



PIMA COUNTY NOTICE OF REQUEST FOR PROPOSALS (RFP)

Solicitation Number: BH-2014-001

Title: County-Wide Involuntary
Commitment System Administration

PROPOSALS DUE IN/OPEN DATE : DECEMBER 29, 2014 AT 1:00 PM LOCAL ARIZONA TIME (MST)

Submit Proposal to:

Pima County Behavioral Health
3950 S. Country Club Road, Suite 300
Tucson, Arizona 85714
(520) 724-7834
Email Address: RecoveryNow@pima.gov

Pre-Proposal Conference if requested will be on:
December 9, 2014 at 9:00 A.M.

Located at:
Pima County Behavioral Health
3950 S. Country Club Road,
Tucson, Arizona 85714

SOLICITATION: Pima County Behavioral Health is soliciting proposals from OFFERORS qualified, responsible and willing to provide the following Goods and/or Services in compliance with all solicitation specifications and requirements contained or referenced herein.

GENERAL DESCRIPTION: CONTRACTOR will provide County-wide administration and oversight of Pima County's statutory responsibilities set forth in Arizona Revised Statutes Title 36, Chapter 5, with respect to the court-ordered evaluation process. This includes the following:

- Awareness and coordination of behavioral health system resources such as law enforcement agencies, screening agencies, community service providers, evaluation agencies, and hospital emergency departments to direct patients to the appropriate venue, with a focus on the least restrictive environment able to address their needs;
- Development of educational materials and instruction to stakeholders regarding the involuntary commitment process and viable alternatives to involuntary commitment;
- Development of relationships with evaluation agencies to facilitate referral within the behavioral health system and to locate psychiatric beds as needed for the involuntary commitment process;
- Development of a process to screen out of the involuntary commitment process individuals who are not appropriate for it (such as those predominantly with substance abuse issues), with an emphasis on assisting patients in seeking treatment on a voluntary basis;
- Development of a process to perform outpatient court ordered evaluations for Persistently Acutely Disabled (PAD) and Gravely Disabled (GD) patients when appropriate;
- Development of a provider manual for those providing services related to involuntary commitment;
- Implementation of a utilization management program to ensure that admissions for court ordered evaluation are appropriate, that patients are presented with the option of seeking services voluntarily, and that services provided adhere to statutory timelines and guidelines;
- Development of a claims adjudication process that addresses coordination of benefits in the case of other potential payers, and, in the absence of such, that compensates providers within 30 days of receipt of a clean claim, and includes payment of up to 4 Post-Evaluation Period days at a reduced subacute rate for patients with no viable payer;
- Implementation of an approved reporting package for monthly submission to COUNTY.

You may download a full copy of this solicitation at the Pima County Behavioral Health website www.pima.gov/BehavioralHealth. OFFERORS are required to check this website for addenda prior to the Due In and Open Date and Time to assure that their proposal incorporates all addenda. Prospective OFFERORS may also pick up a copy, Monday through Friday, excluding legal holidays, 8 am to 5 pm LOCAL ARIZONA TIME (MST), at the address listed above.

If requested by one or more prospective OFFERORS by December 1, 2014, a Pre-Proposal Conference will be held for the purpose of clarifying requirements and answering prospective OFFEROR questions. It is the responsibility of prospective OFFERORS to familiarize themselves with all requirements of the solicitation and to identify any issues at the conference. Attendance is optional but encouraged.

Requests for a pre-proposal conference or questions related to this RFP may be directed to RecoveryNow@pima.gov. Please include "RFP" in the subject line of the email. Questions submitted within 8 days of the solicitation Due In and Open Date and Time may not be answered.

Proposals shall be submitted as defined in the Instructions to Offerors, in accordance with the Standard Terms and Conditions, and all solicitation documents either referenced or included herein. Failure to do so may be cause for rejection as *non-responsive*.

OFFERORS must complete and return those documents identified in the Instruction to Offerors Submission of Proposals instruction.

OFFERORS ARE REQUIRED TO READ THE ENTIRE SOLICITATION, INCLUDING ALL REFERENCED DOCUMENTS, AND ENSURE THAT THEY CAN AND ARE WILLING TO COMPLY, AND TO INCORPORATE ALL ASSOCIATED COSTS IN THEIR PROPOSAL.

VERBAL REQUESTS FOR CLARIFICATIONS OR INTERPRETATIONS WILL NOT BE ACCEPTED.

Publish: The Daily Territorial: 11/21/14, 11/24/14, 11/25/14, 11/26/14

END OF COVER LETTER

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INSTRUCTIONS TO OFFERORS

1. PREPARATION OF RESPONSES

All proposals shall be made using the forms provided in this package. All prices and notations must be printed in ink or typewritten. **No erasures are permitted.** Errors may be crossed out and corrections printed in ink or typewritten adjacent to error and shall be initialed in ink by person signing the proposal. Typewritten responses are **preferred**.

2. PRICING and OFFER DOCUMENTS

Throughout this solicitation document, the meaning of *proposal* and *offer* are intended to be synonymous.

OFFERORS shall complete and submit their offers utilizing the forms provided by this solicitation and by responding to the questionnaire. Requested information and data shall be provided in the precise manner requested. Service descriptions shall provide sufficient information to precisely document the product being offered. Failure to comply may cause the proposal to be improperly evaluated or deemed non-responsive.

The proposal/offer certification document must be completed and signed by an authorized representative certifying that the firm can meet and is willing to meet all requirements of the solicitation. Failure to do so may be cause to reject the proposal as non-responsive.

All unit prices shall remain firm for the initial term of the executed agreement, with the exception that should OFFEROR during the term of the agreement offer to another buyer pricing for like or similar quantity, products or services at price more favorable than those given to the COUNTY, that OFFEROR shall offer same pricing to COUNTY effective on the date offered to other buyer. Unit prices given by OFFEROR shall include all costs required to implement and actively conduct and document cost control and reduction activities. Unit Prices shall include all costs and, unless otherwise specified, shall be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destinations"). Unit prices shall prevail in the event of an extension error. Price each item separately. Delivery time if stated as a number of days shall mean "calendar" days. Pima County reserves the right to question and correct obvious errors.

3. GENERAL SPECIFICATIONS

The specifications included in this solicitation are intended to identify the kind and quality of goods and/or services to be provided without being unnecessarily restrictive, and as required to provide the information needed for the development of consistent and comprehensive proposals.

Failure to perform appropriate research, discovery, examine any drawings, specifications, and instructions will be at the OFFEROR'S sole risk.

Items included in the proposal shall meet the specifications and requirements set forth by the solicitation.

Offerors are advised that conditional offers that do not conform to or that request exceptions to the published solicitation and addendums may be considered non-responsive and not evaluated.

4. OFFERORS MINIMUM QUALIFICATIONS

In order for proposals to be evaluated and considered for award, proposals must be deemed **Responsive and Responsible**. To be deemed "**Responsive**", the submitted offer documents shall conform in all material respects to the requirements stated by the solicitation. To be deemed "**Responsible**", OFFERORS shall document and substantiate their capability to fully perform all requirements defined by the solicitation. Factors considered include and may not be limited to experience, integrity, perseverance, reliability, capacity, facilities, equipment, credit and other factors required to provide the performance defined by the solicitation.

OFFEROR shall certify that they possess the minimum qualifications contained in **Appendix II: Minimum Qualifications Verification Form (1 Page)**. OFFEROR shall provide the requested documents that substantiate their satisfaction of the Minimum Qualifications. Failure to provide the information required by these Minimum Qualifications and required to substantiate *responsibility* may be cause for the OFFEROR'S proposal to be rejected as **Non-Responsive and/or Non-Responsible**.

5. EVALUATION AND AWARD CRITERIA

Pima County shall evaluate proposals deemed **Responsive and Responsible**. Proposals shall be evaluated according to

the evaluation criteria set forth herein. Evaluation of cost shall be made without regard to applicable taxes.

<u>EVALUATION CRITERIA</u>	<u>MAXIMUM POINTS</u>
A. Project Plan	40 points
B. Cost ("Total Price Offered")	30 points
C. Company Experience	20 points
D. References	<u>10 points</u>
Total	100 points

The evaluation criteria will be used by the evaluation panel when scoring the OFFEROR'S answers to the questions contained in **Appendix III: Questionnaire (2 Pages)**. OFFEROR should respond in the form of a thorough narrative to each specification as guided by the Questionnaire. The narratives, along with required supporting materials, will be evaluated and awarded points accordingly. Forms provided and requested for inclusion in this proposal shall not be modified.

COUNTY, at their sole discretion, may request oral presentations from the finalists. In such case, COUNTY shall notify finalists of the date, time and location of the oral presentations, with at least 10 days' advance notice. The presentation will include the demonstration of any function, product or system capability included in the proposal.

COUNTY reserves the right to request additional information and/or clarification. Any clarification of a proposal shall be in writing. Recommendation for award will be to the responsible and responsive OFFEROR whose proposal is determined to be the most advantageous to the COUNTY taking into consideration the evaluation criteria set forth in this solicitation.

If an award is made, the COUNTY will enter into an agreement with the one OFFEROR that submitted the highest scoring responsive and responsible offer by executing and transmitting a contract document (see Sample Contract) that incorporates the Offer without further action by the OFFEROR. The COUNTY may conduct discussions with the OFFEROR to clarify the Offer and Agreement details provided that they do not substantially change the intent of the solicitation.

Unless otherwise specified, relative ranking of proposal(s) will be made considering the average of total points given to each proposal by evaluators.

6. SUBMISSION OF OFFERS

OFFERORS are to complete, execute and submit **one original and 5 paper copies and one thumb drive, which contains a full electronic copy** of the required documents to the address above. The submittal shall include all information requested by the solicitation, and utilize without modification the forms provided by the solicitation that includes and may not be limited to the following:

- A. **Appendix I: Proposal Certification Form**, fully completed as requested.
- B. **Appendix II: Minimum Qualifications Verification Form**, fully completed as requested, including the required documentation.
- C. **Appendix III: Questionnaire**, fully completed as requested, including all requested documentation.
- D. **Appendix IV: Financial Summary Form**, fill in the form provided. Provide detail showing how you calculated amounts.
- E. **Appendix V: Reference Form**, this form is to be filled out and provided directly to the COUNTY with the proposal.

The proposal shall be bound and indexed in the order as indicated above. Please do not use 3-ring hard cover binders.

Proposals must be received and time stamped at the specified location at or before the proposal Due In and Open Date and Time as defined by the *Request for Proposals*. The "time-stamp" provided by the COUNTY shall be the official time used to determine the timeliness of the submittal. Proposals and modifications received after the proposal Due In and Open Date and Time will not be accepted, or will be returned unopened.

Proposals must be signed by an authorized agent of the OFFEROR and submitted in a sealed envelope marked or labeled with the OFFEROR'S firm name, solicitation number, title, solicitation Due In and Open Date and Time, to the

location and not later than the proposal Due In and Open Date and Time specified by the *Request for Proposals* (reference Appendix I).

Proposals and modifications received after the closing time specified will not be accepted. Facsimiles of proposals will not be accepted.

Failure to comply with the solicitation requirements may be cause for the OFFEROR'S proposal to be rejected as *non-responsive* and not evaluated.

7. BEST AND FINAL OFFER

COUNTY reserves the right to request additional information and/or clarification with responsible OFFERORS who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements.

In the event that discussions are held and clarifications are requested, a written request for best and final Offers shall be issued. The request shall set forth the date, time, and place for the submission of best and final offers. If OFFERORS fail to respond to the request for best and final offer or fail to submit a notice of withdrawal, their immediate previous offer will be construed as their best and final offer.

8. COMPLIANCE WITH AGREEMENT

COUNTY will execute an agreement with the successful OFFEROR by issue of a contract. The OFFEROR agrees to establish, monitor, and manage an effective administration process that assures compliance with all requirements of the agreement. In particular, the OFFEROR agrees that they shall not provide goods or services in excess of the executed agreement items, item quantity, item amount, or agreement amount without prior written authorization by revision or change order properly executed by the COUNTY. Any items provided in excess of the quantity stated in the agreement shall be at the OFFEROR'S own risk. OFFERORS shall decline verbal requests to deliver items in excess of the agreement and shall report all such requests in writing to Pima County Behavioral Health within 1 workday of the request. The report shall include the name of the requesting individual and the nature of the request.

9. INQUIRIES & NOTICE OF RECOMMENDATION FOR AWARD (NORFA)

Results of this procurement will not be given in response to telephone inquiries, nor will there be a public opening of bids. A tabulation of submittals will be on file at Pima County's Behavioral Health office. No oral interpretations or clarifications made to any respondent as to the meaning of any of the solicitation documents will be binding on Pima County. If a prospective respondent believes a requirement of the solicitation documents to be needlessly restrictive, unfair, or unclear, the respondent shall notify Pima County Behavioral Health in writing identifying the solicitation number, page and paragraph number and clearly stating the issue and suggested solution prior to the proposal Due In and Open Date and Time set for receipt of the bid or proposal. Responses from COUNTY will be made by written addendum and sent to all known potential respondents. Issues identified less than 8 days prior to the Due In and Open Date and Time may not be answered.

The Pima County protest procedures are in Chapter 11.20 of the Pima County Procurement Code, available through <http://www.pima.gov/cob/code/>. The five-day period to file a protest of the award will be measured from the date the Notice of Recommendation for Award is posted on the Pima County Behavioral Health website at www.pima.gov/BehavioralHealth **without regard to whether individual notices were issued**. It is the responsibility of bidders, proposers and OFFERORS to check the website.

10. VENDOR RECORD MAINTENANCE

By submitting a response to this solicitation, the submitter agrees to establish and maintain a complete Pima County Vendor record, including the provision of a properly completed and executed "Request for Taxpayer Identification Number and Certification" document (Form W-9), within ten calendar days of the solicitation Due In and Open Date and Time. The Vendor also agrees to update the information within ten calendar days of any change in that information and prior to the submission of any invoice or request for payment. The preferred method for creating or updating this record is via the Internet utilizing the Pima County Vendor Self Service (VSS). The registration requires that the Vendor establish and maintain email functionality. In addition to providing the means for a Vendor to create and maintain their Vendor record, VSS also provides for email notice to the vendor regarding solicitations published by Pima County for commodities of interest as defined by the Vendor record. Internet links for Vendor Registration are located at the Procurement Internet page: <http://www.pima.gov/procure/venreg.htm>.

11. TRANSITION

At the termination of the existing agreement, should a different contractor be selected to provide these services, a coordination team will be formed to plan and manage those actions required to achieve smooth, efficient and orderly transition and provision of services from the current to the subsequent service provider. This team will consist of representatives from the COUNTY, the CONTRACTOR, and the selected OFFEROR (subsequent contractor). The selected OFFEROR and current CONTRACTOR shall participate and cooperate with the COUNTY to transition these services as required to avoid and minimize the frequency, and duration of any preventable service interruptions and costs.

END OF INSTRUCTIONS TO OFFERORS

STATEMENT OF PURPOSE

Arizona has a legal process for compelling people suspected of having a mental illness who are either not able or willing to be evaluated and/or treated on a voluntary basis. In Pima County we refer to this process as the involuntary commitment process. This process can be initiated either as an emergency application for Danger To Self (DTS) or Danger To Others (DTO) or for a non-emergent danger as Persistently or Acutely Disabled (PAD) or Gravely Disabled (GD). All four criteria are described in Arizona Revised Statutes (ARS) Title 36, Chapter 5. The State law requires that the patient not be charged for the pre-petition screening or for Court Ordered Evaluation (COE). COE is defined according to ARS Title 36, Chapter 5 being up to a 72 hour period of time during which two psychiatrists may evaluate the patient as ordered by the court to assess the allegations made within the petition for court ordered evaluation. If both psychiatrists determine that the patient has a mental illness and is unwilling or unable to seek treatment voluntarily, the patient will continue in the process toward court ordered treatment. In the absence of another viable payer, Pima County is responsible for managing and paying for the COE process, which can include the hospital bed rate, the two evaluations, and any associated transportation costs.

Until a few years ago, Pima County paid for all costs associated with the involuntary commitment process, including all inpatient days. Recently, the Department of Behavioral Health Services (DBHS) verified that responsibility for all inpatient days and associated costs outside of the COE period belong to the Regional Behavioral Health Authority for its members or eligible persons. If the COE indicates the patient requires Court Ordered Treatment as defined by ARS Title 36 Chapter 5, Pima County will fund, at a subacute rate, up to four of the Post Evaluation Period (PEP) bed days if those patients do not have insurance and are ineligible for Medicaid, Medicare or other insurance. PEP is the period of time between the filing of the Petition of Court Ordered Treatment and the hearing for Court Order Treatment as defined by ARS Title 36 Chapter 5.

APPENDIX I: PROPOSAL CERTIFICATION FORM (1 Page)

OFFEROR SHALL COMPLETE THE FOLLOWING INFORMATION AND SUBMIT WITH THEIR PROPOSAL

Print in ink or type the requested information. Typewritten responses are preferred.

PROPOSAL SUBMITTED BY:

COMPANY LEGAL NAME: _____
COMPANY LEGAL NAME (EXECUTING CONTRACT): _____
ADDRESS: _____
CITY, STATE, ZIP: _____
TELEPHONE: _____ FAX NUMBER: _____
CONTACT PERSON: _____ TITLE: _____
(Authorized to negotiate and execute contract with County)
E-MAIL: _____ Phone #: _____ Fax #: _____

CORPORATE HEADQUARTERS LOCATION:

ADDRESS: _____
CITY, STATE, ZIP: _____
STATE OF INCORPORATION FOR PARENT COMPANY: _____

ATTACH TO THIS DOCUMENT COPY OF CERTIFICATE OF INCORPORATION FOR PARENT COMPANY YES- NO
COMPANY IS INCORPORATED IN THE STATE OF ARIZONA? YES – NO – IF YES ATTACH PROOF

LIST SOLICITATION ADDENDA (Failure to do so may be cause for rejection of proposal as non-responsive)

ADDENDA NO. _____ DATE _____ ADDENDA NO. _____ DATE _____ ADDENDA NO. _____ DATE _____
ADDENDA NO. _____ DATE _____ ADDENDA NO. _____ DATE _____ ADDENDA NO. _____ DATE _____

REQUIRED MWBE INFORMATION

Is this firm a Women-Owned Business? Yes No
Is this firm a Minority-Owned Business? Yes No
Are you currently certified by any Agency? Yes No If so, Agency Name: _____

Is Offeror a certified Local and MWBE Supplier Eligible for MWBE Preference? Yes _____ No (Select one)

If 'Yes', **attach** and so indicate that a copy of LOCAL MWBE Certification document is attached: Yes _____ No (Select one)

**** PROPOSAL DOCUMENT SHALL BE SIGNED BY A REPRESENTATIVE OF THE FIRM AUTHORIZED TO LEGALLY BIND THE FIRM**

By signing and submitting these proposal documents, the undersigned certifies that all information submitted is accurate, that the firm has reviewed the Pima County Behavioral Health website for solicitation addenda and incorporated to their proposal that the firm is qualified and willing to provide the services requested, and that the firm will comply with all requirements of the solicitation. This firm also certifies it will enter into the SAMPLE CONTRACT attached, as written: Yes ___ No ___(Select one)

SIGNATURE: _____ DATE: _____

PRINTED NAME & TITLE OF AUTHORIZED REPRESENTATIVE SIGNING THE PROPOSAL _____

PHONE AND E-MAIL: _____

END OF APPENDIX 1

APPENDIX II: MINIMUM QUALIFICATIONS VERIFICATION FORM (1 Page)

OFFEROR'S NAME: _____

OFFEROR certifies that they possess the following minimum qualifications and shall provide the requested documents that substantiate their satisfaction of the Minimum Qualifications. Failure to provide the information required by these Minimum Qualifications and required to substantiate *responsibility* may be cause for the OFFEROR'S proposal to be rejected as **Non-Responsive**.

Provide documented and verifiable evidence that your firm satisfies the following Minimum Qualifications, and indicate what/if any attachments are submitted.

ITEM NO.	MINIMUM QUALIFICATIONS	COMPLIANCE YES/NO (SELECT ONE)	DOCUMENT TITLE AND NUMBER OF PAGES SUBMITTED FOR EACH DOCUMENT
1	The OFFEROR filing the proposal must have not less than three (3) years of experience in administering and providing a full range of behavioral health services in Arizona.	Yes/No	
2	The OFFEROR must be registered with the Arizona Corporation Commission and submit a Certificate of Good Standing with the proposal.	Yes/No	

SIGNATURE: _____ DATE: _____

PRINTED NAME & TITLE OF AUTHORIZED OFFEROR REPRESENTATIVE EXECUTING OFFER

END OF APPENDIX II

APPENDIX III: QUESTIONNAIRE (2 Pages)

OFFERORS should respond in the form of a thorough narrative to each specification as guided by this questionnaire. The narratives, along with required supporting materials will be evaluated and awarded points accordingly. Forms provided and requested for inclusion in this proposal shall not be modified.

A. Project Plan (0-40 points)

1. Describe your proposed system to monitor Evaluation Agency bed availability throughout the day.
2. Provide a plan for managing phone calls from hospitals or other partners in the behavioral health system who will call for system referrals, prior authorization or bed location. Include transfer protocols, staffing patterns, timeframe expectations, customer service protocols, and scenarios for multiple simultaneous calls. Include a sample form your organization will use to capture information from these calls. Staffing to respond to such calls must be provided 24/7.
3. Demonstrate your knowledge of the differences between each of the following, especially as it relates to the beginning of the process:
 - a. An application for involuntary evaluation
 - b. An application for emergency admission for evaluation
4. Submit the guidelines you propose to use to determine whether an individual can be diverted out of the process, diverted into an outpatient process or needs to continue in the court ordered evaluation process. Please state how you would address the COUNTY'S desire to reduce the number of unnecessary evaluations, including a plan for addressing patients who present under an application for emergency admission multiple times and have their petitions dropped prior to hearing.
5. Detail your plan to ensure that evaluations take place within Statutory guidelines and a physician or mid-level practitioner sees and assesses patients on a daily basis, including weekends and holidays, to determine whether the patient is willing to accept treatment voluntarily or continues to require involuntary commitment.
6. Describe the system you would put in place to ensure that petitions are not dropped or hearings rescheduled due to a lack of doctor availability to testify, filing errors, petitions that did not meet the criteria, or other logistical/procedural errors. Also describe the ongoing training to address any issues that you identify with these issues.
7. Specify how you would ensure coordination of care with the RBHA, Comprehensive Service Providers (CSPs), family members and other behavioral health stakeholders.
8. Submit a plan, with timeframe goals, for creating and implementing an outpatient COE program. Detail costs involved, personnel needed, and your plan to involve stakeholders, including the COUNTY.
9. Describe your process for working with staff at the Pima County Adult Detention Complex to transfer patients who have been released from custody but remain under a COE or a petition for Court Ordered Treatment (COT).
10. Provide a plan for education of evaluation agencies and other area hospitals on Title 36, Chapter 5 Statutes, COE processes, utilization management, submission of successful claims, and denial policies. Include comments on continuing education and guidance when evaluation agencies do not submit billing in proper timeframes, bill for services that were not authorized, or do not bill for prior authorized services.
11. Provide your claims payment and denial policies, describe your proposed appeals process and adjudication of claims to ensure claims are paid in a timely manner and consistent with State and COUNTY laws.
12. Describe your organization's proposed utilization management and quality management processes.
13. Describe the information systems you would use to process claims, make claims payments, process denials and the system's reporting capabilities. Include sample reports. Include length of time your organization has been using this software and your experience paying claims. Please include a description of the limitations of your information systems.
14. State how your organization will ensure that Providers verify that no payer other than COUNTY exists for proposed patients receiving services under the COE process and that patients meet the criteria for COUNTY mandated payment.
15. Provide your Transition Plan, including an estimate of the amount of time it will take you from notice of award to full implementation of all expected deliverables as outlined in this RFP. Services must begin on July 1, 2015. Include an explanation of how you will work with the existing contractor and COUNTY to ensure a smooth transition.

B. Cost (0-30 points)

16. Please fill in the form provided in **Appendix IV, Financial Summary Form**. Provide detail showing how you calculated amounts.
17. Define what your organization considers to be indirect costs. State your current organizational indirect cost rate. Describe in detail what indirect costs you associate with this proposal/budget. What rate will you designate to pay for your indirect costs for this proposal?
18. State your proposed minimum rate for each of the following:
 - a. Daily inpatient rate for COE days
 - b. Daily inpatient rate for PEP days
 - c. Reimbursement rate for physician evaluations

C. Company Experience (0-20 points)

19. Describe your company structure, stating whether your organization is designated as a not for profit or a for profit entity. Provide a copy of your most recent audited financial statements.
20. Please describe your organization's experience with the COE process. Also include a description of your organization's management of any programs or processes similar to those required here.
21. Describe your organization's success in completing similar projects on time and within budget. Include and provide historical data.
22. If a subcontractor will perform work on the project, include and provide full details for each of questions 19-21 as it relates to the subcontractor(s).
23. Provide confirmation that your organization is in agreement with the **Business Associate Agreement** provided as **Exhibit C** to the Sample Contract.

D. References (0-10 points)

24. Provide at a minimum three references using the form in **Appendix V, Reference Form**. Reference forms shall be emailed with the proposal directly to the COUNTY at RecoveryNow@pima.gov.

END OF APPENDIX III

APPENDIX IV: FINANCIAL SUMMARY FORM (1 Page)

**COURT ORDERED EVALUATION - FINANCIAL SUMMARY
Pima County FY 2015 (July 2015 - June 2016)**

For the response to the RFP, please propose amounts for each of the following line items.
You may add additional budget categories if necessary.

Budget Category	Annual Budget Jul 2015 - Jun 2016	Budget Narrative / Detail Justifying Amount
Claims Payments (COE):		
Hospital Inpatient Days		
Physician Evaluations		
Transportation for COE Patients		
Sub-total Claims Payments - COE	0	
PEP Inpatient Days		
Program Coordination Expenses		
Discharge Planning		
Direct Staff and Direct Operating		
Sub-total Program Expenses	0	
Indirect Cost		
TOTAL NOT TO EXCEED AMOUNT (excludes profit)	0	

END OF APPENDIX IV

APPENDIX V: REFERENCE FORM (1 Page)

Reference #
Company Name:
Contact Name and Title:
Contact Telephone Number:
Contact email address:
Contact Fax Number:
Brief description of client organization:

Reference #
Company Name:
Contact Name and Title:
Contact Telephone Number:
Contact email address:
Contact Fax Number:
Brief description of client organization:

Reference #
Company Name:
Contact Name and Title:
Contact Telephone Number:
Contact email address:
Contact Fax Number:
Brief description of client organization:

END OF APPENDIX V

<p>PIMA COUNTY OFFICE OF MEDICAL SERVICES</p> <p>PROJECT: COUNTY-WIDE INVOLUNTARY COMMITMENT SYSTEM ADMINISTRATION</p> <p>CONTRACTOR: (Awardee legal name & address)</p> <p>AMOUNT:</p> <p>FUND: General Fund</p>	<p>(STAMP HERE)</p>
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PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is entered into between Pima County, a body politic and corporate of the State of Arizona, hereinafter called COUNTY; and [Legal Name as documented by the ACC or sole proprietorship], hereinafter called CONTRACTOR.

W I T N E S S E T H

WHEREAS, pursuant to Arizona Revised Statutes §36-545.06, COUNTY is responsible for the provision, either directly or by CONTRACT, of the services of a screening agency and an evaluation agency; and

WHEREAS, COUNTY provides funding for the seriously mentally ill and the services of a screening agency through an Intergovernmental Agreement with the Arizona Department of Health Services; and

WHEREAS, COUNTY has financial responsibility for certain services provided as part of the involuntary evaluation process, and has the expectation that those services be provided in the least restrictive and most cost effective setting appropriate for an individual's needs; and

WHEREAS, COUNTY wishes to reduce the use of hospital emergency departments for behavioral health crisis services thereby allowing those emergency departments to focus on medical care more appropriate to the emergency department setting; and

WHEREAS, in order to achieve a reduction in the use of area emergency departments for behavioral health crisis services, early intervention and alternative programming is necessary and desirable; and

WHEREAS, currently, the overwhelming majority of individuals undergoing involuntary evaluation are evaluated on an inpatient basis in the highest acuity setting without careful consideration as to whether those individuals could potentially be evaluated in a lower acuity setting or on an outpatient basis and the Parties desire to investigate and develop viable alternative programming that will allow for involuntary evaluation in lower acuity settings; and

WHEREAS, COUNTY wishes CONTRACTOR to work collaboratively with Community Behavioral Health Stakeholders, including Hospital Operators, to leverage clinical, operational and training resources and integrate those resources to accomplish a robust, aggressive crisis service continuum; and

WHEREAS, COUNTY has the authority, but not the obligation, to provide for the care and maintenance of the sick of the county pursuant to A.R.S. §11-251(5) and provide for the hospitalization and medical care of the sick in the county and, to the extent that such expenses are not covered by a third party payer, to persons under the supervision of a county corrections agency pursuant to A.R.S. §11-291; and

WHEREAS, COUNTY desires the services of a CONTRACTOR to serve as a single point of coordination, management and administration for involuntary evaluation claims for which COUNTY is a payer; and

WHEREAS, consistent with Board of Supervisor Policy D29.7, CONTRACTOR submitted the most advantageous response to the Pima County Office of Medical Services Solicitation for offer(s) dated December 29, 2014, titled County-Wide Involuntary Commitment System Administration, Solicitation No. BH-2014-001, to provide administration and oversight of Pima County's statutory responsibilities set forth in Arizona Revised Statutes Title 36, Chapter 5, Article 4, and Court-Ordered Evaluations (COE).

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I - TERM AND EXTENSION/RENEWAL/CHANGES

This CONTRACT, as awarded by the Board of Supervisors, shall commence on July 1, 2015 and shall terminate on June 30, 2016, unless sooner terminated or further extended pursuant to the provisions of this CONTRACT. The parties may renew this CONTRACT for up to four (4) additional one-year periods or any portion thereof.

Any modification or extension of the contract termination date shall be by formal written amendment executed by the parties hereto.

Amendments to the CONTRACT must be approved by the Board of Supervisors or the Procurement Director, as required by the Pima County Procurement code, before any work or deliveries under the Amendment commences.

ARTICLE II – SCOPE OF SERVICES

This CONTRACT establishes the agreement under which the CONTRACTOR will provide to COUNTY products and services in accordance with the attached **Exhibit A: Scope of Services** (5 pages).

CONTRACTOR shall provide COUNTY the goods and services as defined in this CONTRACT. All goods and services shall comply with the requirements and specifications as called for in this CONTRACT and as indicated in the Arizona Revised Statutes, Title 36, Chapter 5, and solicitation documents contained or referenced in Pima County Behavioral Health Solicitation No. BH-2014-001; these documents are incorporated into the CONTRACT the same as if set forth in full herein.

CONTRACTOR shall employ suitably trained and skilled professional personnel to perform all services under this CONTRACT.

CONTRACTOR will monitor proposed or pending legislation or other factors that may impact provision of services pursuant to this CONTRACT, and use commercially reasonable efforts to quantify such impacts and regularly communicate such findings to COUNTY with any suggestions, or actions taken, to mitigate adverse outcomes of such legislation or other factors. In the event that a change in law or State or Federal participation in publicly funded healthcare benefits or funding beyond the control of CONTRACTOR and COUNTY causes a significant and direct impact on the provision of services pursuant to this CONTRACT, CONTRACTOR and COUNTY agree to meet and assess the nature and scope of the impact and agree on a course of action.

ARTICLE III – COMPENSATION AND PAYMENT

In consideration for the goods and services specified in this CONTRACT, COUNTY agrees to pay to CONTRACTOR an amount not to exceed \$XXXX. Pricing for work will be as set forth in **Exhibit B: Compensation** (3 pages).

Although State and City sales tax may not be fully or accurately defined on an order, they will be paid when they are DIRECTLY applicable to Pima County and invoiced as a separate line item; those taxes should not be included in the item unit price.

CONTRACTOR shall provide detailed documentation in support of requested payment. Payment requests shall assign all costs to items identified by **Exhibit B: Compensation** (3 pages).

It is the intention of both parties that pricing shall remain firm during the term of the CONTRACT. Price increases shall only be considered in conjunction with a renewal of the CONTRACT. In the event that economic conditions are such that unit price increases are desired by the CONTRACTOR upon renewal of the CONTRACT, CONTRACTOR shall submit a written request to COUNTY with supporting documents justifying such increases at least 90 days prior to the termination date of the CONTRACT. It is agreed that the unit prices shall include compensation for the CONTRACTOR to implement and actively conduct cost and price control activities. COUNTY will review the proposed pricing and determine if it is in the best interest of COUNTY to renew or extend the CONTRACT as provided for in Article I of this CONTRACT.

CONTRACTOR shall not provide goods and services in excess of the services indicated in **Exhibit A: Scope of Services** (5 pages) or in excess of Line Item and Contract Amounts indicated in **Exhibit B: Compensation** (3 pages) without prior authorization by an amendment executed by COUNTY. Goods and Services provided in excess of Line Item or Contract Total Amounts without prior authorization by fully executed amendment will be at CONTRACTOR'S own risk.

For the period of record retention required under Article XXII, COUNTY reserves the right to question any payment made under this Article and to require reimbursement therefore by setoff or otherwise for payments determined to be improper or contrary to the CONTRACT or law.

CONTRACTOR shall comply with Arizona Revised Statutes § 11-624.B, which states: "Each nonprofit corporation that receives in excess of one hundred thousand dollars (\$100,000) in COUNTY assistance in any fiscal year shall file for each such fiscal year at the corporation's expense with the Board of Supervisors either audited financial statements prepared in accordance with federal single audit regulations or financial statements prepared in accordance with generally accepted accounting principles and audited by an independent certified public accountant." Beginning with Fiscal Year 2012 and thereafter, CONTRACTOR will provide, as part of its independent audit report, a separate fund accounting summary including an income statement that reflects auditors' review findings of financial transactions exclusively pertaining to the CONTRACT.

ARTICLE IV - INSURANCE

The CONTRACTOR'S insurance shall be primary insurance and non-contributory with respect to all other available sources. CONTRACTOR shall obtain and maintain at its own expense, during the entire term of this CONTRACT the following type(s) and amounts of insurance:

- a) Commercial General Liability in the amount of \$1,000,000.00 combined single limit Bodily Injury and Property Damage. Pima County is to be named as an additional insured for all operations performed within the scope of the CONTRACT between Pima County and CONTRACTOR;
- b) Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this CONTRACT with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage;
- c) If this CONTRACT involves professional services, professional liability insurance in the amount of \$1,000,000.00; and,
- d) If required by law, workers' compensation coverage including employees' liability coverage.

CONTRACTOR shall provide COUNTY with current certificates of insurance. All certificates of insurance must provide for guaranteed thirty (30) days written notice to the COUNTY of cancellation, non-renewal or material change.

CONTRACTOR will require its subcontractors to obtain and maintain at subcontractors' expense, insurance in the types and minimum amounts listed in this section.

ARTICLE V - INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by the CONTRACTOR, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this CONTRACT.

CONTRACTOR warrants that all products and services provided under this contract are non-infringing. CONTRACTOR will indemnify, defend and hold COUNTY harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this CONTRACT.

ARTICLE VI - COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. The laws and regulations of the State of Arizona shall govern the rights of the parties, performance and disputes of and between the parties. Any action relating to this CONTRACT shall be brought in a court of the State of Arizona in Pima County.

Any changes in the governing laws, rules, and regulations during the terms of this CONTRACT shall apply, but do not require an amendment/revisions.

ARTICLE VII - INDEPENDENT CONTRACTOR

The status of the CONTRACTOR shall be that of an independent contractor. Neither CONTRACTOR nor CONTRACTOR'S officers, agents or employees shall be considered an employee of Pima County or be entitled to receive any employment-related fringe benefits under the Pima County Merit System. CONTRACTOR shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of CONTRACTOR'S failure to pay such taxes. CONTRACTOR shall be solely responsible for program development and operation.

ARTICLE VIII - SUBCONTRACTOR

CONTRACTOR will be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor and of persons for whose acts any of them may be liable to the same extent that the CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract shall create any obligation on the part of COUNTY to pay or see to the payment of any money due any subcontractor, except as may be required by law.

ARTICLE IX - ASSIGNMENT

CONTRACTOR shall not assign its rights to this CONTRACT, in whole or in part, without prior written approval of the COUNTY. Approval may be withheld at the sole discretion of COUNTY, provided that such approval shall not be unreasonably withheld.

ARTICLE X - NON-DISCRIMINATION

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 **including flow down of all provisions and requirements to any subcontractors**. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive Order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf which is hereby incorporated into this CONTRACT as if set forth in full herein. During the performance of this

CONTRACT, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

ARTICLE XI - AMERICANS WITH DISABILITIES ACT

CONTRACTOR shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

ARTICLE XII - AUTHORITY TO CONTRACT

CONTRACTOR warrants its right and power to enter into this CONTRACT. If any court or administrative agency determines that COUNTY does not have authority to enter into this CONTRACT, COUNTY shall not be liable to CONTRACTOR or any third party by reason of such determination or by reason of this CONTRACT.

ARTICLE XIII - FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of this CONTRACT to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time shall not be construed as an accord and satisfaction.

ARTICLE XIV - CANCELLATION FOR CONFLICT OF INTEREST

This CONTRACT is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this CONTRACT by reference.

ARTICLE XV – TERMINATION OF CONTRACT FOR DEFAULT

A. Upon a failure by CONTRACTOR to cure a default under this CONTRACT within 10 days of receipt of notice from COUNTY of the default, COUNTY may, in its sole discretion, terminate this CONTRACT for default by written notice to CONTRACTOR. In this event, COUNTY may take over the work and complete it by contract or otherwise. In such event, CONTRACTOR shall be liable for any damage to the COUNTY resulting from CONTRACTOR's default, including any increased costs incurred by COUNTY in completing the work.

B. The occurrence of any of the following, without limitation to the named events, shall constitute an event of default:

1. Abandonment of or failure by CONTRACTOR to observe, perform or comply with any material term, covenant, agreement or condition of this CONTRACT, or to prosecute the work or any separable part thereof with the diligence that will insure completion within the time specified in this contract, including any extension, or a failure to complete the work (or the separable part of the work) within the specified time;
2. Persistent or repeated refusal or failure to supply adequate staff, resources or direction to perform the work on schedule or at an acceptable level of quality;
3. Refusal or failure to remedy defective or deficient work within a reasonable time;
4. Loss of professional registration or business or other required license or authority, or any curtailment or cessation for any reason of business or business operations that would substantially impair or preclude CONTRACTOR's performance of this CONTRACT;
5. Disregard of laws, ordinances, or the instructions of COUNTY or its representatives, or any otherwise substantial violation of any provision of the CONTRACT;
6. Performance of work hereunder by personnel that are not qualified or permitted under state law or local law to perform such services;
7. Commission of any act of fraud, misrepresentation, willful misconduct, or intentional breach of any provision of this CONTRACT; or
8. If a voluntary or involuntary action for bankruptcy is commenced with respect to CONTRACTOR,

or CONTRACTOR becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver or liquidator appointed in respect of its assets.

C. In the event of a termination for default:

1. All finished and unfinished drawings, specifications, documents, data, studies, surveys, drawings, photographs, reports and other information in whatever form, including electronic, acquired or prepared by CONTRACTOR for this project shall become COUNTY's property and shall be delivered to COUNTY not later than five (5) business days after the effective date of the termination;
2. COUNTY may withhold payments to CONTRACTOR arising under this or any other CONTRACT for the purpose of set-off until such time as the exact amount of damage due COUNTY from CONTRACTOR is determined; and
3. Subject to the immediately preceding subparagraph (2), COUNTY's liability to CONTRACTOR shall not exceed the CONTRACT value of work satisfactorily performed prior to the date of termination for which payment has not been previously made.

D. The CONTRACT will not be terminated for default nor the CONTRACTOR charged with damages under this Article, if:

1. Excepting item (8) in paragraph B above, the event of default or delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR. Examples of such causes include—
 - (i) Acts of God or of the public enemy,
 - (ii) Acts of the COUNTY in either its sovereign or contractual capacity,
 - (iii) Acts of another CONTRACTOR in the performance of a CONTRACT with the COUNTY,
 - (iv) Fires,
 - (v) Floods,
 - (vi) Epidemics,
 - (vii) Quarantine restrictions,
 - (viii) Strikes,
 - (ix) Freight embargoes,
 - (x) Unusually severe weather, or
 - (xi) Delays of subcontractors at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both CONTRACTOR and the subcontractor(s); and
2. The CONTRACTOR, within seven (7) days from the beginning of any event of default or delay (unless extended by COUNTY), notifies the COUNTY in writing of the cause(s) therefore. In this circumstance, the COUNTY shall ascertain the facts and the extent of the resulting delay. If, in the reasonable judgment of COUNTY, the findings warrant such action, the time for completing the work may be extended.

E. For the purposes of paragraph A above, "receipt of notice" shall include receipt by hand by CONTRACTOR's designated representative, by facsimile transmission with notice of receipt, or under the Notices clause of this CONTRACT.

F. If, after termination of the CONTRACT for default, it is determined that the CONTRACTOR was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the COUNTY.

G. The rights and remedies of COUNTY in this Article are cumulative and in addition to any other rights and remedies provided by law or under this CONTRACT.

ARTICLE XVI – TERMINATION FOR CONVENIENCE

COUNTY reserves the right to terminate this CONTRACT at any time and without cause by serving upon CONTRACTOR 30 days advance written notice of such intent to terminate. In the event of such termination, the COUNTY'S only obligation to CONTRACTOR shall be payment for services rendered prior to the date of termination.

Notwithstanding any other provision in this CONTRACT, this CONTRACT may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this CONTRACT. In the event of such termination, COUNTY shall have no further obligation to CONTRACTOR, other than to pay for services rendered prior to termination.

ARTICLE XVII - NOTICE

Any notice required or permitted to be given under this CONTRACT shall be in writing and shall be served by personal delivery or by certified mail upon the other party as follows:

COUNTY:
Behavioral Health Administrator
Pima County Behavioral Health Office
3950 S. Country Club Rd, Suite 300
Tucson, AZ 85714

CONTRACTOR:
[Name, legal address, fax/phone of
Contractor Officer winning bid]

ARTICLE XVIII - NON-EXCLUSIVE CONTRACT

CONTRACTOR understands that this CONTRACT is nonexclusive and is for the sole convenience of COUNTY. COUNTY reserves the right to obtain like services from other sources for any reason.

ARTICLE XIX – OTHER DOCUMENTS

CONTRACTOR and COUNTY in entering into this CONTRACT have relied upon information provided in the Pima County Behavioral Health Solicitation No. BH-2014-001, including the Request for Proposals, Instructions to Offerors, Standard Terms and Conditions, Sample Contract and Exhibits, Solicitation Addenda (if any), CONTRACTOR's Proposal and any other information and documents submitted by the CONTRACTOR in its response to Solicitation No. BH-2014-001. These documents are hereby incorporated into and made a part of this CONTRACT as if set forth in full herein, to the extent not inconsistent with the provisions of this CONTRACT.

ARTICLE XX - REMEDIES

Either party may pursue any remedies provided by law for the breach of this CONTRACT. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this CONTRACT.

ARTICLE XXI - SEVERABILITY

Each provision of this CONTRACT stands alone, and any provision of this CONTRACT found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this CONTRACT.

ARTICLE XXII – BOOKS AND RECORDS

CONTRACTOR shall keep and maintain proper and complete books, records and accounts, which shall be open at all reasonable times for inspection and audit by duly authorized representatives of COUNTY.

CONTRACTOR and COUNTY agree that inasmuch as COUNTY is the ultimate payer for services rendered as set forth in this CONTRACT, data collected pursuant to this CONTRACT is the property of COUNTY and CONTRACTOR will provide such data to COUNTY as requested in a format acceptable to COUNTY.

In addition, CONTRACTOR shall retain all records relating to this CONTRACT at least 5 years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

ARTICLE XXIII – PUBLIC INFORMATION

Pursuant to A.R.S. § 39-121 et seq., all information submitted in response to this solicitation, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors, subject to limitations indicated in the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

Any records or information, not otherwise protected by HIPAA, submitted in response to this solicitation that CONTRACTOR reasonably believes constitute proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by respondent prior to the close of the solicitation.

Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., COUNTY shall release records marked CONFIDENTIAL ten (10) business days after the date of notice to the respondent of the request for release, unless respondent has, within the ten day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release shall not be counted in the time calculation. Respondent shall be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

COUNTY shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor shall COUNTY be in any way financially responsible for any costs associated with securing such an order.

ARTICLE XXIV – LEGAL ARIZONA WORKERS ACT COMPLIANCE

CONTRACTOR hereby warrants that it will at all times during the term of this CONTRACT comply with all federal immigration laws applicable to CONTRACTOR'S employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). CONTRACTOR shall further ensure that each subcontractor who performs any work for CONTRACTOR under this CONTRACT likewise complies with the State and Federal Immigration Laws.

COUNTY shall have the right at any time to inspect the books and records of CONTRACTOR and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of CONTRACTOR's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this CONTRACT subjecting CONTRACTOR to penalties up to and including suspension or termination of this CONTRACT. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, CONTRACTOR shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.

CONTRACTOR shall advise each subcontractor of COUNTY's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"SUBCONTRACTOR hereby warrants that it will at all times during the term of this CONTRACT comply with all federal immigration laws applicable to SUBCONTRACTOR's employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that COUNTY may inspect the SUBCONTRACTOR'S books and records to insure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR will be deemed to be a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this CONTRACT."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of CONTRACTOR. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of CONTRACTOR's approved construction or critical milestones

schedule, such period of delay shall be deemed excusable delay for which CONTRACTOR shall be entitled to an extension of time, but not costs.

ARTICLE XXV- GRANT COMPLIANCE

Not Applicable.

ARTICLE XXVI - HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

With respect to protected health information, CONTRACTOR agrees to comply with the terms of the Business Associate Agreement as set forth in **Exhibit C: Business Associate Agreement** (5 pages) to this CONTRACT.

ARTICLE XXVII - ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This CONTRACT may be modified, amended, altered or extended only by a written amendment signed by the parties.

The following documents are attached and incorporated into the CONTRACT as set forth herein:

- Exhibit A: Scope of Services (5 pages)
- Exhibit B: Compensation (3 pages)
- Exhibit C: Business Associate Agreement (5 pages)
- Exhibit D: Reporting (10 pages)
- Exhibit E: Glossary (3 pages)

(Remainder of this page intentionally left blank)

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

PIMA COUNTY:

CONTRACTOR:

Chairman, Board of Supervisors

Authorized Officer Signature

Date

Printed Name and Title

ATTEST:

Date

Clerk of Board

Date

APPROVED AS TO FORM:

Deputy County Attorney

Date

APPROVED AS TO CONTENT

Behavioral Health Administrator

Date

EXHIBIT A: SCOPE OF SERVICES

CONTRACTOR will provide County-wide administration and oversight of Pima County's statutory responsibilities set forth in Arizona Revised Statutes Title 36, Chapter 5, Article 4, Court-Ordered Evaluations (COE). In addition, until the Court is available for the involuntary commitment process seven days a week, CONTRACTOR will administer payments for the Post Evaluation Period (PEP) allocation from Pima County for up to four days after the petition for court-ordered treatment is filed for patients detained in an inpatient facility pursuant to A.R.S. §36-535. In performing its obligations under this Agreement, CONTRACTOR must, at a minimum, perform or cause the following services to be performed:

1. Coordination of Court Ordered Evaluation (COE) Services.

1.1 General Transfer Principles.

CONTRACTOR must coordinate transfer of Proposed Patients from the Crisis Response Center (CRC), area hospitals and the Pima County Adult Detention Complex (PCADC) to Evaluation Agencies. Transfer protocols must be approved by the COUNTY and address the following principles:

- 1.1.1 Requests from hospitals that are not licensed as Evaluation Agencies are to be given priority over transfer requests from Evaluation Agencies.
- 1.1.2 Proposed Patient must be medically stable for transfer.
- 1.1.3 Placement at the closest facility is the first choice for placement unless there are mitigating logistical, payer, or time constraint issues that make transfer infeasible.
- 1.1.4 If no beds are available at the closest Evaluation Agency, other Evaluation Agencies will be called and calling will continue until an appropriate bed is located for the Proposed Patient.
- 1.1.5 CONTRACTOR will authorize inpatient admission for COE only when clinically indicated.

1.2. Bed Tracking, Community Communication and Referral Services.

- 1.2.1 Widely publicize the phone number at which area health care providers, including hospitals, nursing homes, behavioral health providers, and law enforcement agencies (collectively the "Community") may speak with CONTRACTOR or its representative to obtain assistance with Proposed Patient transfers on a 24 hour per day, seven day per week basis.
- 1.2.2 Monitor Evaluation Agency bed availability throughout the day.
- 1.2.3 Assist members of the Community to locate available psychiatric beds for use by Proposed Patients.
- 1.2.4 Implement an expeditious process for transferring Proposed Patients between facilities.
- 1.2.5 If inpatient admission is not appropriate, assist providers, law enforcement and emergency services personnel to identify appropriate placements for individuals who are in crisis.
- 1.2.6 Coordinate with the staff of the PCADC to transfer to the CRC or other facility patients that have been released from custody of PCADC, but remain under COE or Petition for Court Ordered Treatment (COT).

1.3 Integration of existing behavioral health crisis services and expansion of outpatient COE alternatives.

- 1.3.1 CONTRACTOR shall continue to coordinate and integrate COE and crisis services with the full continuum of care to assure use of the least restrictive environment available, as clinically indicated, and minimize the inappropriate use of emergency departments and detention centers for adults in crisis.
- 1.3.2 CONTRACTOR will work toward partnering with appropriate Provider(s) to develop an outpatient COE program.

1.4 Provide training and education to physicians and administrative personnel at Evaluation Agencies.

CONTRACTOR shall periodically offer to, encourage participation from, and provide to appropriate staff at Evaluation Agencies and other area hospitals, opportunities for in-service and/or off-site training and technical assistance regarding the involuntary commitment process as appropriate. Such training/technical assistance may include, but is not limited to:

- 1.4.1 State laws that govern the process of involuntary commitment;
- 1.4.2 Training by the Pima County Attorney's Office (PCAO) on paperwork, proper courtroom testimony and decorum and Pima County's process;
- 1.4.3 Utilization management;
- 1.4.4 Billing/claims processing; and
- 1.4.5 Contract compliance

The quarterly narrative report which CONTRACTOR will submit to COUNTY will include a summary of training activities and insights, including any perceived training deficiencies at Evaluation Agencies.

2. CONTRACTOR's Provider Manual

CONTRACTOR will provide to COUNTY, for COUNTY's review and approval, a Provider Manual for Evaluation Agencies and other providers involved in the COE process. Once approved, any proposed revisions CONTRACTOR may have will be presented to COUNTY in a "track changes" document. Within 15 days of COUNTY approval CONTRACTOR will distribute to all Evaluation Agencies and COUNTY the final amended Provider Manual.

At a minimum, CONTRACTOR's Provider Manual must reflect the following COUNTY requirements:

2.1. A.R.S. Title 36, Chapter 5 related duties:

CONTRACTOR must endeavor to cause services provided pursuant to this Agreement to be provided in the least restrictive setting appropriate and possible, as clinically indicated, with the opportunity for a Proposed Patient to participate in their evaluation and treatment on a voluntary basis. Accordingly CONTRACTOR will require Evaluation Agencies providing services on an inpatient basis to:

- 2.1.1. Document that a physician or mid-level practitioner sees and assesses patients on a daily basis, including weekends and holidays, to determine whether Proposed Patients continue to require involuntary commitment. If the patient no longer requires involuntary commitment services, the patient will be released as soon as practicable pursuant to ARS 36-527 and ARS 36-531;
- 2.1.2. Ensure that psychiatric staff engage in treatment methods that appropriately seek opportunities to discontinue the use of the involuntary evaluation process and refer individuals to appropriate and available follow-up care upon discharge;
- 2.1.3. Verify, together with the CONTRACTOR, using CONTRACTOR's utilization management process, which will be updated and incorporated into the CONTRACTOR's Provider Manual as approved by the COUNTY, that for each involuntary inpatient admission no other patient disposition or site of service was clinically appropriate and available; and
- 2.1.4. Obtain input from Comprehensive Service Providers (CSPs) facilitate discharge planning from the Evaluation Agencies as relates to the COE process.

2.2. Claims and Payment

- 2.2.1 CONTRACTOR will administer funds and develop processes with the aim of reducing involuntary inpatient hospitalization that is not clinically indicated. CONTRACTOR's compensation is based on a predetermined not to exceed amount (shown in **Exhibit B - Compensation**) serving as total COUNTY payment for all valid COE services and PEP days and includes funds for:
 - 2.2.1.1 Reimbursement of Evaluation Agencies for a COE period of up to four (4) days for the inpatient COE period;
 - 2.2.1.2 Until the Court is available for the filing of documents related to the involuntary commitment process seven days a week, reimbursement of hospital facility charges for PEP days, at the rate set forth in **Exhibit B: Compensation**, for up to four (4) calendar days for patients that do not have a payer and are incapable of payment. The maximum reimbursement for the involuntary inpatient period is eight (8) calendar days (up to four COE days plus up to four PEP days);
 - 2.2.1.3 Reimbursement of up to two (2) evaluations by two different physicians or psychiatrists, one of whom may be a resident, consistent with ARS §36-501, and billed under Current Procedural Terminology (CPT) Codes 90791 and/or 90792 – psychiatric interview; and
 - 2.2.1.4 Transportation for purpose of accomplishing a transfer.
- 2.2.2 CONTRACTOR will adjudicate all COE and PEP claims to include hospital, physician, and transportation services for dates of service of July 1, 2015 through June 30, 2016, up to the termination date of this Agreement pursuant to the claim submission timelines and requirements expressed in this Agreement and in CONTRACTOR's Provider Manual. Evaluation Agencies must review and process all evaluation paperwork to ensure complete and accurate filing in the

timelines specified by the PCAO. CONTRACTOR will require Providers to comply with the PCAO and Court deadlines, promptly respond to the PCAO requests for information, and make court appearances as requested.

2.2.3 CONTRACTOR will remunerate Providers rendering services related to the involuntary commitment process as described herein within thirty (30) days of receipt of a clean claim. Failure to adjudicate claims in a timely fashion as indicated herein may be construed by COUNTY as breach of this Agreement. A breach of this Agreement may result in financial penalty to the CONTRACTOR.

2.3 Coordination of benefits

2.3.1 CONTRACTOR will ensure that Providers verify that no payer other than the COUNTY exists for Proposed Patients receiving services under this Agreement. Verification is to include examination of patient/family information to determine if the patient is any of the following:

- 2.3.1.1 Employed;
- 2.3.1.2 Medicaid eligible;
- 2.3.1.3 Medicare eligible;
- 2.3.1.4 Covered by, or eligible for, commercial or private insurance.

2.3.2 CONTRACTOR will verify the Provider has exhausted all appeals of claims denied by payers prior to payment from COUNTY funds.

2.3.3 CONTRACTOR will require Provider to submit verification of payment eligibility to ensure that patient is a Pima County or out-of-state resident, and is at least 18 years of age.

2.4 Denials

CONTRACTOR may deny claims if the Provider does not adhere to the requirements listed previously and for any of the following reasons:

- 2.4.1 Claims submitted for medical services provided to Proposed Patients;
- 2.4.2 Provider bills for services to Proposed Patients after their status changed to voluntary;
- 2.4.3 Dismissal of petition due to physicians performing evaluations after the statutory timelines, including payments for evaluation and inpatient day(s) associated with the hospitalization;
- 2.4.4 Dismissal or continuance of a Petition for COT due to physician's unavailability at the date, time and place of hearing;
- 2.4.5 Failure to file complete petitions with the PCAO within the timeframe set forth by PCAO;
- 2.4.6 Failure to file signed, legible evaluation paperwork that provides detail and specificity to meet statutory requirements and satisfy the needs of the court;

2.4.7 Failure to document that a physician or mid-level practitioner sees and assesses patients on a daily basis, including weekends and holidays, to determine whether Proposed Patients continue to require involuntary commitment; or

2.4.8 Failure to adhere to Court orders, State Statutes governing the involuntary commitment process, or cases in which the Providers' actions put either the Proposed Patient or the community at risk. Upon a Provider's appeal of such a denial, CONTRACTOR's Chief Medical Officer or designee, in conjunction with COUNTY's Behavioral Health Administrator, will research and review the facts of the case to determine whether the denial was appropriate. Additionally, such review may result in a referral to CONTRACTOR's Compliance Committee for appropriate follow-up. In the case of a difference of opinion between CONTRACTOR's Chief Medical Officer and COUNTY's Behavioral Health Administrator, the opinion of COUNTY's Behavioral Health Administrator will prevail.

2.5 Payment in Full

CONTRACTOR must include the following language in its Provider Manual and any subcontractor Agreements relating to the services of this Agreement: *"Notwithstanding HOSPITAL's usual and customary billed or posted charges, payment received by HOSPITAL from other payers and (CONTRACTOR) for services under this Agreement related to the period covered by Court Ordered Evaluation and/or PEP days will be construed as payment in full for those services and HOSPITAL will not bill or otherwise request payment for such services from the Proposed Patient or Pima County."*

3. Management and Reporting.

3.1.1 CONTRACTOR must perform utilization review and utilization management.

3.1.2 CONTRACTOR must demonstrate the use of a quality management process tracking quality indicators established by CONTRACTOR in consultation with Pima County's Behavioral Health Administrator.

3.1.3 CONTRACTOR shall exhibit continuous process improvement and will regularly report thereon to Pima County's Behavioral Health Administrator, in addition to specific performance reporting on volume and percentage of patients who go voluntary and petitions dropped prior to court hearing.

3.1.4 CONTRACTOR will provide reports as specified in **Exhibit D: Reporting** – beginning August 31, 2015 for the period beginning July 1, 2015.

3.1.5 COUNTY reserves the right to audit any process or data resulting from provision of services pursuant to this CONTRACT and to request of CONTRACTOR reports or data compilation as COUNTY deems necessary.

EXHIBIT B: COMPENSATION

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

1. Invoicing and Payment

- 1.1 COUNTY will remit to CONTRACTOR by July 15, 2014 a base payment in the amount of \$750,000 to be used as a fund for payment of costs and services provided July 1, 2015 through June 30, 2016, pursuant to this Agreement.
- 1.2 On or before the last day of each month, beginning in August 2015, 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.
- 1.3 COUNTY will review CONTRACTOR's invoice and documentation, and remit to CONTRACTOR within thirty (30) days of receipt of the invoice any amounts of the invoice undisputed by COUNTY.
- 1.4 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.
- 1.5 CONTRACTOR will work with COUNTY to justify, to the satisfaction of COUNTY, any disputed amounts.
- 1.6 Any such approved amounts that were initially disputed by COUNTY will be paid to CONTRACTOR as an addition to the next scheduled monthly payment.
- 1.7 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.
- 1.8 As a condition of payment, CONTRACTOR will submit reports as required in **Exhibit D: Reporting** with or prior to each regular monthly invoice.
- 1.9 Such monthly remits to CONTRACTOR by COUNTY as described in Numbers 1.3 and 1.6 above will continue until the total available funds are exhausted, or until all claims and costs for the period of July 1, 2015 through June 30, 2016, have been resolved, but in no case will any such claims be paid by CONTRACTOR later than December 31, 2016.
- 1.10 After CONTRACTOR has paid all costs and claims for services provided through June 30, 2016, pursuant to this Agreement and in accordance with CONTRACTOR's allowable claims submission timelines, but in no case later than December 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 January 31, 2017. 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 this Agreement, whichever is less.
- 1.11 For each business day delay in submission of the final reconciliation due to COUNTY by January 31, 2017, 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.
- 1.12 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 utilizing funding paid to CONTRACTOR prior to the termination date pursuant to this Exhibit 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. In the event that funding already paid to CONTRACTOR prior to the termination date is not sufficient to adjudicate all claims for the relevant dates of service, CONTRACTOR will forward any remaining claims to COUNTY for adjudication.

- 1.13 If any surplus funds remain after CONTRACTOR's allocation for profit, CONTRACTOR will utilize such surplus funds as approved by COUNTY's Behavioral Health Administrator 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 and CONTRACTOR will return to COUNTY, together with the final reconciliation in 1.10 above, payment for any remaining amount in excess of \$250,000.
- 1.14 After reinvestment expenditures approved by COUNTY as indicated in 1.13 above have concluded, any funds remaining of those approved for such system improvements or enhancements as indicated in 1.13 above will be returned to COUNTY within thirty (30) days of COUNTY's approval of the completed reinvestment project(s).
- 1.15 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 COUNTY or utilize them to develop and implement system improvements or enhancements as approved by COUNTY and indicated herein.
- 1.16 CONTRACTOR shall ensure that funds spent on reinvestment projects as indicated in 1.13 above are appropriately and efficiently spent, and will monitor and report to COUNTY all progress and expenditures made until all reinvestment projects have been approved by COUNTY as completed. COUNTY will have sole discretion to discontinue any specific reinvestment project based on COUNTY's judgment regarding progress or efficiency of the project. In such event, all unspent funds for that project will be returned to COUNTY within 30 days.
- 1.17 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 filing of documents related to 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 Item 3, Budget (below), 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 2015-16	
Hospital inpatient days - COE	\$	xxx
Physician evaluations	\$	xxx
Transportation for COE patients	\$	xxx
Subtotal Claims Payments - COE	\$	XXX
PEP Inpatient Days	\$	XXX
Call coordination	\$	xxx
Transportation NT19 for dropped petitions	\$	xxx
Direct staff and direct operating	\$	xxx
Subtotal Program Expense	\$	XXX
Indirect Costs (Not to Exceed x% of Total)	\$	XXX
TOTAL NOT TO EXCEED AMOUNT	\$	XXXX

Notes:

1. Indirect costs will be paid based on actual expenses or an allocation methodology acceptable to the COUNTY, up to x% of total expenses approved year to date.
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. 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.
4. No expenses above the Total Not to Exceed Amount will be reimbursed.

EXHIBIT C: BUSINESS ASSOCIATE AGREEMENT

WHEREAS, Pima County, on behalf of Pima County Behavioral Health (“Covered Entity”), and XXXXXXXX (“Business Associate”) (each, a “Party,” and collectively, the “Parties”) wish to enter into a Business Associate Agreement to ensure compliance with the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA Privacy and Security Rules”) (45 C.F.R. Parts 160 and 164); and

WHEREAS, the Health Information Technology for Economic and Clinical Health (“HITECH”) Act of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, modified the HIPAA Privacy and Security Rules (hereinafter, all references to the “HIPAA Privacy and Security Rules” include all amendments thereto set forth in the HITECH Act and any accompanying regulations); and

WHEREAS, the Parties have entered into a written or oral arrangement or arrangements (the “Underlying Agreements”) whereby Business Associate will provide certain services to Covered Entity that require Business Associate to create, receive, maintain, or transmit Protected Health Information (“PHI”) on Covered Entity’s behalf, and accordingly Business Associate may be considered a “business associate” of Covered Entity as defined in the HIPAA Privacy and Security Rules; and

WHEREAS, Business Associate and Covered Entity wish to comply with the HIPAA Privacy and Security Rules, and Business Associate wishes to honor its obligations as a business associate to Covered Entity.

THEREFORE, in consideration of the Parties’ continuing obligations under the Underlying Agreements, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Business Associate Agreement (“Agreement”).

Except as otherwise defined herein, any and all capitalized terms in this Agreement shall have the definitions set forth in the HIPAA Privacy and Security Rules. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Privacy and Security Rules, as amended, the HIPAA Privacy and Security Rules in effect at the time shall control. Where provisions of this Agreement are different than those mandated by the HIPAA Privacy and Security Rules, but are nonetheless permitted by the HIPAA Privacy and Security Rules, the provisions of this Agreement shall control.

I. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

A. Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreements, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rules if done by Covered Entity.

B. Business Associate may use PHI in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are permitted under state and federal confidentiality laws.

C. Business Associate may disclose PHI in its possession to third parties for the purposes of its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that:

1. the disclosures are required by law; or

2. Business Associate obtains reasonable assurances from the third parties to whom the PHI is disclosed that the information will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party, and that such third parties will notify Business Associate of any instances of which they are aware in which the confidentiality of the information has been breached.

D. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes “minimum necessary” for purposes of the HIPAA Privacy and Security Rules, Business

Associate shall, to the extent practicable, access, use, and request only PHI that is contained in a limited data set (as defined in 45 C.F.R. § 164.514(e)(2)), unless Business Associate requires certain direct identifiers in order to accomplish the intended purpose of the access, use, or request, in which event Business Associate may access, use, or request only the minimum necessary amount of PHI to accomplish the intended purpose of the access, use, or request.

II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

A. Business Associate agrees not to use or further disclose PHI other than as permitted or required by this Agreement or the Underlying Agreements or as required by law.

B. Business Associate agrees to use appropriate safeguards and to comply, where applicable, with 45 C.F.R. Part 164, Subpart C with respect to Electronic Protected Health Information, to prevent use or disclosure of PHI other than as provided for by this Agreement. Specifically, Business Associate will:

1. implement the administrative, physical, and technical safeguards set forth in 45 C.F.R. §§ 164.308, 164.310, and 164.312 that reasonably and appropriately protect the confidentiality, integrity, and availability of any PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity, and, in accordance with 45 C.F.R. § 164.316, implement and maintain reasonable and appropriate policies and procedures to enable it to comply with the requirements outlined in 45 C.F.R. §§ 164.308, 164.310, and 164.312; and

2. report to Covered Entity any Security Incident, and any use or disclosure of PHI that is not provided for by this Agreement, of which Business Associate becomes aware.

C. Business Associate shall require each subcontractor that creates, receives, maintains, or transmits PHI on its behalf to enter into a business associate agreement or equivalent agreement containing the same restrictions on access, use, and disclosure of PHI as those applicable to Business Associate under this Agreement. Furthermore, to the extent that Business Associate provides Electronic PHI to a subcontractor, Business Associate shall require such subcontractor to comply with all applicable provisions of 45 C.F.R. Part 164, Subpart C.

D. Business Associate agrees to comply with any requests for restrictions on certain disclosures of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. § 164.522 of which Business Associate has been notified by Covered Entity.

E. If Business Associate maintains a designated record set on behalf of Covered Entity, at the request of Covered Entity and in a reasonable time and manner, Business Associate agrees to make available PHI required for Covered Entity to respond to an individual's request for access to his or her PHI in accordance with 45 C.F.R. § 164.524. If Business Associate maintains PHI in an electronic designated record set, it agrees to make such PHI available electronically to Covered Entity or, upon Covered Entity's specific request, to the applicable individual or to a person or entity specifically designated by such individual, upon such individual's request.

F. If Business Associate maintains a designated record set on behalf of Covered Entity, at the request of Covered Entity and in a reasonable time and manner, Business Associate agrees to make available PHI required for amendment by Covered Entity in accordance with the requirements of 45 C.F.R. § 164.526.

G. Business Associate agrees to document any disclosures of Protected Health Information, and to make PHI available for purposes of accounting of disclosures, as required by 45 C.F.R. § 164.528.

H. If Business Associate is to carry out one or more of Covered Entity's obligations under 45 C.F.R. Part 164, Subpart E, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).

I. Business Associate agrees that it will make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Secretary, in a time and manner designated by the Secretary, to enable the

Secretary to determine Business Associate's or Covered Entity's compliance with the HIPAA Privacy and Security Rules. Business Associate also shall cooperate with the Secretary and, upon the Secretary's request, pursuant to 45 C.F.R. § 160.310, shall disclose PHI to the Secretary to enable the Secretary to investigate and review Business Associate's or Covered Entity's compliance with the HIPAA Privacy and Security Rules.

- J.** Unless expressly authorized in the Underlying Agreements, Business Associate shall not:
1. use PHI for marketing or fundraising;
 2. use PHI to create a limited data set or to de-identify the information;
 3. use PHI to provide data aggregation services relating to the health care operations of Covered Entity; or
 4. use or disclose PHI in exchange for remuneration of any kind, whether directly or indirectly, financial or non-financial, other than such remuneration as Business Associate receives from Covered Entity in exchange for Business Associate's provision of the services specified in the Underlying Agreements.

III. BUSINESS ASSOCIATE'S MITIGATION AND BREACH NOTIFICATION OBLIGATIONS

A. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

B. Following the discovery of a Breach of Unsecured PHI ("Breach"), Business Associate shall notify Covered Entity of such Breach without unreasonable delay and in no case later than thirty (30) calendar days after discovery of the Breach, and shall assist in Covered Entity's breach analysis process, including risk assessment, if requested. A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known to Business Associate or, through the exercise of reasonable diligence, would have been known to Business Associate. The Breach notification shall be provided to Covered Entity in the manner specified in 45 C.F.R. § 164.410(c) and shall include the information set forth therein to the extent known. If, following the Breach notification, Business Associate learns additional details about the Breach, Business Associate shall notify Covered Entity promptly as such information becomes available. Covered Entity shall determine whether Business Associate or Covered Entity will be responsible for providing notification of any Breach to affected individuals, the media, the Secretary, and/or any other parties required to be notified under the HIPAA Privacy and Security Rules or other applicable law. If Covered Entity determines that Business Associate will be responsible for providing such notification, Business Associate may not carry out notification until Covered Entity approves the proposed notices in writing.

C. Notwithstanding the provisions of Section III.B., above, if a law enforcement official states to Business Associate that notification of a Breach would impede a criminal investigation or cause damage to national security, then:

1. if the statement is in writing and specifies the time for which a delay is required, Business Associate shall delay such notification for the time period specified by the official; or

2. if the statement is made orally, Business Associate shall document the statement, including the identity of the official making it, and delay such notification for no longer than thirty (30) days from the date of the oral statement unless the official submits a written statement during that time.

Following the period of time specified by the official, Business Associate shall promptly deliver a copy of the official's statement to Covered Entity.

D. Business Associate shall bear Covered Entity's costs of any Breach and resultant notifications, if applicable, to the extent the Breach arises from Business Associate's negligence, willful misconduct, violation of law, violation of the Underlying Agreements, or violation of this Agreement.

IV. OBLIGATIONS OF COVERED ENTITY

A. Upon request of Business Associate, Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. § 164.520.

B. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, if such changes could reasonably be expected to affect Business Associate's permitted or required uses and disclosures.

C. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. § 164.522, and Covered Entity shall inform Business Associate of the termination of any such restriction, and the effect that such termination shall have, if any, upon Business Associate's use and disclosure of such Protected Health Information.

V. TERM AND TERMINATION

A. Term. The Term of this Agreement shall be effective as of the date first written above, and shall terminate upon later of the following events: (i) in accordance with Section V.C., when all of the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is returned to Covered Entity or destroyed (and a certificate of destruction is provided) or, if such return or destruction is infeasible, when protections are extended to such information; or (ii) upon the expiration or termination of the last of the Underlying Agreements.

B. Termination. Upon either Party's knowledge of a material breach by the other Party of its obligations under this Agreement, the non-breaching Party shall, within twenty (20) days of that determination, notify the breaching Party, and the breaching Party shall have thirty (30) days from receipt of that notice to cure the breach or end the violation. If the breaching Party fails to take reasonable steps to affect such a cure within such time period, the non-breaching Party may terminate this Agreement and the Underlying Agreements without penalty.

Where either Party has knowledge of a material breach by the other Party and determines that cure is infeasible, prior notice of the breach is not required, and the non-breaching Party shall terminate the portion of the Underlying Agreements affected by the breach without penalty.

C. Effect of Termination.

1. Except as provided in paragraph 2 of this subsection C., upon termination of this Agreement, the Underlying Agreements or upon request of Covered Entity, whichever occurs first, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors of Business Associate. Neither Business Associate nor its subcontractors shall retain copies of the PHI except as required by law.

2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide within ten (10) days to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of PHI is infeasible, Business Associate, and its applicable subcontractors, shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate and its applicable subcontractors maintain such Protected Health Information.

VI. MISCELLANEOUS

A. No Rights in Third Parties. Except as expressly stated herein or in the HIPAA Privacy and Security Rules, the Parties to this Agreement do not intend to create any rights in any third parties.

B. Survival. The obligations of Business Associate under Section V.C. of this Agreement shall survive the expiration, termination, or cancellation of this Agreement, the Underlying Agreements, and/or the

business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

C. Amendment. The Parties agree that this Agreement will be amended automatically to conform to any changes in the HIPAA Privacy and Security Rules as are necessary for each of them to comply with the current requirements of the HIPAA Privacy and Security Rules and the Health Insurance Portability and Accountability Act, unless a particular statutory or regulatory provision requires that the terms of this Agreement be amended to reflect any such change. In those instances where an amendment to this Agreement is required by law, the Parties shall negotiate in good faith to amend the terms of this Agreement within sixty (60) days of the effective date of the law or final rule requiring the amendment. If, following such period of good faith negotiations, the Parties cannot agree upon an amendment to implement the requirements of said law or final rule, then either Party may terminate this Agreement and the Underlying Agreements upon ten (10) days written notice to the other Party. Except as provided above, this Agreement may be amended or modified only in a writing signed by the Parties.

D. Assignment. Neither Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party.

E. Independent Contractor. None of the provisions of this Agreement are intended to create, nor will they be deemed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. Nothing in this Agreement creates or is intended to create an agency relationship.

F. Governing Law. To the extent this Agreement is not governed exclusively by the HIPAA Privacy and Security Rules or other provisions of federal statutory or regulatory law, it will be governed by and construed in accordance with the laws of the state in which Covered Entity has its principal place of business.

G. No Waiver. No change, waiver, or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

H. Interpretation. Any ambiguity of this Agreement shall be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with the HIPAA Privacy and Security Rules.

I. Severability. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect.

J. Notice. Any notification required in this Agreement shall be made in writing to the representative of the other Party who signed this Agreement or the person currently serving in that representative's position with the other Party.

K. Entire Agreement. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written. In the event of any inconsistency between this Agreement and any other agreement between the Parties concerning the use and disclosure of PHI and the Parties' obligations with respect thereto, the terms of this Agreement shall control.

L. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.

EXHIBIT D: REPORTING

1. CONTRACTOR must submit, in a format acceptable to COUNTY, reports for the previous month, according to the Report Schedule set forth below:
 - 1.1 By the last business day of the following month, an invoice and financial reports required for COUNTY to make payments and perform quality assurance functions on the claims process per the sample report formats attached and listed below as financial reports.
 - 1.2 By the last business day of the following month, program and utilization data per the sample report formats attached and listed below as program reports.
 - 1.3 On a quarterly basis, by the last business day of the month following the quarter's end (January, April, July, and October), a narrative report which includes, at a minimum:
 - 1.3.1 Summary and analysis of utilization data, identifying trends and patterns year to date and, to the extent possible, comparing current activity to previous years;
 - 1.3.2 Description of training activities and identification of training needs not met by the community;
 - 1.3.3 Summary of executive meetings with evaluation agencies;
 - 1.3.4 Process improvement; and
 - 1.3.5 Insight and recommendations.
2. Sample report formats are included in this Exhibit D as follows:
 - 2.1 Financial Reports
 - Report A: Invoice (not included in RFP – will depend on CONTRACTOR)
 - Report B: Financial Summary
 - Report C: Claims Summary – Summary, by Evaluation Agency and Claim Detail (only the Summary is included in the RFP)
 - Report D: Claims Reconciliation (not included in the RFP – reconciles authorizations with Claims paid)
 - 2.2 Program Reports
 - Report E: COE Volume and Disposition Report–Summary and by Evaluation Agency (only the Summary is included in the RFP)
 - Report F: Emergency Applications – Volume and Disposition Report
 - Report G: Referral and Transfer of COE Patients – Summary and Detail
3. CONTRACTOR will not refuse reasonable requests for additional information from the COUNTY.

Report B
COURT ORDERED EVALUATION - FINANCIAL SUMMARY
Pima County FY 2015 (July 2015 - June 2016)

Budget Category	Annual Budget Jul 2015 - Jun 2016	Budget Year to Date	Expenditures This Reporting Period	YTD Expenditures	YTD Difference Between Budget and Expenditures
Claims Payments (COE):					
Hospital Inpatient Days					
Physician Evaluations					
Transportation for COE Patients					
Sub-total Claims Payments - COE	0	0	0	0	0
PEP Inpatient Days					
Program Coordination Expenses					
Discharge Planning					
Direct Staff and Direct Operating					
Sub-total Program Expenses	0	0	0	0	0
Indirect Cost					
TOTAL NOT TO EXCEED AMOUNT (excludes profit)	0	0	0	0	0

NOTES:

1.1 Indirect costs will be paid based on actual expenses or an allocation methodology acceptable to the COUNTY.

1.2 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.

1.3 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.

1.4 No expenses, including profit, above the Total Not to Exceed Amount will be reimbursed. Profit will only be taken pursuant to the provisions in Exhibit B, Pricing and Compensation.

Report C
Court Ordered Evaluation - Claims Summary
For Dates of Service in FY 2013 (July 2012 - June 2013)
For Claims Processed as of December 31, 2013

	Month of Service												Total
	Jul 12	Aug 12	Sep 12	Oct 12	Nov 12	Dec 12	Jan 13	Feb 13	Mar 13	Apr 13	May 13	Jun 13	
Hospital Summary													
# COE Claims Received	217	198	197	178	257	235	196	161	189	195	181	143	2,347
# PEP Claims Received	30	38	23	28	40	34	41	42	31	22	32	15	376
Total COE Amount Billed	\$ 1,363,368	\$ 1,324,067	\$ 1,395,158	\$ 1,769,103	\$ 2,193,705	\$ 2,244,302	\$ 1,522,081	\$ 1,231,364	\$ 1,343,697	\$ 1,454,130	\$ 1,171,527	\$ 962,523	\$ 17,975,026
Total COE Amount Denied	715,229	698,282	711,885	869,249	1,090,507	1,180,947	668,292	415,364	581,210	513,059	535,816	406,070	8,385,910
Total COE Amount Paid	203,872	169,869	178,642	185,462	286,358	248,101	247,209	224,307	216,718	246,775	199,815	166,680	2,573,811
Total PEP Amount Billed	142,498	121,563	114,631	120,926	208,910	153,169	183,985	211,682	176,204	89,000	175,455	67,477	1,765,501
Total PEP Amount Denied	42,218	60,679	42,157	51,278	93,097	67,384	41,896	69,970	51,672	15,975	79,935	18,970	635,231
Total PEP Amount Paid	14,355	8,139	11,058	10,727	13,188	11,196	14,664	18,309	9,146	10,749	9,891	6,147	137,569
Physician Claim Summary													
Total COE Amount Billed	\$ 44,456	\$ 30,720	\$ 39,735	\$ 35,172	\$ 51,365	\$ 41,612	\$ 42,570	\$ 46,362	\$ 44,093	\$ 43,356	\$ 43,637	\$ 38,840	\$ 501,918
Total COE Amount Denied	6,375	3,834	9,353	7,056	8,005	6,698	4,842	9,964	\$ 6,912	\$ 7,954	\$ 9,062	\$ 2,805	82,860
Total COE Amount Paid	17,698	12,738	13,633	11,864	19,247	16,068	12,663	12,766	12,671	13,374	8,251	4,742	155,716
Total PEP Amount Billed	8,797	3,925	6,532	5,361	4,991	6,088	6,231	5,242	2,318	3,020	2,071	2,178	56,754
Total PEP Amount Denied	2,690	742	2,979	2,036	1,881	2,027	892	729		155	109	264	14,504
Total PEP Amount Paid	2,972	1,736	1,799	1,913	1,520	2,296	2,219	1,865	1,300	1,301	488	454	19,864
													175,579
Transportation Claim Summary													
Total COE Amount Billed	\$ 9,341	\$ 5,708	\$ 10,612	\$ 15,086	\$ 13,324	\$ 14,405	\$ 15,548	\$ 6,833	\$ 15,364	\$ 9,332	\$ 12,075	\$ 4,630	\$ 132,260
Total COE Amount Denied	5,941	1,182	4,294	2,281	-	-	5,980	-	-	19	1,547	-	21,243
Total COE Amount Paid	2,200	3,225	3,862	8,533	8,072	9,114	6,136	4,348	10,149	4,725	3,130	2,323	65,816
Total PEP Amount Billed	-	-	-	-	-	-	-	-	-	-	-	-	-
Total PEP Amount Denied	-	-	-	-	-	-	-	-	-	-	-	-	-
Total PEP Amount Paid	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Paid Claim Summary													
Total COE Amount Billed	\$ 1,417,165	\$ 1,360,495	\$ 1,445,505	\$ 1,819,361	\$ 2,258,394	\$ 2,300,319	\$ 1,580,199	\$ 1,284,559	\$ 1,403,154	\$ 1,506,818	\$ 1,227,240	\$ 1,005,994	\$ 18,609,203
Total COE Amount Denied	727,545	703,298	725,532	878,587	1,098,512	1,187,645	679,114	425,328	588,122	521,032	546,425	408,875	8,490,014
Total COE Amount Paid	223,770	185,832	196,137	205,859	313,676	273,284	266,009	241,421	239,538	264,874	211,196	173,745	2,795,342
Total PEP Amount Billed	151,295	125,488	121,163	126,287	213,901	159,257	190,216	216,924	178,522	92,020	177,526	69,655	1,822,254
Total PEP Amount Denied	44,908	61,421	45,136	53,314	94,978	69,411	42,788	70,699	51,672	16,130	80,044	19,234	649,735
Total PEP Amount Paid	17,327	9,875	12,857	12,640	14,708	13,492	16,883	20,174	10,446	12,050	10,379	6,601	157,433

Note: For purposes of the RFP, only the summary detail is shown. Fiscal year 2013 is represented in this RFP in order to allow time for all claims for the year dates of service to be processed.

Report E
Court Ordered Evaluation (COE) - Summary Volume and Disposition Data
Pima County FY 2014 (July 2013 - June 2014)

COE Admission / Outpatient	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Total FY14	Monthly Average
1 # of patients admitted on Application for Emergency Admission	100	109	83	103	96	89	109	81	86	77	60	69	1,062	88.5
2 # of patients admitted on Application for Involuntary Evaluation	43	39	45	51	48	48	40	33	34	45	45	37	508	42.3
3 # of patients receiving outpatient COE Services	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0
4 Total number of patients under COE (sum lines 1:3)	143	148	128	154	144	137	149	114	120	122	105	106	1,570	130.8
5 Number of patients from Pima County Adult Detention Complex (PCADC)	-	-	-	-	-	-	-	2	-	2	-	-	4	0.3
6 Patients who were returned to the PCADC before hearing	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0
7 # of patients petitioned for COE more than one time within a 30 day period	16	12	11	9	11	11	18	7	8	9	9	12	133	11.1

Dropped petitions prior to hearing - other than voluntary	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Total FY14	Monthly Average
8 Number of petitions dropped prior to hearing other than voluntary	44	54	39	59	63	64	74	56	42	50	39	49	633	52.8
9 Percentage of petitions that were dropped before court date - other than voluntary	31%	36%	30%	38%	44%	47%	50%	49%	35%	41%	37%	46%	N/A	40%
10 Total days difference between First Set Filed Date and Petition Dropped Date for members who had petition dropped - not including voluntary	146	189	140	207	201	170	197	254	180	174	138	184	2,180	181.7
11 Average length to dropped petition - other than voluntary	3.32	3.50	3.59	3.51	3.19	2.66	2.66	4.54	4.29	3.48	3.54	3.76	N/A	3.44

Dropped petitions prior to hearing - patient voluntary	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Total FY14	Monthly Average
12 Number petitions that were dropped because individual agreed to go voluntary	42	47	35	48	43	35	28	17	26	23	21	24	389	32.4
13 % of petitions that were dropped before court date because individual agrees to go voluntary	29%	32%	27%	31%	30%	26%	19%	15%	22%	19%	20%	23%	N/A	24%
14 Days difference between first set filed date and petition dropped date for members who VOL dropped	134	141	126	93	139	113	106	47	99	72	58	66	1,194	99.5
15 Average length to dropped petition - patient voluntary	3.19	3.00	3.60	1.94	3.23	3.23	3.79	2.76	3.81	3.13	2.76	2.75	N/A	3.07
16 Total of dropped petitions (line 8 + line 12)	86	101	74	107	106	99	102	73	68	73	60	73	1,022	85.2
17 Weighted average length to dropped petition [(line 8 * line 11) + (line 12 * line 15)]/(line 8 + line 12)	3.26	3.27	3.59	2.80	3.21	2.86	2.97	4.12	4.10	3.37	3.27	3.42	N/A	3.30

Patients who went to hearing	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Total FY14	Monthly Average
18 Total number of patients who went to court	57	47	54	47	38	38	47	41	52	49	45	32	547	45.6
19 Percentage of COE patients who went to court	40%	32%	42%	31%	26%	28%	32%	36%	43%	40%	43%	30%	N/A	35%
20 Number of patients who were court ordered	54	47	52	45	35	37	42	37	47	45	43	31	515	42.9
20a # of inpatient orders only	5	2	2	5	2	3	1	4	3	4	1	1	33	2.8
20b # of outpatient/inpatient orders	49	45	50	40	33	34	41	33	44	41	42	30	482	40.2
20c # ordered without a hearing (stipulated)	25	27	27	24	23	21	24	13	25	18	25	12	264	22.0
20d # of COT patients who had no insurance	-	-	-	-	-	-	-	-	-	-	-	-	0.0	0.0
21 Days difference between First set filed date and hearing date for patients who went to court	544	491	531	433	403	403	425	381	473	429	434	347	5,294	441.2
22 Percentage of patients court ordered	95%	100%	96%	96%	92%	97%	89%	90%	90%	92%	96%	97%	N/A	94%
23 Average length to court for those court ordered (in days)	10.07	10.45	10.21	9.62	11.51	10.89	10.12	10.30	10.06	9.53	10.09	11.19	N/A	10.34

Court hearings - petitions dismissed or rescheduled	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Total FY14	Monthly Average
24 Number of COT petitions dismissed at court hearing	3	0	2	2	3	1	5	4	5	4	2	1	32	2.7
24a # of petitions dismissed - voluntary	2	0	1	0	0	0	2	1	2	0	1	0	9	0.8
24b # of petitions dismissed - didn't meet criteria	1	0	1	2	3	1	2	3	3	4	1	1	22	1.8
24c # of petitions dismissed - doctor not available for hearing	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
24d # of petitions dismissed - filing error	0	0	0	0	0	0	1	0	0	0	0	0	1	0.1
25 Number of COE patients whose hearings were rescheduled	6	0	4	3	2	1	1	1	1	2	3	3	27	2.3
25a # of hearings rescheduled - doctor not available for hearing	0	0	0	0	0	0	0	0	0	1	1	1	3	0.3
25b # of hearing rescheduled - other	6	0	4	3	2	1	1	1	1	1	2	2	24	2.0

**Court Ordered Evaluation (COE) - Volume and Disposition Data
Pima County FY 2013 (July 2012 - June 2013)**

	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Total FY13	Monthly Average
COE Admission / Outpatient														
1 # of patients admitted on Application for Emergency Admission	112	101	107	122	124	128	108	86	109	115	109	88	1,309	109.1
2 # of patients admitted on Application for Involuntary Evaluation	29	29	35	43	33	30	32	50	46	58	58	53	496	41.3
3 # of patients receiving outpatient COE Services	0	0	0	0	0	0	0	0	0	0	0	0	-	0.0
4 Total number of patients under COE (sum lines 1:3)	141	130	142	165	157	158	140	136	155	173	167	141	1,805	150.4
5 Number of patients from Pima County Adult Detention Complex (PCADC)	2	0	0	0	0	0	0	0	0	0	0	0	2	0.2
6 Patients who were returned to the PCADC before hearing	0	0	0	0	0	0	0	0	0	0	0	0	-	0.0
7 # of patients petitioned for COE more than one time within a 30 day period	0	0	0	19	14	16	18	13	14	21	20	13	148	12.3
Dropped petitions prior to hearing - other than voluntary														
8 Number of petitions dropped prior to hearing other than voluntary	51	45	46	58	61	66	50	38	58	69	60	57	659	54.9
9 Percentage of petitions that were dropped before court date - other than voluntary	36%	35%	32%	35%	39%	42%	36%	28%	37%	40%	36%	40%	N/A	37%
10 Total days difference between First Set Filed Date and Petition Dropped Date for members who had petition dropped - not including voluntary	169	146	156	182	243	161	211	147	199	229	175	233	2,251	187.6
11 Average length to dropped petition - other than voluntary	3.31	3.24	3.39	3.14	3.98	2.44	4.22	3.87	3.43	3.32	2.92	4.09	N/A	3.42
Dropped petitions prior to hearing - patient voluntary														
12 Number petitions that were dropped because individual agreed to go voluntary	49	43	49	52	47	50	43	38	40	50	48	39	548	45.7
13 % of petitions that were dropped before court date because individual agrees to go voluntary	35%	33%	35%	32%	30%	32%	31%	28%	26%	29%	29%	28%	N/A	31%
14 Days difference between first set filed date and petition dropped date for members who VOL dropped	140	89	149	144	121	143	110	124	109	134	135	100	1,498	124.8
15 Average length to dropped petition - patient voluntary	2.86	2.07	3.04	2.77	2.57	2.86	2.56	3.26	2.73	2.68	2.81	2.56	N/A	2.7
16 Total of dropped petitions (line 8 + line 12)	100	88	95	110	108	116	93	76	98	119	108	96	1,207	100.6
17 Weighted average length to dropped petition [(line 8 * line 11) + (line 12 * line 15)]/(line 8 + line 12)]	3.09	2.67	3.21	2.96	3.37	2.62	3.45	3.57	3.14	3.05	2.87	3.47	N/A	3.10
Patients who went to hearing														
18 Total number of patients who went to court	41	42	47	55	49	42	47	60	57	54	59	45	598	49.8
19 Percentage of COE patients who went to court	29%	32%	33%	33%	31%	27%	34%	44%	37%	31%	35%	32%	N/A	33%
20 Number of patients who were court ordered	37	36	41	53	49	40	39	58	53	52	55	38	551	45.9
20a # of inpatient orders only	4	3	5	7	4	3	1	5	2	7	2	1	44	3.7
20b # of outpatient/inpatient orders	33	33	36	46	45	37	38	53	51	45	53	37	507	42.3
20c # ordered without a hearing (stipulated)	17	12	17	24	25	15	12	20	17	17	23	11	210	17.5
20d # of COT patients who had no insurance	0	0	0	0	0	0	0	0	0	0	0	0	0.0	0.0
21 Days difference between First set filed date and hearing date for patients who went to court	363	379	391	611	604	470	396	617	517	537	643	388	5,916	493.0
22 Percentage of patients court ordered	90%	86%	87%	96%	100%	95%	83%	97%	93%	96%	93%	84%	N/A	92%
23 Average length to court for those court ordered (in days)	9.81	10.53	9.54	11.53	12.33	11.75	10.15	10.64	9.75	10.33	11.69	10.21	N/A	10.69
Court hearings - petitions dismissed or rescheduled														
24 Number of COT petitions dismissed at court hearing	4	6	6	2	0	2	8	2	4	2	4	7	47	3.9
24a # of petitions dismissed - voluntary	3	1	1	1	0	2	2	1	1	0	3	2	17	1.4
24b # of petitions dismissed - didn't meet criteria	0	5	4	1	0	0	4	0	3	2	1	5	25	2.1
24c # of petitions dismissed - doctor not available for hearing	1	0	1	0	0	0	1	0	0	0	0	0	3	0.3
24d # of petitions dismissed - filing error	0	0	0	0	0	0	1	1	0	0	0	0	2	0.2
25 Number of COE patients whose hearings were rescheduled	0	0	0	1	1	1	4	4	3	0	1	2	17	1.4
25a # of hearings rescheduled - doctor not available for hearing	0	0	0	0	0	0	2	1	1	0	0	0	4	0.3
25b # of hearing rescheduled - other	0	0	0	1	1	1	2	3	2	0	1	2	13	1.1

**Court Ordered Evaluation (COE) - Volume and Disposition Data
Pima County FY 2012 (July 2011 - June 2012)**

COE Admission / Outpatient	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12	Total YTD	Mo. Ave
1 # of patients admitted on Application for Emergency Admission	144	140	141	137	116	141	136	108	144	129	116	147	1,599	133.3
2 # of patients admitted on Application for Involuntary Evaluation	20	17	23	15	12	33	19	23	25	21	45	32	285	23.8
3 # of patients receiving outpatient COE Services	0	0	0	0	0	0	0	0	0	0	0	0	-	0.0
4 Total number of patients under COE (sum lines 1:3)	164	157	164	152	128	174	155	131	169	150	161	179	1,884	157.0
5 Number of patients from Pima County Adult Detention Complex (PCADC)	0	0	0	0	0	0	0	0	0	0	0	2	2	0.2
6 Patients who were returned to the PCADC before hearing	0	0	0	0	0	0	0	0	0	0	0	0	-	0.0
7 # of patients petitioned for COE more than one time within a 30 day period	7	8	8	7	2	2	6	9	12	8	14	7	90	7.5
Dropped petitions prior to hearing - other than voluntary														
8 Number of petitions dropped prior to hearing other than voluntary	108	80	97	93	73	100	64	45	82	61	65	72	940	78.3
9 Percentage of petitions that were dropped before court date - other than voluntary	66%	51%	59%	61%	57%	57%	41%	34%	49%	41%	40%	40%	N/A	50%
10 Total days difference between First Set Filed Date and Petition Dropped Date for members who had petition dropped - not including voluntary	345	285	372	346	278	370	219	217	311	223	214	167	3,347	278.9
11 Average length to dropped petition - other than voluntary	3.19	3.56	3.84	3.72	3.81	3.70	3.42	4.82	3.79	3.66	3.29	2.32	43.12	3.59
Dropped petitions prior to hearing - patient voluntary														
12 Number petitions that were dropped because individual agreed to go voluntary	23	25	21	14	18	23	47	43	41	48	54	67	424	35.3
13 % of petitions that were dropped before court date because individual agrees to go voluntary	14%	16%	13%	9%	14%	13%	30%	33%	24%	32%	34%	37%	2.70	22%
14 Days difference between first set filed date and petition dropped date for members who VOL dropped	62	97	70	51	59	71	107	108	110	95	184	204	1,218	101.5
15 Average length to dropped petition - patient voluntary	2.70	3.88	3.33	3.64	3.28	3.09	2.28	2.51	2.68	1.98	3.41	3.04	19.92	3.3
16 Total of dropped petitions (line 8 + line 12)	131	105	118	107	91	123	111	88	123	109	119	139	1,364	113.7
17 Weighted average length to dropped petition [(line 8 * line 11) + (line 12 * line 15)]/(line 8 + line 12)]	3.11	3.64	3.75	3.71	3.70	3.59	2.94	3.69	3.42	2.92	3.34	2.67	N/A	3.51
Patients who went to hearing														
18 Total number of patients who went to court	33	52	46	45	37	51	44	43	46	41	42	40	520	43.3
19 Percentage of COE patients who went to court	20%	33%	28%	30%	29%	29%	28%	33%	27%	27%	26%	22%	N/A	28%
20 Number of patients who were court ordered	32	48	45	44	37	48	43	42	44	38	40	37	498	41.5
20a # of inpatient orders only	4	5	13	8	7	9	6	5	8	6	6	9	86	7.2
20b # of outpatient/inpatient orders	28	43	32	36	30	39	37	37	36	32	34	28	412	34.3
20c # ordered without a hearing (stipulated)	9	33	20	22	10	20	19	18	15	14	13	15	208	17.3
20d # of COT patients who had no insurance	3	8	12	7	7	9	9	9	16	11	6	3	100	8.3
21 Days difference between First set filed date and hearing date for patients who went to court	345	539	496	470	413	621	463	461	472	389	458	368	5,495	457.9
22 Percentage of patients court ordered	97%	92%	98%	98%	100%	94%	98%	98%	96%	93%	95%	93%	N/A	96%
23 Average length to court for those court ordered (in days)	10.78	11.23	11.02	10.68	11.16	12.94	10.77	10.98	10.73	10.24	11.45	9.95	N/A	10.99
Court hearings - petitions dismissed or rescheduled														
24 Number of COT petitions dismissed at court hearing	1	4	1	1	0	3	1	1	2	3	2	3	22	1.8
24a # of petitions dismissed - voluntary	1	3	0	0	0	1	0	0	0	1	1	3	10	0.8
24b # of petitions dismissed - didn't meet criteria	0	0	1	1	0	2	0	0	0	1	1	0	6	0.5
24c # of petitions dismissed - doctor not available for hearing	0	0	0	0	0	0	1	1	0	0	0	0	2	0.2
24d # of petitions dismissed - filing error	0	1	0	0	0	0	0	0	2	1	0	0	4	0.3
25 Number of COE patients whose hearings were rescheduled	3	1	1	1	0	5	1	0	3	1	0	0	16	1.3
25a # of hearings rescheduled - doctor not available for hearing	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0
25b # of hearing rescheduled - other	3	1	1	1	0	5	1	0	3	1	0	0	16	1.3

**Court Ordered Evaluation (COE) - Volume and Disposition Data
Pima County FY 2012 - FY 2014 - Charts**

Table 1. Total # of Patients Under COE

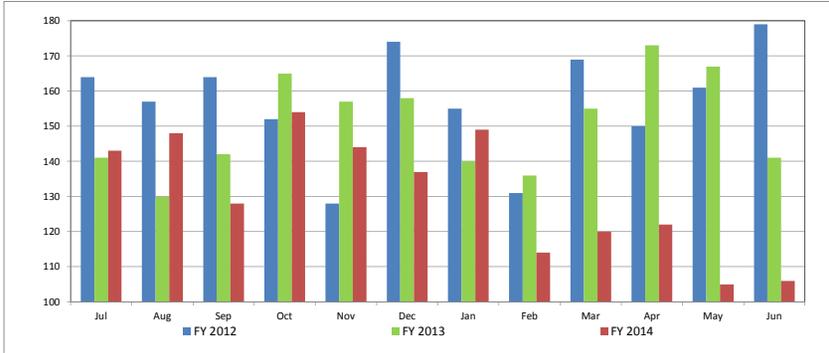


Table 2. # of Petitions Dropped

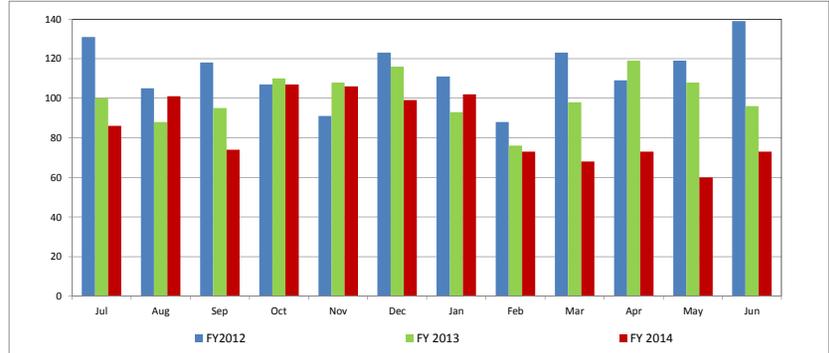


Table 3. Average Days Length to Dropped Petition

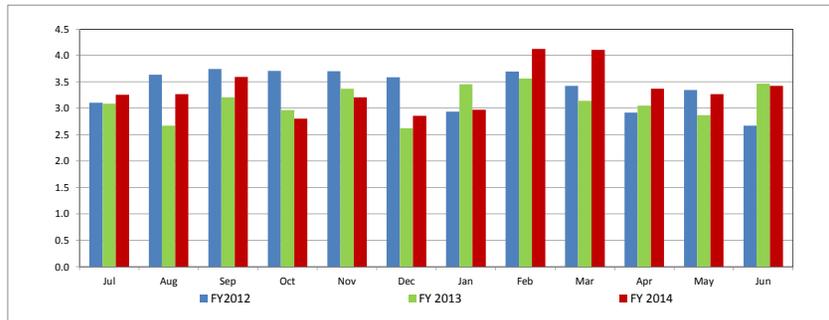


Table 4. Percentage of COE Patients who went to Court

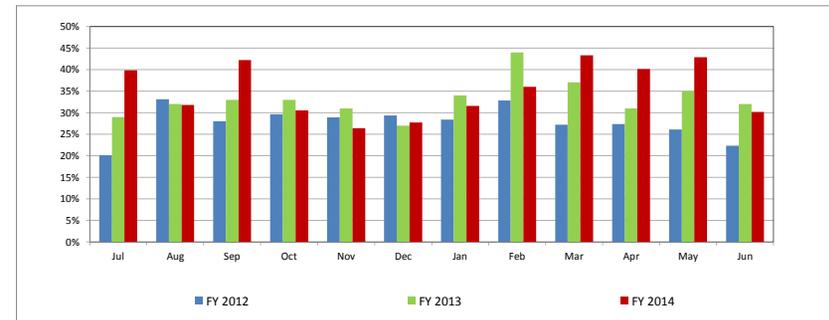


Table 5. % of Patients who went to Hearing that were Court Ordered

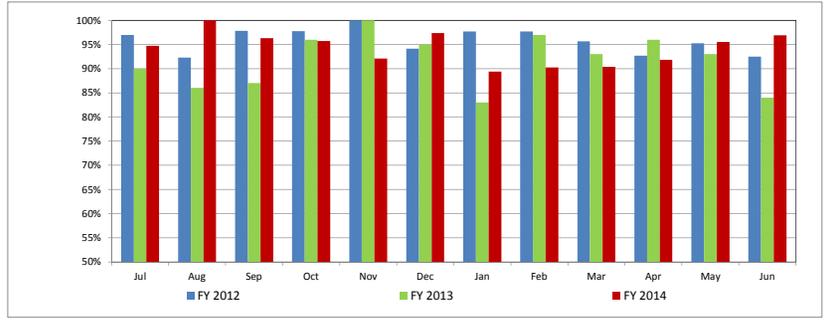
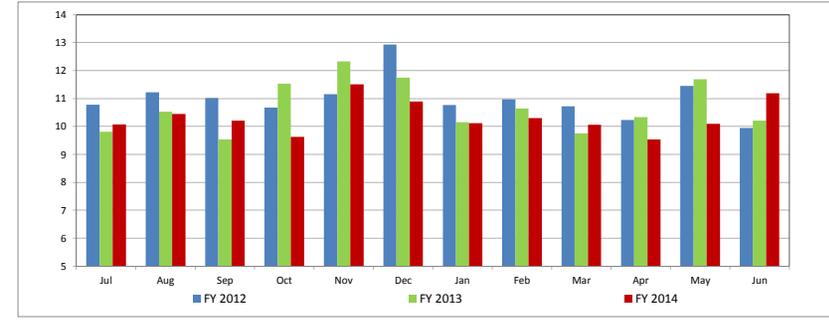


Table 6. Average Length (in days) to Court for those Court Ordered



Report F
Court Ordered Evaluation (COE)
Emergency Applications - Volume and Disposition Report
Pima County FY 2014

	FY 2014 (July 2013 - June 2014)												Total YTD	Monthly Average
	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June		
Number of Calls for COE Services														
Number of Patients Admitted under COE	100	109	83	103	96	89	109	81	86	77	60	69	1,062	88.5
Number of Patients Discharged to the Community	120	104	116	82	95	109	106	91	62	105	88	113	1,191	99.3
Number of Patients Transferred to Level 1 - Voluntary	9	14	9	12	18	12	10	7	2	5	22	4	124	10.3
Number of Requests for Admission Denied	44	50	39	50	36	37	43	42	98	51	57	59	606	50.5
Total Requests for COE Services	273	277	247	247	245	247	268	221	248	238	227	245	2,983	248.6
Referral Source Information														
Carondelet St Joseph's	4	5	6	4	1	4	1	1	2	3	-	-	31	2.6
Carondelet St. Mary's	1	2	5	1	-	-	1	-	1	-	-	1	12	1.0
COMPASS	-	-	-	-	1	-	-	1	-	2	-	1	5	0.4
Crisis Response Center	14	19	8	12	9	3	10	43	25	24	3	4	174	14.5
Comprehensive Service Provider (contracted by RBHA)	3	2	1	2	2	1	4	1	2	3	-	4	25	2.1
Family / Friend	16	11	21	12	16	18	19	18	33	16	5	7	192	16.0
Haven Sonora Hospital Level I	1	-	-	-	1	2	-	-	1	-	-	-	5	0.4
La Frontera PHF	-	-	1	1	-	1	-	1	-	-	-	-	4	0.3
Northwest Hospital	3	3	3	3	1	2	5	2	5	4	1	3	35	2.9
Other Level I Hospitals	3	-	-	-	-	-	1	-	1	-	-	-	5	0.4
Palo Verde Hospital	8	3	5	6	5	1	6	2	2	2	3	2	45	3.8
Pima County Adult Detention Complex	10	2	3	6	2	7	10	5	7	6	6	6	70	5.8
Law Enforcement	104	117	118	103	112	116	116	102	126	123	121	129	1,387	115.6
SAMHC	6	9	4	2	8	9	2	2	2	6	3	1	54	4.5
Self	7	5	4	3	2	2	7	1	4	8	9	4	56	4.7
Skilled Nursing / Assisted Living Facility	-	-	-	-	-	-	-	2	-	1	-	-	3	0.3
Tucson Medical Center	-	3	2	-	1	-	-	1	3	-	-	1	11	0.9
UAMC - University Campus	7	4	2	5	6	4	4	9	9	11	-	3	64	5.3
UAMC - South Campus	8	9	3	9	7	8	2	3	14	14	12	7	96	8.0
Veteran's Hospital	-	-	1	1	1	-	-	1	2	-	-	-	6	0.5
Other	13	11	10	10	6	3	7	18	6	6	11	15	116	9.7
Unknown	65	72	50	67	64	66	73	8	3	9	53	57	587	48.9
Total Referrals	273	277	247	247	245	247	268	221	248	238	227	245	2,983	248.6
Number of Patients Discharged to Community for Treatment														
Behavioral Health Substance Abuse Facility	-	-	1	1	-	-	1	-	-	-	1	1	5	0.4
Comprehensive Service Provider	13	14	13	13	11	10	10	12	4	12	7	14	133	11.1
Crisis Response Center	-	-	-	-	-	77	-	-	-	-	-	-	77	6.4
Home	83	73	80	53	64	-	69	57	41	68	70	79	737	61.4
Private Behavioral Health Outpatient	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0
SAMHC	1	-	-	-	-	-	-	-	-	-	-	-	1	0.1
Skilled Nursing / Assisted Living Facility	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0
Other Community Placement	23	17	22	15	20	22	26	22	17	25	10	19	238	19.8

**Court Ordered Evaluation (COE)
Emergency Applications - Volume and Disposition Report
Pima County FY 2014**

	FY 2014 (July 2013 - June 2014)												Total YTD	Monthly Average
	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June		
Total Discharged	120	104	116	82	95	109	106	91	62	105	88	113	1,191	99.3
Number of Patients Admitted - Voluntary														
Level I Hospital - Other than UAMC - South Campus	1	3	5	7	9	8	5	2	-	-	-	-	40	3.3
UAMC - South Campus	8	10	4	5	9	4	5	5	-	3	-	2	55	4.6
Veteran's Hospital	-	1	-	-	-	-	-	-	1	-	-	-	2	0.2
Other Level I Facility	-	-	-	-	-	-	-	-	1	2	22	2	27	2.3
Total Transferred	9	14	9	12	18	12	10	7	2	5	22	4	124	10.3
Payer Information														
AHCCCS & 3rd Party Payer	40	51	44	27	29	34	38	22	16	26	24	28	379	31.6
AHCCCS Only	117	96	92	104	102	98	91	94	109	103	82	114	1,202	100.2
Self Pay	53	71	58	64	59	61	84	53	59	56	66	58	742	61.8
Third Party Insurance Only	25	12	20	14	24	13	22	29	34	18	20	11	242	20.2
No Payer Information	38	47	33	38	31	41	33	23	30	35	35	34	418	34.8
Total	273	277	247	247	245	247	268	221	248	238	227	245	2,983	248.6
Enrollment Information														
Cenpatico	1	3	2	3	5	5	5	2	1	3	1	4	35	2.9
CPSA	191	150	140	152	163	185	166	178	193	154	148	151	1,971	164.3
Magellan	3	1	-	1	-	1	1	1	-	1	2	-	11	0.9
NARBHA	-	1	-	1	1	-	-	-	2	-	-	-	5	0.4
Not enrolled	18	17	15	8	6	1	19	3	7	12	15	22	143	11.9
TRHBA	1	-	1	1	1	-	1	1	1	1	-	1	9	0.8
Unknown	59	105	89	81	69	55	76	36	44	67	61	67	809	67.4
Total	273	277	247	247	245	247	268	221	248	238	227	245	2,983	248.6
Number of COE Patients with Substance Abuse Conditions														
Alcohol	28	32	23	27	42	31	23	18	7	34	15	17	297	24.8
Cocaine	13	13	9	9	12	7	14	12	8	9	4	10	120	10.0
Hallucinogenic	-	-	-	-	-	1	-	-	1	1	-	-	3	0.3
Marijuana	58	67	46	41	33	44	56	48	54	55	53	45	600	50.0
Methamphetamines	36	40	31	26	30	19	34	28	27	26	19	18	334	27.8
Opiates	8	19	7	8	8	11	16	10	10	15	6	23	141	11.8
Prescriptions	16	31	32	31	26	38	37	44	42	33	20	45	395	32.9
Other	2	3	2	4	2	3	1	2	3	6	-	-	28	2.3
Total Conditions (non-exclusive)	161	205	150	146	153	154	181	162	152	179	117	158	1,918	159.8

Report G
Referral and Transfer of Court Ordered Evaluation Patients
Pima County FY 2016 - Sample Report Format

	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Total FY16	Monthly Average
# of patients referred to call center to transfer to an evaluation facility														
# of calls made to evaluation agencies resulting in no bed available														
# of referrals made (packets faxed) to an evaluation agency														
# of patients accepted for transfer and transferred														
# of Referrals denied by an evaluation agency														
# denied due to no insurance														
# denied due to application dropped														
# denied due to application time limits expired														
# denied due to medical issues														
# denied due to legal concerns with application														
# denied for other reasons														
# of patients not transferred														
# not transferred due to application being dropped														
# not transferred due to application time limits being expired														
# not transferred due to medical issues														
# not transferred - no longer in need of Level 1 bed														

EXHIBIT E: GLOSSARY

Terms used herein for the purposes of this Contract include the following:

1. ADHS: Arizona Department of Health Services; the State agency which contracts with AHCCCS and administers the behavioral health system within the State, including behavioral health benefits to AHCCCS-eligible residents, by subcontracts with Regional Behavioral Health Authorities.
2. AHCCCS: Arizona Health Care Cost Containment System; the State agency administering the Federal Medicaid program in Arizona and which contracts with Arizona Department of Health Services to provide behavioral health services to residents enrolled to receive Medicaid benefits.
3. Application for Emergency Admission: a signed and notarized application made by a responsible adult (applicant) attesting to the fact that the applicant has knowledge to support the fact that a person is a danger to self or others, and that if not immediately hospitalized, the person is likely to suffer or inflict serious physical harm on himself or others.
4. ARS: Arizona Revised Statutes; in this Contract usually referring to Arizona Revised Statutes, Title 36, Chapter 5 – Mental Health Services.
5. COE Period: For purposes of this framework, that period which begins only after a Patient receives medical clearance, received aggressive treatment and triage, and is determined to be in need of involuntary commitment, under an Application for Emergency Admission or a Court Order for Evaluation, and continues on to the point that the patient is allowed to continue treatment on a voluntary basis, the patient is discharged or the petition for court-ordered evaluation is dismissed, the petition for court-ordered treatment is filed with the court, or up to four calendar days, whichever is sooner.
6. Comprehensive Service Provider: A licensed provider that does intake, assessment, service planning, referral to service, and follows the member throughout the course of treatment and has a direct contract with.
7. Agreement: This document, together with its attachments or exhibits, which sets forth the terms and conditions upon which services will be provided and funded by the parties hereto.
8. COT: Court Ordered Treatment; of a patient adjudged by the Court to require ongoing behavioral health treatment.
9. COT Period: For purposes of this Contract, that period which begins on the day the Court holds a hearing regarding the need for ongoing behavioral health treatment for a Proposed Patient and orders the Proposed Patient to continue treatment, either as outpatient or an inpatient or a combination of the two.
10. Court: “the superior court in the county in this state in which the patient resides or was found prior to screening or emergency admission” under provisions of ARS 36-501 et seq.; The Probate Division of the Superior Court that oversees the Involuntary Commitment process.
11. Court Order for Evaluation: an order by the Court causing a patient or Proposed Patient to be evaluated (see Evaluation) to determine the patient’s or Proposed Patient’s need for ongoing mental health services. Such an order may be precipitated by an Application for Emergency Admission or as the result of an outpatient examination by a qualified behavioral health professional to determine the person’s mental status and whether or not the person may need ongoing behavioral health treatment.
12. Crisis Intervention Service: As defined by and more fully explained in Section II.E of the **ADHS/DBHS Covered Behavioral Health Services Guide**, crisis intervention services are provided to a person for the purpose of stabilizing or preventing a sudden, unanticipated, or potentially deleterious behavioral health condition, episode or behavior.

13. Evaluation: a professional multidisciplinary analysis based on data describing the person's identity, biography and medical, psychological and social conditions carried out by a group of persons, to determine the Proposed Patient's need for ongoing behavioral health treatment, and which may be followed by a petition for Court Ordered Treatment. See ARS 36-501.
14. Evaluation Agency: a health care agency that is licensed by the State and that has been approved to provide those services required of such agency pursuant to Arizona Revised Statutes, Title 36, Chapter 5, Article 4. See ARS 36-501.
15. Examination: For purposes of this Contract, an examination performed by an admitting officer of an evaluation agency on a person presenting for emergency admission pursuant to ARS 36-501 et seq., to determine if there is reasonable cause to believe that the person, as a result of a mental disorder, is a danger to self or others, and that during the time necessary to complete the pre-petition screening procedures set forth in sections 36-520 and 36-521 the person is likely without immediate hospitalization to suffer serious physical harm or serious illness or to inflict serious physical harm on another person or whether treatment in a less restrictive venue is appropriate.
16. Expeditious: For purposes of this contract, as quickly as possible given the circumstances.
17. Involuntary Commitment: The term for the process by which, or period in which, a person is held against his will by an Evaluation Agency for Examination or Evaluation to determine whether the person requires ongoing behavioral health treatment ordered by the Court.
18. Least Restrictive Environment: The treatment plan and setting that infringe in the least possible degree with the patient's right to liberty and that are consistent with providing needed treatment in a safe and humane manner. See ARS 36-501.
19. Non-Pima County Resident: For the purposes of this Contract, a Patient or Proposed Patient who receives services in Pima County but has a residence in another Arizona county, as evidenced by payment of property taxes, rent, or utilities associated with such a residence.
20. OBH: Office of Behavioral Health Services, within Pima County's Office of Medical Services Department, which will have oversight of this Agreement effective July 1, 2015.
21. PEP: Post Evaluation Period day(s); inpatient days a Proposed Patient is involuntarily housed in a hospital setting following the COE period and prior to their hearing because the Proposed Patient is not willing or able to voluntarily receive treatment and is considered to remain a danger to himself or others and not safe for discharge.
22. Petition: An official request filed with the Court; for purposes of this Contract, a request made to the Court seeking either the Court's order to perform evaluations on a Proposed Patient, or to hold a hearing to determine whether ongoing behavioral health treatment of a Proposed Patient should be ordered by the Court.
23. Pre-Petition Screening: The screening of a person by a qualified behavioral health professional in accordance with A.R.S. §§ 36-520 and 36-521, to determine whether the person may be a danger to self or others, persistently or acutely disabled or gravely disabled and unable or unwilling to undergo a voluntary evaluation. As stated in the ADHS Provider Manual, the purpose of the interview with the proposed patient is to assess the problem, explain the application and, when indicated, attempt to persuade the proposed patient to receive, on a voluntary basis, evaluation or other services.
24. Proposed Patient: a person for whom an application for evaluation has been made or a petition for court-ordered evaluation has been filed. See ARS 36-501.
25. Provider: any Hospital, Evaluation Agency, Institute for Mental Diseases (IMD), physician, or ambulance agency that provides qualifying services pursuant to this Contract.

26. RBHA: Regional Behavioral Health Authority; an agency designated by Arizona Department of Health Services (ADHS) as the behavioral health services administrator for a geographical area of the State, and for purposes of this Contract, the administrator of the behavioral health crisis system in which a Proposed Patient may be enrolled prior to, during, or subsequent to a behavioral health crisis or an inpatient stay for Court Ordered Evaluation.
27. Resident; Resided; Residence (Geographical): A Resident of Pima County is a person who maintains and lives in a place of abode in Pima County, as may be evidenced by payment of property taxes, rent, or utilities associated with such an abode, and who has lived or intends to continue living in Pima County for an indefinite period of time; lived in and maintained a place of abode, a dwelling place, or home, as may be evidenced by a mortgage, lease, or rental agreement.
28. Resident (Medical): a physician who has completed medical school and internship and is now receiving training in a specialized field of medicine, especially as it applies in this context to ARS 36-501.12.a.
29. Stakeholder: Any person, group, or entity that has an interest in the process and outcome of service provision.
30. Transfer: Refers to the movement of a Proposed Patient from one facility to another, even if within the same provider. Moving a patient from the Emergency Department to the inpatient behavioral health unit for COE constitutes a transfer as well as movement from one hospital or other facility to another completely separate evaluation agency.
31. Utilization Management: For purposes of this Contract, either a concurrent or retrospective review or both of claims for services or processes related to provision of services under ARS 36-501 et seq. to assess compliance with statute, appropriate payment of claims, or efficiency or effectiveness of processes applicable to service provision.
32. Voluntary Patient: A Patient who chooses to participate in treatment on a voluntary basis.

PIMA COUNTY STANDARD TERMS AND CONDITIONS (12/20/10)

1. EVALUATION:

Responses shall be evaluated to determine which response is most advantageous to the COUNTY considering evaluation criteria, conformity to the specifications and other factors.

If an award is made, the Pima County (COUNTY) will enter into an agreement with the one respondent that submitted the highest scoring bid and determined responsible for supplying the required goods or services. Unless otherwise specified on the Bid/Offer document determination of the low/lowest bids will be made considering the total bid amount.

The COUNTY reserves the following rights: 1) to waive informalities in the bid or bid procedure; 2) to reject the response of any persons or corporations that have previously defaulted on any contract with COUNTY or who have engaged in conduct that constitutes a cause for debarment or suspension as set forth in COUNTY Code section 11.32; 3) to reject any and all responses; 4) to re-advertise for bids previously rejected; 5) to otherwise provide for the purchase of such equipment, supplies materials and services as may be required herein; 6) to award on the basis of price and other factors, including but not limited to such factors as delivery time, quality, uniformity of product, suitability for the intended task, and bidder's ability to supply; 7) to increase or decrease the quantity herein specified. Pricing evaluations will be based on pre-tax pricing offered by vendor.

2. AWARD NOTICE:

A *Notice of Recommendation for Award* for the RFP will be posted on the Pima County Behavioral Health website and available for review by interested parties. A tabulation of responses will be maintained at Pima County Behavioral Health.

3. AWARD:

Awards shall be made by either the Procurement Director or the Board of Supervisors in accordance with the Pima County Procurement Code. COUNTY reserves the right to reject any or all offers, bids or proposals or to waive irregularities and informalities if it is deemed in the best interest of the COUNTY. Unless expressly agreed otherwise, resulting agreements are not exclusive, are for the sole convenience of COUNTY, and COUNTY reserves the right to obtain like goods or services from other sources.

4. WAIVER:

Each respondent, by submission of an offer, bid or proposal proclaims and agrees and does waive any and all claims for damages against COUNTY or its officers or employees when any of the rights reserved by COUNTY may be exercised.

5. ACKNOWLEDGEMENT AND ACCEPTANCE:

If Contractor's terms of sale are inconsistent with the terms of the resultant agreement, the terms herein shall govern, unless Contractor's terms are accepted in writing by COUNTY. No oral agreement or understanding shall in any way modify this order or the terms and conditions herein. Contractor's acceptance, delivery or performance called for herein shall constitute unqualified acceptance of the terms and conditions of the resultant agreement.

6. INTERPRETATION and APPLICABLE LAW:

The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of Arizona. If any of Contractor's terms or conditions is not in agreement with County's terms and conditions as set forth herein, COUNTY's shall govern. This Agreement incorporates the complete agreement of the parties with respect to the subject matter of this Agreement. No oral agreement or other understanding shall in any way modify these terms and conditions.

7. WARRANTY:

Contractor warrants goods or services to be satisfactory and free from defects.

8. QUANTITY:

The quantity of goods ordered shall not be exceeded or reduced without written permission in the form of a properly executed blanket contract, purchase order or contract revision or amendment as required by COUNTY Procurement Code except in conformity with acknowledged industry tolerances. All quantities are estimates and no guarantee regarding actual usage is provided.

9. DELIVERY:

On-time delivery of goods and services is an essential part of the consideration to be received by COUNTY.

A guaranteed delivery date, or interval period from order release date to delivery, must be given if requested by the Price offer document. Upon receipt of notification of delivery delay, COUNTY at its sole option and at no cost to the COUNTY may cancel the order or extend delivery times. Such extension of delivery times will not be valid unless extended in writing by an authorized representative of the COUNTY.

To mitigate or prevent damages caused by delayed delivery, COUNTY may require Contractor to deliver additional quantity utilizing express modes of transport, and or overtime, all costs to be Contractor responsibility. COUNTY reserves the right to cancel any delinquent order, procure from alternate source, and/or refuse receipt of or return delayed deliveries, at no cost to COUNTY. COUNTY reserves the right to cancel any order and/or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery.

Contractor will not be held responsible for unforeseen delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provide immediate notice of delay.

10. SPECIFICATION CHANGES:

COUNTY shall have the right to make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, an acceptable adjustment shall be made and the order shall be modified in writing. Any agreement for adjustment must be made in writing. Nothing in this clause shall reduce Contractor's responsibility to proceed without delay in the delivery or performance of an order.

11. INSPECTION:

All goods and services are subject to inspection and testing at place of manufacture, the destination, or both, by COUNTY. Goods failing to meet specifications of the order or contract shall be held at Contractor's risk and may be returned to Contractor with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of Contractor. In lieu of return of nonconforming supplies, COUNTY, at its sole discretion and without prejudice to COUNTY's rights, may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but waiver of any condition shall not be considered a waiver of that condition for subsequent shipments or deliveries.

12. SHIPPING TERMS:

Unless stated otherwise by the agreement documents, delivery terms are to be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination") are to be included in the Unit Price offered by Contractor and accepted by the COUNTY.

13. PAYMENT TERMS:

Payment terms are net 30, unless otherwise specified by the agreement documents.

14. ACCEPTANCE OF MATERIALS AND SERVICES:

COUNTY will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that all specification requirements have been met.

15. RIGHTS AND REMEDIES OF PIMA COUNTY FOR DEFAULT:

In the event any item furnished by the Contractor in the performance of the agreement should fail to conform to the specifications thereof, or to the sample submitted by the Contractor, COUNTY may reject same, and it shall thereupon become the duty of the Contractor to reclaim and remove the same, without expense to COUNTY, and immediately replace all such rejected items with others conforming to the specifications or samples. Should the Contractor fail, neglect, or refuse immediately to do so, COUNTY,

shall have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any monies due or that may become due to the Contractor the difference between the price named in the contract or purchase order and actual cost to COUNTY. In the event the Contractor shall fail to make prompt delivery as specified of any item, the same conditions as to the rights of COUNTY to purchase in the open market and invoke the reimbursement condition above shall apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. In the event of cancellation of the contract or purchase order, either in whole or in part, by reason of the default or breach by the Contractor, any loss or damage sustained by COUNTY in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of COUNTY provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

16. FRAUD AND COLLUSION:

Each Contractor, by submission of a bid, proclaims and agrees that no officer or employee of COUNTY or of any subdivision thereof has: 1) aided or assisted the Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor; 2) favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) any direct or indirect financial interest in the offer or resulting agreement. Additionally, during the conduct of business with COUNTY, the Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If at any time it shall be found that the awardee(s) has in presenting any offer(s) colluded with any other party or parties for the purpose of preventing any other offer being made, then the agreement so awarded shall be terminated and that person or entity shall be liable for all damages sustained by COUNTY.

17. COOPERATIVE USE OF RESULTING AGREEMENT:

As allowed by law, the COUNTY has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements developed by the COUNTY. The Contractor may be contacted by participating agencies and requested to provide services and products pursuant to the pricing, terms and conditions defined by the COUNTY blanket contract, purchase order or contract. Minor adjustments are allowed subject to agreement by both Contractor and Requesting Party to accommodate additional cost or other factors not present in the COUNTY agreement and required to satisfy particular Public Agency code or functional requirements and are within the intended scope of the solicitation and resulting agreement. Any such usage shall be in accordance with State, COUNTY and other Public Agency procurement rules, regulations and requirements and shall be transacted by blanket contract purchase order or contract between the requesting party and Contractor. Contractor shall hold harmless COUNTY, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. A list of agencies that are authorized to use COUNTY agreements can be viewed at the Procurement Department Internet home page: <http://www.pima.gov/procure> by selecting the link titled *Authorized Use of COUNTY Agreements*.

18. PATENT INDEMNITY:

Contractor shall hold COUNTY, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the blanket contract purchase order or contract. Contractor may be required to furnish a bond or other indemnification to COUNTY against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

19. INDEMNIFICATION:

Contractor shall indemnify, defend, and hold harmless COUNTY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by the Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the blanket contract, purchase order or contract. Contractor warrants that all products and services provided under this contract are non-infringing. Contractor will indemnify, defend and hold COUNTY harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use

for their intended purpose of any products provided under this Contract.

20. UNFAIR COMPETITION AND OTHER LAWS:

Responses shall be in accordance with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable COUNTY, State, and Federal laws and regulations.

21. COMPLIANCE WITH LAWS:

Contractor shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. The laws and regulations of the State of Arizona shall govern the rights, performance and disputes of and between the parties. Any action relating to this Contract shall be brought in a court of the State of Arizona in COUNTY.

Any changes in the governing laws, rules, and regulations during an agreement shall apply, but do not require an amendment/revisions.

22. ASSIGNMENT:

Contractor shall not assign its rights to the resultant agreement, in whole or in part, without prior written approval of the COUNTY. Approval may be withheld at the sole discretion of COUNTY, provided that such approval shall not be unreasonably withheld.

23. CONFLICT OF INTEREST:

All agreements are subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated into and made part of all resultant contracts or purchase orders as if set forth in full herein.

24. NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 **including flow down of all provisions and requirements to any subcontractors.** Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

25. NON-APPROPRIATION OF FUNDS:

Pursuant to the provisions of A.R.S. § 11-251, sub-section 42, this agreement may be canceled if for any reason the COUNTY Board of Supervisors does not appropriate funds for the stated purpose of maintaining any agreement. In the event of such cancellation, COUNTY shall have no further obligation, other than for services or goods that have already been received.

26. PUBLIC INFORMATION:

Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted in response to this solicitation, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.

Any records submitted in response to this solicitation that Contractor reasonably believes constitute proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by Contractor **prior** to the close of the solicitation.

Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., COUNTY shall release records marked CONFIDENTIAL ten (10) business days after the date of notice to the Contractor of the request for release, unless Contractor has, within the ten day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release shall not be counted in the time calculation. Contractor shall be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

COUNTY shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor shall COUNTY be in any way financially responsible for any costs associated with securing such an order.

27. AMERICANS WITH DISABILITIES ACT:

Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

28. NON-EXCLUSIVE:

Agreements resulting from this solicitation are non-exclusive and are for the sole convenience of Pima County which reserves the right to obtain like goods and services from other sources for any reason.

29. PROTESTS:

An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award. Protests must be filed in accordance with the Pima County Procurement Code, Section 11.20.010.

30. TERMINATION:

COUNTY reserves the right to terminate any blanket contract, purchase order, contract or award, in whole or in part, at any time, without penalty or recourse when in the best interests of the COUNTY. Upon receipt of written notice, Contractor shall immediately cease all work as directed by the notice, notify all sub-Contractor of the effective date of termination and take appropriate actions to minimize further costs to the COUNTY. In the event of termination under this paragraph, all documents, data, and reports prepared by the Contractor under the contract shall become the property of and be promptly delivered to the COUNTY. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures defined by A.A.C. R2-7-701 shall apply.

31. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS:

In the event that there are inconsistencies between agreement documents, following is the order of precedence, superior to subordinate, that shall be applied to resolve the inconsistency: blanket contract; purchase order; offer agreement or contract attached to a blanket contract or purchase order; standard terms and conditions; other solicitation documents.

32. INDEPENDENT CONTRACTOR:

The status of the Contractor shall be that of an independent Contractor. Neither Contractor nor Contractor officer's agents or employees shall be considered an employee of COUNTY or be entitled to receive any employment-related fringe benefits under the COUNTY Merit System. Contractor shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of Contractor's failure to pay such taxes. Contractor shall be solely responsible for program development and operation.

33. BOOKS AND RECORDS:

Contractor shall keep and maintain proper and complete books, records and accounts, which shall be open at all reasonable times for inspection and audit by duly authorized representatives of COUNTY. In addition, Contractor shall retain all records relating to this contract at least 5 years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

34. COUNTERPARTS:

The blanket contract, purchase order or contract awarded pursuant to this solicitation may be executed in any number of counterparts and each counterpart shall be deemed an original, and together such counterparts shall constitute one and the same instrument. For the purposes of the blanket contract, purchase order or contract, the signed offer of Respondent and the signed acceptance of COUNTY shall each be deemed an original and together shall constitute a binding blanket contract, purchase order or contract, if all other requirements for execution have been met.

35. AUTHORITY TO CONTRACT:

Contractor warrants its right and power to enter into the blanket contract, purchase order or contract. If any court or administrative agency determines that COUNTY does not have authority to enter into the blanket contract, purchase order or contract, COUNTY shall not be liable to Contractor or any third party by reason of such determination or by reason of the blanket contract, purchase order or contract.

36. FULL AND COMPLETE PERFORMANCE:

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the blanket contract, purchase order or contract to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time shall not be construed as an accord and satisfaction.

37. SUBCONTRACTOR:

CONTRACTOR shall be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts CONTRACTOR may be liable to the same extent that the CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract shall create any obligation on the part of COUNTY to pay or see to the payment of any money due any subcontractor, except as may be required by law.

38. SEVERABILITY:

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

39. LEGAL ARIZONA WORKERS ACT COMPLIANCE

CONTRACTOR hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to CONTRACTOR's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws").

CONTRACTOR shall further ensure that each subcontractor who performs any work for CONTRACTOR under this contract likewise complies with the State and Federal Immigration Laws.

COUNTY shall have the right at any time to inspect the books and records of CONTRACTOR and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of CONTRACTOR's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting CONTRACTOR to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, CONTRACTOR shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.

CONTRACTOR shall advise each subcontractor of COUNTY's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"SUBCONTRACTOR hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONTRACTOR's employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that COUNTY may inspect the SUBCONTRACTOR's books and records to insure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR will be deemed to be a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of CONTRACTOR. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of CONTRACTOR's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which CONTRACTOR shall be

entitled to an extension of time, but not costs.

40. CONTROL OF DATA PROVIDED BY PIMA COUNTY:

For those projects and contracts where Pima County has provided data to enable the CONTRACTOR to provide contracted services or products, unless otherwise specified and agreed to in writing by Pima County, Contractor shall treat, control and limit access to said information as confidential and under no circumstances release any data provided by COUNTY during the term of this agreement and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and is further prohibited from selling such data directly or through a third party. Upon termination of the associated agreement or completion of the required contractual intent whichever occurs sooner, CONTRACTOR shall either return all data to COUNTY or shall destroy such data and confirm destruction in writing in a timely manner not to exceed 60 calendar days.

END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS