



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 9/15/2020 Addendum Meeting

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Sonora Behavioral Health

***Project Title/Description:**

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

***Purpose:**

This contract between Pima County and Sonora Behavioral Health, provides for the provision of involuntary commitment services, hospital-based psychiatric services, required pursuant to Arizona Revised Statutes Title 36 Chapter 5, Court Ordered Evaluations (COE). Amendment #7 extends the term of the contract for one year and adds annual funding.

***Procurement Method:**

Board of Supervisors Policy D29.7, section I.2 to meet legal or regulatory mandates and section I.4a, providers who provide a limited-availability service.

***Program Goals/Predicted Outcomes:**

This amendment extends the contract one year and adds annual funding to allow services and payments as described above.

***Public Benefit:**

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

***Metrics Available to Measure Performance:**

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

***Retroactive:**

No.

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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: CT Department Code: BH Contract Number (i.e., 15-123): 20*034Amendment No.: 7 AMS Version No.: 12Commencement Date: 10/01/2020 New Termination Date: 09/30/2021

Prior Contract No. (Synergen/CMS): _____

☒ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ 2,100,000.00Is there revenue included? ☐ Yes ☒ No If Yes \$ N/A***Funding Source(s) required:** General FundFunding from General Fund? ☒ Yes ☐ No If Yes \$ 2,100,000.00 % 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: April Guzman, Contract & Compliance ManagerDepartment: Behavioral Health Telephone: 520-724-7515Department Director Signature/Date:  9.8.2020Deputy County Administrator Signature/Date:  9.8.2020County Administrator Signature/Date:  9/9/20

(Required for Board Agenda/Addendum Items)

Pima County Department of Behavioral Health

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

Contractor: Sonora Behavioral Health, 6050 N. Corona Rd., Tucson, Az. 85704

Contract No.: CT-BH-20*034

Contract Amendment No.: 07

Orig. Contract Term: 10/01/2015 – 09/30/2016	Orig. Amount:	\$750,000.00
Termination Date Prior Amendment: 09/30/2020	Prior Amendments Amount:	\$1,925,000.00
Termination Date This Amendment: 09/30/2021	This Amendment Amount:	\$2,100,000.00
	Revised Total Amount:	\$4,775,000.00

CONTRACT AMENDMENT

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

1. Background and Purpose.

1.1. Background. On 10/01/2015, County and Contractor entered into the above referenced agreement to provide Court Ordered Evaluation Services. The Contract has been extended for four annual periods.

1.2 Authority. On March 19, 2020, the Board of Supervisors declared a state of emergency due to the spread of COVID-19 in Pima County. Under Pima County Code Section 11.12.060, that declaration allows the procurement director to waive normal procurement practices upon a declaration of an emergency by the Board of Supervisors in order to do all things necessary to meet the County's emergency needs. Therefore, the procurement director has adopted an emergency procurement practice that allows certain contracts impacting public health, welfare, and safety to be extended even when there are no extension options left.

1.3 County and Contractor have agreed to extend the term of the Contract for an additional year and add funds to the existing contract for these services.

2. Term. The parties agree to extend the contract term for one additional year commencing on October 1, 2020 and terminating on September 30, 2021. 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 Article III- Compensation and Payment and Exhibit B: Compensation (4 pages) is increased by \$2,100,000.00. County's total payments to Contractor under this contract, including any sales taxes, will not exceed \$4,775,000.00.

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

PIMA COUNTY

Chairman, Board of Supervisors

Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM

Deputy County Attorney

Tiffany Tom

Print DCA Name

Date

9/8/20

CONTRACTOR

Authorized Officer Signature

Printed Name and Title

Date

Tim Brady
Tim Brady CEO

9-8-20

APPROVED AS TO CONTENT

Department Head

Date

(if required by County Department or delete)

9.8.2020

EXHIBIT B (04 pages)
COMPENSATION: 2020 – 2021

Payment for Involuntary Commitment Covered Services:

1. **For services billed October 1, 2020 through September 30, 2021,** COUNTY will compensate CONTRACTOR as follows, with the understanding that in the event that a separate physicians group provides services pursuant to this contract, CONTRACTOR shall ensure performance and compliance of said physicians group to the terms of this contract and shall be responsible for reimbursing said physicians group for services provided from the compensation paid to CONTRACTOR:

- a. **For Inpatient Covered Services:** CONTRACTOR shall be reimbursed at an all-inclusive COE tier rate of \$1,025.05 per day for up to four (4) consecutive days of service for which COUNTY is the only payer, and for Proposed Patients with no third party health insurance coverage and no ability to pay, at an all-inclusive post-COE rate of \$325.00 for up to four (4) additional consecutive days of service for which COUNTY is the payer, using revenue code 0124. Such tier rates shall include all services necessary for the support and care of the Proposed Patient including compensation for daily assessment of Proposed Patients by physician staff as indicated herein, but shall not include compensation for up to two (2) psychiatric evaluations required pursuant to ARS Title 36, Chapter 5 to satisfy the Court Order for Evaluation as indicated below*.

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

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

Emergency Department under an Application for Emergency Admission and the Proposed Patient is not admitted for psychiatric services, COUNTY will compensate CONTRACTOR for such services according to the AHCCCS fee for service rates for such services in effect on the dates of service.

- d. Fee Structure as follows (Tables 1 and 2) for provision of COE and PEP services and related claims submission timelines:

Table 1 Facility Charges

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

Table 2 Physician Billing for Psychiatric Evaluations required for COE

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

2. In the event that an error or non-compliance with statutory timelines by CONTRACTOR or CONTRACTOR's staff causes an involuntary commitment action to be dismissed by the Court or rejected by the Pima County Attorney's Office, COUNTY will not compensate CONTRACTOR for either the inpatient days provided or the evaluations performed which pertain to the dismissed involuntary commitment action.
3. Claims denial: COUNTY may deny claims for services in the event CONTRACTOR does not adhere to the terms of this contract and for any of the following reasons including, but not limited to, the documented list of denial codes and denial reasons in the PCBH Provider Manual:
 - a. Claims submitted for medical services provided to Proposed Patients;
 - b. Provider bills for services to Proposed Patients after their status changed to voluntary;
 - c. Invalidation of a petition due to physicians performing evaluations after the statutory timelines, including payments for evaluation and inpatient day(s) associated with the hospitalization;
 - d. COUNTY reserves the right to deny claims for inpatient stays which result in the dismissal or postponement of a hearing for COT due to actions by CONTRACTOR or employees of CONTRACTOR;
 - e. Failure to file complete petitions with the PCAO within the timeframe set forth by PCAO;
 - f. Failure to file signed, legible evaluation paperwork that provides detail and specificity to meet statutory requirements; or
 - g. Failure to document that a physician or mid-level practitioner sees and assesses the relevant Proposed Patient on a daily basis, including weekends and holidays, to determine whether Proposed Patients continue to require involuntary commitment;
 - h. COUNTY may deny claims based on a new petition for COE being filed at the same hospital within thirty (30) days for the same Proposed Patient if a retrospective review by COUNTY UM staff indicates that the initial petition for COE was resolved inappropriately;
 - i. COUNTY reserves the right to deny claims for lack of adherence to provision of COE services outlined in Exhibit A Scope of Services and as indicated in ARS Title 36, Chapter 5;
 - j. The COUNTY reserves the right to deny a claim if CONTRACTOR has not performed in good faith.

4. Claims and Payment Policies

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

1. For facility claims, "date of service" means the date of discharge of the Proposed

Patient or the service end date of the interim claim.

2. Claims initially received beyond the timeframes indicated above may be denied as untimely.
3. If a claim is received within the prescribed time frames above is denied as not being a "clean claim", CONTRACTOR has up to sixty (60) days from the date of initial denial notification to resubmit a clean claim.
4. COUNTY will remunerate CONTRACTOR for services rendered pursuant to this Agreement as described herein within thirty (30) days of receipt of a clean claim.
5. In the event of a discrepancy regarding the payment of claims and issuance of denials, providers may file a written appeal as described below and as set forth in the County's Provider Manual, which is incorporated herein by reference. PCBH ensures that when a claim for payment is denied in whole or in part, the affected provider is advised in writing of their right to file a written appeal. All provider appeals related to PCBH decisions must be filed with the Claims Division of PCBH.
6. Appeals must be submitted in writing or electronically. If submitted in writing, appeals must be clearly marked "APPEALS" and mailed to the address as set forth in this agreement. Within the written appeal process the provider must specifically explain why COUNTY determination of denial is incorrect and the result Contractor is seeking. CONTRACTOR must describe the relevant information CONTRACTOR believes justifies claim payment and include copies of the documents that provide additional information. It is imperative to include documentation CONTRACTOR feels is relevant to support the claims, as there is only one opportunity for a formal appeal.

Appeals disputes must include:

- A statement of the factual and legal basis for the dispute;
- A statement of relief requested;
- Documentation and explanation to support the claim dispute;
- Contact information for CONTRACTOR's Primary Contact including name, phone number and email address.

Timeline for initiating an appeal:

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