

**INTERGOVERNMENTAL AGREEMENT
FOR MEDICAID ENROLLMENT SUSPENSE**

YH15-0005-06

This Intergovernmental Agreement (“Agreement”) is entered into by and between County, _____ a political subdivision of the State of Arizona (“**COUNTY**”), and the **MEDICAID AGENCY** and shall be effective upon execution by both parties and terminated pursuant to the terms set forth in this agreement.

RECITALS

Medicaid 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 Department and utilizes outside healthcare vendors for the provision of healthcare services; and

Whereas the County Jail has been designated by the County as a health care component consistent with 45 CFR 164.105(a)(2)(iii)(D).

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

Suspension, rather than termination, of Medicaid benefits during any period of incarceration is economically efficient. Additionally, for individuals released from custody, suspension of benefits facilitates continuity of care and minimizes the number of uninsured because reinstatement of benefits is much more timely; and

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

SCOPE OF WORK

1. DEFINITIONS

- 1.1. **Authorized Use:** Access given to Medicaid by COUNTY to Booking Information, that MEDICAID would not be entitled to otherwise have, for the *sole purposes* of 1) suspending medical eligibility of incarcerated individuals in the County Jail and 2) returning individuals to their pre-incarceration status upon release from the County Jail.
- 1.2. **Booking Information:** Certain information provided by COUNTY concerning individuals incarcerated in the County Jail. This information may include individuals' booking name, alias name(s), booking number, booking date, date of birth, gender, race, and release date, whether the individual was released to another agency.
- 1.3. **Incarcerated:** For purposes of this Agreement an individual detained at the County Jail will not be considered incarcerated until both of the following have taken place: an initial court appearance has occurred AND a minimum of 24 (twenty-four) hours have elapsed since the time of the individual's detention. Additionally, those individuals serving a sentence on weekends will not be included on the file.
- 1.4. **Invalid format:** Query result from MEDICAID indicating that some section of the query was incomplete or invalid.
- 1.5. **Match:** Query result from MEDICAID indicating that data entered matches data in the system. A match requires verification by MEDICAID.
- 1.6. **Member:** An individual who is eligible for Title XIX benefits who is enrolled with MEDICAID, an MEDICAID Contractor, or a Regional Behavioral Health Authority (RBHA) for medical or behavioral health services.
- 1.7. **No Match:** Query result from MEDICAID indicating that the individual's information did not match any data in the MEDICAID system.
- 1.8. **No-pay Status:** For the purposes of this Agreement MEDICAID will not reimburse claims submitted or pay capitation for individuals while incarcerated.
- 1.9. **Partial Match:** Query result from MEDICAID indicating that some data in query matched data in MEDICAID system. Requires verification by MEDICAID.
- 1.10. **Rejected:** Query results from MEDICAID indicating that query was not successful.
- 1.11. **Title XIX Benefits:** Medicaid benefits provided under Title XIX of the Social Security Act.

2. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is for the COUNTY and MEDICAID to jointly develop and implement a system to match MEDICAID member data with 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.

Any and all data provided under this Agreement shall be used for the sole purposes of said Agreement, and not used for any other purpose.

3. TERM

- 3.1. This Agreement is effective upon execution by both parties and shall remain in effect, with no end date, until terminated pursuant to the terms set forth in this Agreement.

4. SCOPE

4.1. COUNTY Responsibilities:

4.1.1. 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 (24) hour period. Data that is transmitted shall include, but is not limited to, the detainee's booking number, name, date of birth, gender, time of booking or release, and if detainee was released to another facility and name of facility. Social security numbers shall not be transmitted. In the event there are no bookings or releases, the COUNTY will transmit the file indicating "no records."

4.2. MEDICAID Responsibilities:

4.2.1. 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").

4.2.2. Suspend if incarcerated or reinstate if released Member Title XIX benefit eligibility based on the Member's incarceration status at the time of the query.

4.2.3. Update eligibility information daily, including weekends and holidays.

4.2.4. On the same day each query is performed, provide a copy of that day's query results to the County Jail identifying the query results for each individual listed: a match, no match, partial match, rejected or invalid format of the data.

4.2.5. On the same day each query is performed, post results of query, including eligibility renewal date/termination, on the MEDICAID secure ftp site for County Jail retrieval for the purposes of discharge planning. There is no public access to this site.

5. SYSTEM CAPABILITY REQUIREMENTS

Additional information and/or technical documents will be provided to COUNTY to ensure system capabilities and explain data exchange requirements.

6. FINANCING

Each party will bear its own cost for the performance of its responsibilities as set forth in this Agreement.

7. NOTICES

Any notices or correspondence related to this Agreement shall be sent to the parties or their designees respectively as follows:

7.1. MEDICAID

7.2. Programmatic Correspondence:

7.3. COUNTY:

SAMPLE ONLY

TERMS AND CONDITIONS

1.0 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.

2.0 Amendments

- 2.1 Any amendment to this agreement must be in writing and signed by both parties.
- 2.2 Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this agreement, from the effective date of the amendment, as if fully set out herein.
- 2.3 All requests for additional services shall be in writing and signed by both parties.
- 2.4 An amendment shall not be necessary when completing a change of contact person, change of key personnel, change of address, change of signatory or other non-material changes to this agreement.

3.0 Arbitration and Disputes

In accordance with ARS § 12-1518, the parties to agree to resolve all disputes arising out of or relating to this agreement through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes. The laws of the State shall govern any interpretation of this Agreement and the venue shall be in Maricopa County, Arizona.

4.0 Assignment and Delegation

This Agreement may not be assigned by any party without the prior written consent of the other parties. If consent to an assignment is obtained, this Agreement is binding on the successors and assigns of the parties to this Agreement.

5.0 Compliance with Laws, Rules and Regulations

MEDICAID, 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. Any arbitration award will be enforced in an appropriate court.

6.0 Disposal of Property

Upon the 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.

7.0 E-Verify Requirement

In accordance with ARS § 41-4401, all parties warrant compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214, Subsection A.

8.0 Execution in Counterparts / Electronic Documents

- 8.1 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same document.
- 8.2 Facsimile signatures, electronic signatures and signatures transmitted by email after having been scanned shall be accepted as originals for the purposes of this Agreement.

9.0 Federal Immigration and Nationality Act

The parties shall ensure compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees to include but not limited to sub-contractors. All services under this Agreement shall be performed within the borders of the United States.

10.0 Health Insurance Portability and Accountability Act (HIPAA) of 1996

The parties certify that each is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Agreement. The parties warrant that each will cooperate in the course of performance of the Agreement so that the parties will be in compliance with HIPAA, including cooperation and coordination with the Arizona Strategic Enterprise Technology (ASET), Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. COUNTY will sign any documents that are reasonably necessary to keep MEDICAID in compliance with HIPAA, including, but not limited to, business associate agreements.

11.0 Insurance

The parties acknowledge that they are self-insured pursuant to statutory authority. The parties agree that the general liability coverage afforded by the self-insurance programs is sufficient to meet the purposes of this Agreement.

12.0 Liability

The parties shall each be responsible for any and all liability for their own negligence arising from the Agreement and each shall bear all costs for their own defense of any litigation to the extent allowed by law.

13.0 Non-Conforming Performance

Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

14.0 No Joint Venture

Nothing in this Agreement is intended to create a joint venture between the Parties and it will not be so construed. Neither MEDICAID' 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.

15.0 No Third Party Beneficiaries

Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not Parties to this IGA or effect the legal liability of either Party to the IGA.

16.0 Non-Discrimination

In accordance with ARS § 41-1461 et. seq., the parties shall provide equal employment opportunities for all persons, regardless of race, color, creed, religion, sex, age, national origin, disability or political affiliation. The parties agree to comply with the Americans with Disabilities Act.

17.0 Records and Audit

Under A.R.S. § 35-214 and A.R.S. § 35-215, The parties agree to retain and shall contractually require each subcontractor to retain all data and other records (“records”) relating to the acquisition and performance of the Agreement for a period of five (5) years after the completion of the Agreement. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the parties will produce a legible copy of any or all such records.

18.0 Severability

If any provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable to any extent, it is the intention of the parties that the remainder of the Agreement and the application of such provision to other circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

19.0 Termination

Either party may terminate this Agreement upon thirty (30) working days written notice to the other party. Termination will be without further obligation or penalty and will be effective upon receipt, unless specified otherwise.

.....

SIGNATURE PAGE

IN WITNESS THEREOF, the parties have executed this Agreement:

COUNTY:

Signature: _____

Printed Name:

Title:

Date: _____

MEDICAID AGENCY:

Signature: _____

Printed Name:

Title:

Date: _____

In accordance with A.R.S. § 11-952, this Agreement has been reviewed by the undersigned who has determined that this Agreement is in the appropriate form and is within the power and authority granted to COUNTY.

In accordance with A.R.S. § 11-952, this Agreement is in the proper form and is within the power and authority granted to MEDICAID under A.R.S. §§ 36-2903 et seq. and 36-2932 et seq.

County Attorney

Legal Counsel for MEDICAID

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