



**INTERGOVERNMENTAL AGREEMENT
BETWEEN
ARIZONA HEALTH CARE COST CONTAINMENT SYSTEM (AHCCCS)
AND
GILA COUNTY
FOR
ELIGIBILITY SUSPENSION**

This Intergovernmental Agreement (“Agreement”) is between Gila County, a political subdivision of the State of Arizona (“County”) and the Arizona Health Care Cost Containment System (“AHCCCS”).

RECITALS

AHCCCS is duly authorized to execute and administer Agreements under A.R.S. §§ 36-2903 et. Seq., 36-2932 et seq. and 11-952; and

The COUNTY is duly authorized to enter into this Agreement under A.R.S. § 11-952; and

The COUNTY is responsible for the oversight, management and the provision of healthcare services to detainees in the custody of the Sheriff’s Office, the provision of healthcare services is done by Gila County Detention Health Services; and

Gila County Detention Health Services is included in the COUNTY’S health care component and is Covered Entity for purposes of compliance with the Health Insurance Portability and Accountability Act (HIPPA); and

Individuals are not eligible to receive AHCCCS benefits while incarcerated; and

Suspension, rather than termination, of AHCCCS benefits during any period of incarceration is economically efficient, and for individuals released from custody, facilitates continuity of care and minimizes the number of uninsured.

The COUNTY and AHCCCS wish to enter into this Agreement in order to establish procedures to accommodate AHCCCS eligibility suspension at the time of incarceration, reinstatement of an individual’s enrollment upon their release from custody and transmission of match results to the COUNTY for COUNTY’S use in discharge planning for inmates about to be released.

AHCCCS and COUNTY agree as follows:

Agreement

1) Definitions:

- a) **Incarcerated:** for purposes of this Agreement an individual detained at the Gila County Adult Detention (GCAD) will not be considered incarcerated until: an initial court appearance has occurred and a minimum of 24 hours have elapsed since the time of the individual's detention.
- b) **Member:** An individual who is eligible for Title XIX benefits or who is enrolled with AHCCCS, and AHCCCS Contractor, or a Regional Behavioral Health Authority for medical or behavioral health services.
- c) **No-pay Status:** for the purpose of this Agreement AHCCCS will not reimburse claims submitted for individuals while incarcerated.

Purpose: The purpose of this Agreement is for the COUNTY and AHCCCS to jointly develop and implement a system to match AHCCCS member data with Gila County's inmate population data to facilitate the identification of incarcerated individuals so that those individuals' Title XIX benefits may be suspended or placed on a no-pay status and so that those individuals will be immediately returned to their pre-incarceration status upon their release from custody.

2) Scope:

- a) **County Responsibilities:**
 - i) Prior to 5:00 p.m. each day, including weekends and holidays, electronically transmit, in a format agreed to by the parties, booking and release data for the preceding twenty-four hour period. Data Transmitted includes, but may not be limited to, the detainee's booking number, name, date of birth, gender, time of booking or release, and if the detainee was released to another facility and name of facility. Social Security numbers will not be transmitted, should they be required this Agreement will need to be amended to include a confidentiality clause. In the event there are no bookings or releases, County will transmit the file indicating "no records."
- b) **AHCCCS Responsibilities:**
 - i) After 5:00 p.m. each day, including weekends and holidays, utilizing the information provided by COUNTY, query its member database to identify individuals appearing in both data sources ("matches").
 - ii) Suspend or reinstate Member Title XIX benefit eligibility based on the Member's Incarceration status at the time of the query.
 - iii) Update eligibility information daily, including weekends and holidays.
 - iv) On the same day each query is performed, provide a copy of that day's query results to the COUNTY identifying the query results for each individual listed: a match, no match, partial match, rejected or invalid format of the data.
 - v) On the same day each query is performed, post results of query on <https://sftp.statmedicaid.us/PDOC> for COUNTY'S retrieval for purposes of discharge planning.

- 3) **Financing:** Each party will bear its own cost for the performance of its responsibilities as set forth in this agreement.

- 4) **Term:** This Agreement is effective upon all parties signature and will continue through September 30, 2015 unless further extended or sooner terminated pursuant to the provisions of this Agreement.
- 5) **Disposal of Property:** Upon termination of this Agreement, all property involved shall revert back to the owner. Termination will not relieve any party from liabilities or costs already incurred under this Agreement, not affect ownership of property pursuant to this Agreement.
- 6) **Indemnification:** Each party (as "Indemnitor") agrees to Indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees)(hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
- 7) **Insurance:** Both parties to this Agreement participate in self-insured programs to address liability and loss issues arising from their operations. The parties agree that the general liability coverage and the professional liability coverage afforded by these self-insurance programs are sufficient to meet the purpose of this Agreement.
- 8) **Exercise of Rights:** Failure to exercise any right, power of privilege under this Agreement will not operate as a waiver thereof, nor will a single or partial exercise thereof preclude any other or further exercise of that or any other right, power, or privilege.
- 9) **Compliance with Laws, Rules and Regulations:** AHCCCS, the COUNTY and their subcontractors must comply with all applicable Federal and State laws, rules, regulations, standards, and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations, of the State of Arizona govern the rights of the Parties, the performance of this Agreement, and any disputes arising from the Agreement. Any action relating to this Agreement must be brought by arbitration to the extent required by A.R.S. §12-1518 or in an appropriate court. Ant arbitration award will be enforced in an appropriate court.
- 10) **Non-Discrimination:** Neither party shall discriminate against any employee of the other party or against the employees of the County's contractor(s) employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out each party's duties pursuant to this Agreement. Each party shall comply with the provisions of Executive Orders 75-5, as amended by Executive Order 99-4, which are incorporated into this Agreement and reference as if set forth in full herein.
- 11) **ADA:** The parties must 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.

- 12) **Termination:** Pursuant to A.R.S. § 38-511, either party to this Agreement may terminate this Agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement is or becomes at any time while the Agreement or an extension of the Agreement is in effect an employee or a consultant to any other party to this Agreement with respect to the subject matter of the Agreement. The cancellation will be effective when AHCCCS or the COUNTY receives written notice of the cancellation unless the notice specifies a later time.
- 13) **Records:** The parties agree to retain all financial books, records, and other documents and will contractually require each subcontractor to retain all data and other records relating to the acquisition and performance of the Agreement for a period of (5) years after the completion of the Agreement. All records are subject to inspection and audit by the parties at reasonable times. Upon request, the parties will produce a legible copy of any or all such records.
- 14) **Severability:** The provisions of this Agreement are severable. If any provision of this Agreement is held by a court to be invalid or unenforceable, the remaining provisions continue to be valid and enforceable to the full extent permitted by law.
- 15) **No Third Party Beneficiaries:** Nothing in the Provisions of this Agreement is intended to create duties or obligations to or right in third parties not parties to the Agreement or affect the legal liability of either party to this Agreement.
- 16) **No Joint Venture:** Nothing in this Agreement is intended to create joint venture between the Parties and it will not be so construed. Neither AHCCCS' nor County's employees will be considered officers, agents, or employees of the other or be entitled to receive any employment-related fringe benefits from the other.
- 17) **Notices:** Any notice required or permitted to be given under this Agreement must be in writing and must be served by delivery or by certified mail upon the other party as follows:
- a) Notices to AHCCCS will be addressed and mailed as follows:
- Melanie Norton, Deputy Assistant Director
AHCCCS, Division of Member Services
801 E. Jefferson St., MD2600
Phoenix, AZ 85034
- b) Notices to COUNTY will be addressed and mailed as follows:
- J. Adam Shepherd, Sheriff
Gila County Sheriff's Office
P.O. Box 311
Globe, AZ 85502

18) **Extensions and Amendments:** This document contains the entire agreement of the parties. Any change, modification, or extension of this Agreement must be in the form of a written amendment to this Agreement and signed by both parties. This Agreement may be extended as required by law for additional one-year periods by written amendment signed by both parties.

NOW THEREFORE, AHCCCS and the COUNTY agree to abide by the terms and conditions set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year specified below. ARIZONA HEALTH CARE COST CONTAINMENT SYSTEM (AHCCCS)

FOR AND ON BEHALF OF GILA COUNTY

ARIZONA HEALTH CARE COST CONTAINMENT SYSTEM (AHCCCS)

Michael A. Pastor, Chairman
Board of Supervisors

Michael Veit, Chief Procurement Officer
AHCCCS

Date

Date

APPROVED AS TO FORM

Bryan Chambers
Deputy Attorney Principal
Gila County Attorney's Office

Legal Counsel for AHCCCS

Date

Date