



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

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 09/15/2020

\* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Banner Health

**\*Project Title/Description:**

Court Ordered Evaluation Services pursuant to ARS Title 36, Chapter 5.

**\*Purpose:**

This contract between Pima County and Banner Health provides for the provision of involuntary commitment services and hospital-based psychiatric services required pursuant to ARS Title 36, Chapter 5, Court Ordered Evaluations. Amendment #6 will extend the term of the contract for one year and will add annual funding.

**\*Procurement Method:**

Board of Supervisors Policy D29.7, section 1.2 to meet legal or regulatory mandates and section 1.4a, providers who provide a limited-availability service.

**\*Program Goals/Predicted Outcomes:**

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

**\*Public Benefit:**

Oversight by Pima County for Court Ordered 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\*022 / 20\*014  
Amendment No.: 6 AMS Version No.: 6  
Commencement Date: 10/01/2020 New Termination Date: 09/30/2021  
Prior Contract No. (Synergen/CMS): \_\_\_\_\_  
☒ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ 1,500,000.00

Is there revenue included? ☐ Yes ☒ No If Yes \$ N/A

**\*Funding Source(s) required:** General Fund

Funding from General Fund? ☒ Yes ☐ No If Yes \$ 1,500,000.00 % 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 Manager

Department: Behavioral Health Telephone: 520-724-7515

Department Director Signature/Date: [Signature] 8-24-2020

Deputy County Administrator Signature/Date: [Signature] 25 Aug 2020

County Administrator Signature/Date: [Signature] 8/25/2020  
(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: Banner Health, 1441 N. 12<sup>th</sup> Street, Phoenix, Az. 85006**

**Contract No.: CT-BH-20\*022 / CT-BH-20\*014**

**Contract Amendment No.: 06**

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<b>Orig. Contract Term:</b>	10/01/2015 – 09/30/2016	<b>Orig. Amount:</b>	\$1,500,000.00
<b>Termination Date Prior Amendment:</b>	09/30/2020	<b>Prior Amendments Amount:</b>	\$6,000,000.00
<b>Termination Date This Amendment:</b>	09/30/2021	<b>This Amendment Amount:</b>	\$1,500,000.00
		<b>Revised Total Amount:</b>	\$9,000,000.00

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**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 term of this contract in Article I – Term and Extension/Renewal/Changes is hereby extended to September 30, 2021.

**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 (5 pages) is increased by \$1,500,000.00. County's total payments to Contractor under this contract, including any sales taxes, will not exceed \$9,000,000.00.

**4. Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00

or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

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**

\_\_\_\_\_  
Chairman, Board of Supervisors

\_\_\_\_\_  
Date

**ATTEST**

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

\_\_\_\_\_  
Date

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Deputy County Attorney


Cindy Nguyen

Print DCA Name

8/21/2020

\_\_\_\_\_  
Date

**CONTRACTOR**

  
\_\_\_\_\_  
Authorized Officer Signature

Kathleen Dostalick, BH Division Administrator

\_\_\_\_\_  
Printed Name and Title

8/21/2020

\_\_\_\_\_  
Date

**APPROVED AS TO CONTENT**

  
\_\_\_\_\_  
Department Head

8.21.2020

\_\_\_\_\_  
Date

(if required by County Department or delete)

**EXHIBIT B (05 pages)**  
**COMPENSATION: 2020 - 2021**

**Payment for Involuntary Commitment Covered Services:**

1. **For services provided 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 COE 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 only payer, and for Proposed 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, using revenue code 0124. Such tier rates shall include all services necessary for the support and care of the Proposed 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\*. Such services may be provided at any Banner UMC South Campus affiliated site, including at the Crisis Response Center if COE services are begun at the CRC due to lack of hospital bed availability and in order to conform to statutory COE-related timelines, as long as the entity providing such services in the CRC is contracted with Banner to provide such services.

COUNTY does not pay tier rates for 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 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 on which an Order for Treatment is issued unless the Proposed Patient is in the custody of the Pima County Sheriffs Department (PCSD), in which event, COUNTY will compensate CONTRACTOR for services provided at published AHCCCS rates in effect on the date of service.

- b. **For Professional Covered Services:** For payment of services related to routine daily assessment/interaction of a Proposed Patient, CONTRACTOR will be compensated at a maximum rate of \$48.00 per day, which may include CPT codes 99221, 99222, 99223, 99231, 99232, 99233, 99234, or 99235.

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 evaluations using CPT code 90791 or 90792. Payment will be made at the higher rate of either \$142.47 per 90791 and 90792 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 and 90792, 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. For cases in which psychiatric services described herein are provided during the Involuntary Commitment process to a Proposed Patient in the Emergency Department or in the Crisis Response Center (CRC) due to hospital bed unavailability, COUNTY will compensate CONTRACTOR for such services according to the AHCCCS fee for service rates in effect on the dates of service for services provided in the ED setting, and at contracted rates specified herein for COE services provided in the CRC.
- d. Fee Structure as follows (Tables 1 through 3) for provision of COE and PEP services:

Table 1. Facility Charges

<b>Bed days Revenue Code: 0124</b>	<b>Billable Timeline</b>	<b>Billable Days</b>	<b>Payable</b>
Patient has no payer County is only payer	120 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 behavioral health 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)	Daily tier rates in contract

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Table 2. Professional Fees

<b>Physician Billing for daily assessment of a patient at Banner or in the CRC Revenue Codes: 99221, 99222, 99223, 99231, 99232, 99233, 99234, 99235</b>	<b>Billable Timeline</b>	<b>Billable Services</b>	<b>Payable</b>
Patient has no payer, COUNTY is only payer	120 days after discharge	1 daily assessment of patient, up to 8 total days	Contracted rates
Patient has Private/Commercial/Medicare (EOB required)	90 days after receipt of EOB, but never >180 days after discharge	1 daily assessment of patient, up to 4 total days (or value thereof)	Contracted rates, or Copay/Coinsurance/Deductible/or non-covered behavioral health 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	1 daily assessment of patient, up to 4 total days (however, Arizona Complete Health or other Medicaid Plan should pay for day 4 onward)	Contracted rates

Table 3. Physician Billing for Psychiatric Evaluations required for COE

<b>Physician Billing for psychiatric evaluations required for COE Revenue Code: 90791 or 90792</b>	<b>Billable Timeline</b>	<b>Billable Services</b>	<b>Payable</b>
Patient has no payer or patient has Arizona Complete Health or other Medicaid Plan /Title 19	120 days after discharge	Up to 2 psychiatric evaluations billed as 90791 or 90792 by two separate psychiatrists and/or medical doctors	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 doctors (or value thereof)	Contracted rates, or Copay/Coinsurance/Deductible/or non-covered behavioral health 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 PCAO, COUNTY will not compensate CONTRACTOR for either the inpatient days provided or the evaluations performed that 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:

- i. Claims submitted for medical services provided to Proposed Patients;
- ii. Provider bills for services to Proposed Patients after their status changed to voluntary;
- iii. 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;
- iv. Dismissal of a Petition for Court Ordered Treatment due to a physician's unavailability at the date, time and place of hearing;
- v. Failure to file compete petitions with the PCAO within the timeframes set forth by PCAO;
- vi. Failure to file signed, legible evaluation paperwork that provides sufficient detail and specificity to meet statutory requirements; or
- vii. 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.
- viii. The COUNTY reserves the right to deny payment for services on which CONTRACTOR failed to follow the statutory requirements indicated in Arizona Revised Statutes, Title 36, Chapter 5.

#### 4. Claims and Payment Policies

The COUNTY sets forth the following requirements for CONTRACTOR'S submitting claims. CONTRACTOR must submit accurate, timely, complete and clean claims for all COE covered behavioral health services. The COUNTY is not required to formally deny claims for services that are not COE billable services. Claims must be received as follows:

1. CONTRACTOR must submit such claims to COUNTY within one hundred and twenty (120) days of the last date of service for Pima County patient. If COUNTY is the secondary payer, CONTRACTOR must submit claims within ninety (90) days from the date of the primary payer's Explanation of Benefits (EOB). COUNTY may refuse to pay any amount billed in an untimely manner, and may refuse to pay any amount billed more than one hundred and eighty (180) days after the last date of service on any specific claim, or the date patient is known to be a COUNTY member, pursuant to A.R.S. § 11-622(C).
2. For facility claims, "date of service" means the date of discharge of the Proposed Patient or the service end date of the interim claim.
3. If a claim is received within the prescribed timeframes, CONTRACTOR has up to ninety (90) 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 around 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. COUNTY 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 COUNTY decisions must be filed with the Claims Division of COUNTY.

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 authorization or denial is incorrect and the result CONTRACTOR is seeking, describe the relevant information CONTRACTOR believes is known by COUNTY and include copies of the documents that provide additional information that COUNTY should consider. It is imperative to include documentation CONTRACTOR feels is relevant to support the claim, as there is only one opportunity to appeal.

Appeal documentation 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;
- For questions regarding the appeal, please include primary contact information to include the contact's name, phone number and email address.

Timeline for initiating an appeal:

Appeals must be filed within ninety (90) calendar days after receipt of notification of denial. COUNTY agrees to provide a written determination of the appeal within thirty (30) days of receipt. If COUNTY does not provide a determination within thirty (30) days, the denial will be overturned, and payment will be issued within thirty (30) days.

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