

Table 1. Facility charges

Bed days Revenue code 0114, 0124, 0134, 0144	Billable Services	Payable	Claim Submission Window
Patient has no payer	Up to 4 COE days and 4 PEP days	COE days = \$940.00 per day PEP days = \$244.00 per day	90 days from the date of discharge
Patient has private/commercial/Medicare (EOB required)	Up to 4 COE days	Copay/Coinsurance/Deductible/or non-covered behavioral health benefits, not to exceed contracted rate, \$940.00 per day	90 days from the date of the primary payer's EOB, but never more than 180 days after discharge.
Patient has AHCCCS/Title 19/Behavioral Health Only, non-Title 19 (EOB required)	Up to 4 COE days	\$940.00 per day, if not covered by plan.	90 days from the date of the primary payer's EOB, but never more than 180 days after discharge

Table 2. Professional fees – Rounding

Physician Billing for Daily assessment of a patient.	Billable Services: Service codes 99221, 99222, 99223, 99231, 99232, 99233, 99234, 99235	Payable	Claim Submission Window
Patient has no payer	1 daily assessment of patient, up to 8 days in total	\$97.19	90 days from the date of service billed
Patient has private/commercial/Medicare (EOB required)	1 daily assessment of patient, up to 4 days total.	Copay, Coinsurance, deductible or non- covered behavioral health benefits, not to exceed contract rate, \$97.19.	90 days from the date of the primary payer's EOB, but never more than 180 days after discharge
Patient has AHCCCS/Title 19/Behavioral Health Only, non-Title 19 (EOB required)	1 daily assessment of patient up to 4 days	\$97.19 if not covered by plan.	90 days from the date of the primary payer's EOB, but never more than 180 days after discharge

Table 3. Professional fees - Psychiatric Evaluations

Physician Billing for psychiatric evaluations	Billable Services: Service codes 90791 or 90792	Payable	Claim Submission Window
Patient has no payer	Up to 2 psychiatric evaluations billed by two (2) separate psychiatrists and/or medical doctors	\$171.59 per evaluation	90 days from the date of service billed
Patient has private/commercial/Medicare (EOB required)	Up to 2 psychiatric evaluations billed by two (2) separate psychiatrists and/or medical doctors	Copay, Coinsurance, deductible or non-covered behavioral health benefits, not to exceed contract rates.	90 days from the date of the primary payer's EOB, but never more than 180 days after discharge
Patient has AHCCCS/Title 19/Behavioral Health Only, non-Title 19 (EOB required)	Up to 2 psychiatric evaluations billed by two (2) separate psychiatrists and/or medical doctors	Copay, Coinsurance, deductible or non-covered behavioral health benefits, not to exceed \$171.59.	90 days from the date of the primary payer's EOB, but never more than 180 days after discharge

END OF ATTACHMENT B-1