

**MEMORANDUM OF UNDERSTANDING
BETWEEN
HEALTH CHOICE INTEGRATED CARE, LLC.
AND
GILA COUNTY JAIL**

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between the HEALTH CHOICE INTEGRATED CARE, LLC. hereinafter referred to as the RBHA and The GILA COUNTY JAIL, hereinafter referred to as THE COUNTY.

A. DEFINITIONS. For purposes of this Agreement, the terms listed below are defined as follows:

“RBHA” means the Regional Behavioral Health Authority under contract with AHCCCS to coordinate the delivery of behavioral health and acute care services for integrated members services in Gila County.

“Authorized Use” means the access given to the RBHA by Gila County to Booking Information that the RBHA would not be entitled to otherwise have, for the sole purpose of coordinating behavioral health services to identified HCIC clients who have been incarcerated in the Gila County Jail.

“The Department” means the Arizona Healthcare Cost Containment System (AHCCCS)

“Booking Information” means certain information provided by Gila County concerning individuals incarcerated in the Gila County Jail. This information is the same information provided to AHCCCS and may include an individual’s booking name, alias name(s), booking number, date of birth, gender, race, release date and whether the individual was released to another agency.

“Member” means a person enrolled with the RBHA according to The Department’s policies or eligible to receive behavioral health services paid for, in whole or in part, from funds available to the RBHA through its contract with The Department.

“Seriously Mentally III (SMI) Client” means a person eighteen (18) years or older who meets the Arizona Department of Health Services eligibility criteria for Serious Mental Illness.

“Serious mental Illness” means a mental disorder, as defined under A.R.S. § 36-501(22), that substantially interferes with a person’s emotional or behavioral functioning and limits his/her capacity to remain in the community without supportive treatment or services. The mental disability must be severe and persistent, resulting in a long term limitation of functional capacities for primary activities of daily life.

“Behavioral Health Homes” are the RBHA’s contracted providers that includes doctors, counselors, peer support specialists, housing and employment specialists, case managers and other care providers. The RBHAs and providers work as a team to create programs for adults with substance abuse and general mental health disorders and children with serious emotional disturbances who are eligible for Arizona’s Medicaid program, and for adults who live with serious mental illness.

B. PURPOSE:

The purpose of this MOU is to continue to establish procedures for effective communication, coordination and continuity of care for incarcerated members in the adult correctional system served by the RBHA. This Agreement will enable the RBHA to expedite the identification of the RBHA members incarcerated in the Gila County Jail and coordinate care for those clients.

C. OBLIGATIONS, CONSIDERATION, PROTECTED HEALTH INFORMATION:

As the sole consideration for this agreement, COUNTY shall provide a copy of its daily Booking Roster to the RBHA, and the RBHA shall provide to COUNTY such Coordination of Care between the jail and the RBHA's provider network as is consistent with the RBHA's best efforts and with Treatment, Payment and Health Care Operations as those terms are used and defined by 45 CFR 164.506. The parties expressly understand and agree that Booking Information is not Protected Health Information as defined at 45 CFR 160.103, and that substance abuse treatment information will not be shared except as is consistent with 42 CFR Part 2. Neither party under this agreement operates as a Business Associate of the other. 45 CFR 164.502(e), 164.504(e), 164.532(d) and (e). Pursuant to ARS 36-3410, the parties understand that the RBHA performs only managed care functions and cannot deliver behavioral health services directly to clients. The RBHA's provider network exercises independent clinical judgment and must also follow all rules and regulations of AHCCCS, applicable accreditation organization standards and all state and federal laws.

D. THE COUNTY SHALL:

1. Participate with the RBHA and the RBHA's contracted Behavioral Health Homes as partners on communication of timely data needed for coordination and continuity of care for adults within the justice system in conformance with HIPPA requirements that permit the sharing of written, verbal, and electronic information.
2. Utilize with internal Gila County legal approval the sharing of written, verbal, and electronic information at the time of booking into the Gila County jail and at the time of release.
3. Assure systems and processes are designed for discussion of services and resources needed for individuals to safely transition into the community upon release if those individuals are designated as Seriously Mentally Ill (SMI) or categorized as General Mental Health (GMH) and/or substance abuse.
4. For sentenced inmates with permanent releases, notify the RBHA of an inmate's release at least 30 days prior.
5. Collaborate with the RBHA's contracted Behavioral Health Homes to determine medication, treatment, or other resources which are immediately available, and BHHs in scheduling intake appointments, appropriate referrals, and placements.

D. The RBHA SHALL:

1. Participate with Gila County as partners on communications of timely data needed for coordination and continuity of care for adults with the justice system in conformance with HIPPA requirements that permit the sharing of written, verbal, and electronic information.

2. Utilize with internal HCIC legal approval the sharing of written, verbal, and electronic information at the time admission into a Gila County jail and at the time of release.
3. Assure systems and processes are designed for discussion of services and resources needed for individuals to safely transition into the community upon release if those individuals are designated as Seriously Mentally Ill (SMI) or categorized as General Mental Health (GMH) and/or substance abuse.
4. Require contracted Behavioral Health Homes to implement reach-in care coordination for incarcerated members in the adult correctional system with an anticipated release date from correctional facilities at a minimum within 30 days.
5. Require contracted Behavioral Health homes to collaborate with Gila County to determine medication, treatment, or other resources which are immediately available, and BHHs in scheduling intake appointments, appropriate referrals, and placements.

E. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. They will establish a partnership evidenced by collaborative meetings, joint projects and protocols, which serve to improve the likelihood of an incarcerated member's successful reentry into the community from Gila County jail, leading to reduced recidivism.
2. MODIFICATION. Modifications to this agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by authorized officials, prior to any changes being performed.
3. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts ARIZONA or COLLABORATOR from participating in similar activities with other public or private agencies, organizations, and individuals.
4. TERMINATION. The Agreement is effective as of the date signed, and shall remain in full force and effect until September 30, 2019. This Agreement may be terminated for any reason, by any party, by giving ninety (90) days advance written notification to the other party. Parties may terminate this Agreement as provided in A.R.S. § 38-511. Following termination of this agreement, the parties agree to use commercially reasonable efforts to destroy any confidential information received under it.
5. LIMITED USE. The RBHA acknowledges they will be given access to Booking Information for the purpose of Authorized use. The RBHA agrees that it will: (1) not use any Booking Information outside the scope of Authorized Use; and (2) treat all Booking Information as confidential as required by state and federal laws at all times.
6. RESRICTION ON REDISCLOSURE. The RBHA will instruct their staff concerning the confidential nature of Booking Information and the applicable prohibition against its disclosure.
7. COMPLIANCE. The parties warrant they are in compliance with the provisions in A.R.S. § 41-4401 (e-verify).
8. INDEMNIFICATION. Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnity and/or a right to contribution to any party to this agreement, then the right to pursue one or both of these remedies is preserved.

9. ACKNOWLEDGEMENT. By signing below, the parties each acknowledge their role and responsibilities pursuant to this Agreement.

10. ASSIGNMENT and RELEASE: This agreement is not assignable except as provided herein, or as the parties may agree. Consent to assignment shall not be unreasonably withheld.

THE INDIVIDUALS SET FORTH BELOW have the authority to bind their respective parties and execute this Agreement by affixing their signatures to the Agreement.

Gila County:

Signature _____

Printed Name

Title:

HCIC:

Signature _____

Printed Name: Shawn Nau

Title: CEO