

# COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: JENNIFER STEIGER Department/Division: HEALTH/Detention Medical  
 Date Prepared: 9/12/12 Telephone: 520-432-9402  
 Grantor: AHCCCS Grant Title: Enrollment Suspension of AHCCCS for Jail Inmates  
 Grant Term From: 10/1/12 To: 9/30/17  
 Fund No/Dept. No: 100-5000-5220 Note: Fund No. will be assigned by the Finance Department if new.  
 New Grant  Yes  No Amendment No. \_\_\_\_\_ Increase \$0 Decrease \$0

Briefly describe purpose of grant:

Under the terms of the proposed suspension IGA, inmates' AHCCCS coverage would not be terminated upon booking into the jail, but instead merely suspended. This will allow their coverage to be reinstated without re-enrollment in AHCCCS. In this fashion, Cochise County should again be able to obtain coverage for AHCCCS members who are admitted to hospitals as inpatients.

If amendment, provide reason:

n/a

If this is a mandated service, cite source. If not mandated, cite indications of local customer support for this service:

Funding Sources	Federal Funds 332.100	State Funds 336.100	County Funds 391.000	Other	Total
Current Fiscal Year		n/a			n/a
Remaining Years					
Total Revenue		n/a			n/a

Is County match required?  Yes  No If yes, dollar amount \$ \_\_\_\_\_

Has this amount been budgeted?  Yes  No Identify Funding Source: AHCCCS

Federal Catalog of Federal Domestic Assistance (CFDA) No: \_\_\_\_\_

Method of collecting grant funds: Lump sum payment  Quarterly payments  Draw  Reimbursement

Is reversion of unexpended funds required at end of grant period?  Yes  No

a) Total A-87 cost allocation n/a

b) Amount of overhead allowed by grant n/a County subsidy (a-b) n/a

Does Grantor accept indirect costs as an allowable expenditure?  Yes  No

If yes, dollar amount \$ n/a OR percentage allowed n/a %

Number of new positions that will be funded from grant: n/a Number of existing positions funded from grant: n/a

## Executive Summary Form

### **Agenda Number: HLT**

#### Recommendation:

Approve the new IGA #YH13-0002, Enrollment Suspension of AHCCCS Eligibility for Jail Inmates between the Arizona Healthcare Cost Containment System (AHCCCS) and Cochise County, for the period from 10/1/12 to 9/30/17; however, the agreement may be terminated by either party with thirty days written notice.

#### Background:

When an AHCCCS member is jailed, that member's AHCCCS coverage is automatically terminated. Since 2007, Cochise County has had an IGA with AHCCCS that allows the (re)enrollment of AHCCCS-eligible inmates if they are admitted to a hospital as inpatients. This arrangement has so far saved the county a total of \$93,000 net of administrative costs.

Beginning on 7/1/11, due to state cuts to the AHCCCS program, childless adults became ineligible for AHCCCS benefits. Such members' AHCCCS benefits are grandfathered as long as they are not dropped from AHCCCS roles. The vast majority of the county's AHCCCS-eligible jail inmates are childless adults. Since they are ineligible for re-enrollment in AHCCCS after their coverage is terminated upon booking into the jail, the county no longer benefits from our existing IGA for such inmates. This resulted in additional costs to the county of at least \$25,000 during FY 11/12.

Under the terms of the proposed suspension IGA, inmates' AHCCCS coverage would not be terminated upon booking into the jail, but instead merely suspended. This will allow their coverage to be reinstated without re-enrollment in AHCCCS. In this fashion, Cochise County should again be able to obtain coverage for AHCCCS members who are admitted to hospitals as inpatients.

#### Fiscal Impact & Funding Sources:

Had this agreement been in effect in FY 11/12, Cochise County could have saved at least \$25,000. There are modest reporting requirements that can be effectively managed by existing jail and IT support staff.

#### Next Steps/Action Items/Follow-up:

Your approval is respectfully requested.

#### Impact of Not Approving:

Not approving this IGA could materially boost detainee medical expenses paid by the County general fund.

**Janice K. Brewer, Governor**  
**Thomas J. Betlach, Director**

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PO Box 25520, Phoenix, AZ 85002  
Phone: 602-417-4000  
[www.azahcccs.gov](http://www.azahcccs.gov)



*Our first care is your health care*  
ARIZONA HEALTH CARE COST CONTAINMENT SYSTEM

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**INTERGOVERNMENTAL AGREEMENT #YH13-0002  
BETWEEN  
ARIZONA HEALTH CARE COST CONTAINMENT SYSTEM (AHCCCS)  
AND  
COCHISE COUNTY FOR ENROLLMENT SUSPENSION**

This Intergovernmental Agreement (“Agreement”) is between Cochise 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 Department and utilizes outside healthcare vendors for the provision of healthcare services.

The medical services program in the Cochise County Jail is administered by Cochise Health & Social Services and is a Covered Entity for purposes of compliance with the Health Insurance Portability and Accountability Act (HIPAA); and

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

Suspension, rather than termination, of AHCCCS benefits during any period of incarceration is economically efficient by allowing for continuity of care when inmates are released from incarceration thereby minimizing the number of uninsured; and

The COUNTY and AHCCCS wish to enter into this Agreement in order to establish procedures to accommodate AHCCCS 1) eligibility suspension at the time of incarceration, 2) the reinstatement of an individual’s enrollment upon their release from custody and 3) the 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. **Booking Information:** certain information provided by COUNTY concerning individuals incarcerated/detained in the Cochise County Jail. This information may include, but is not limited to, an individuals' booking name, alias name(s), booking number, booking date, date of birth, gender, race, release date, and whether the individual was released to another agency.
- b. **Incarcerated:** for purposes of this Agreement an individual detained at the Cochise County Jail 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.
- c. **Invalid format:** Query result from AHCCCS indicating that some section of the query was incomplete or invalid.
- d. **Match:** Query result from AHCCCS indicating that data entered matches data in the system. A match requires verification by AHCCCS.
- e. **Member:** an individual who is eligible for Title XIX benefits or who is enrolled with AHCCCS, an AHCCCS Contractor, or a Regional Behavioral Health Authority for medical or behavioral health services.
- f. **No match:** Query result from AHCCCS indicating that the individual's information did not match any data in the AHCCCS system.
- g. **No-pay Status:** for the purposes of this Agreement, a designation made by AHCCCS for individuals while incarcerated which will prevent reimbursement of claims submitted.
- h. **Partial Match:** Query result from AHCCCS indicating that some data in query matched data in AHCCCS system. Requires verification by AHCCCS.
- i. **Rejected:** Query results from AHCCCS indicating that query was not successful.
- j. **Title XIX benefits:** Medicaid benefits provided under Title XIX of the Social Security Act.

**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 COUNTY'S inmate population data to facilitate the identification of incarcerated individuals so that those individuals' Title XIX benefits may be 1) suspended, 2) placed on a no-pay status and 3) will be immediately returned to their pre-incarceration status upon their release from incarceration.

### **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 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 if incarcerated or reinstate if released Members' Title XIX benefit eligibility based on the Member's 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. Beginning no later than December 1, 2012, on the same day each query is performed, post results of query including eligibility renewal date/termination date on <https://sftp.statmedicaid.us/SOCOCHISE> for COUNTY'S retrieval for the 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 October 1, 2012 and will continue through September 30, 2017, unless further extended or sooner terminated pursuant to the provisions of this Agreement.
5. **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, nor 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 or 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. Any 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 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 by 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. **E-verify:** The Parties warrant they are in compliance with the provisions of A.R.S. § 41-4401.
13. **Iran/Sudan:** Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, the Parties hereby warrant and represent that they do not have, and their subcontractors do not have, and during the term hereof will not have, a scrutinized business operation in either Iran or Sudan.
14. **Termination:** Either party may terminate this Agreement for any reason, upon thirty (30) day notice. Termination will be without further obligation or penalty and will be effective thirty (30) days from receipt, unless specified otherwise.

- 15. Cancellation for Conflict of Interest:** 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 of 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.
- 16. 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 five (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.
- 17. 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.
- 18. 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.
- 19. 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 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.
- 20. Notices:** Any notice required or permitted to be given under this Agreement must be in writing and submitted as follows:

- a. Notices to AHCCCS will be addressed and mailed or sent via email as follows:

Melanie Norton, Acting Assistant Director  
AHCCCS, Division of Member Services  
801 E. Jefferson St., MD2600  
Phoenix, AZ 85034  
E-Mail: [Melanie.Norton@azahcccs.gov](mailto:Melanie.Norton@azahcccs.gov)

b. Notices to COUNTY will be addressed and mailed or sent via email as follows:

Ray Falkenberg  
Administrative Services Manager  
Cochise Health & Social Services  
1415 Melody Lane, Building A  
Bisbee, AZ 85603  
Phone (Desk): 520-432-9414  
Phone (Cell): 520-249-1651  
Fax: 520-432-9480  
E-Mail: [rfalkenberg@cochise.az.gov](mailto:rfalkenberg@cochise.az.gov)

**21. 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.

