

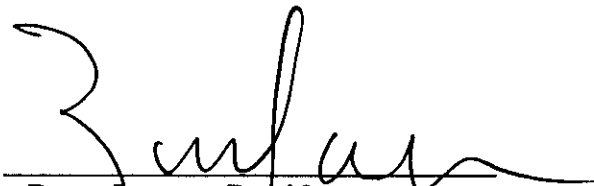
**ORDER: ADOPT PARTICIPATION AGREEMENT FOR MISSISSIPPI ASSOCIATION
OF SUPERVISORS INMATE MEDICAL COST CONTAINMENT PROGRAM**

Motion was made by Greg Bynum, duly seconded by John Morgan, to adopt Participation Agreement for Mississippi Association of Supervisors Inmate Medical Cost Containment Program.

The vote on the motion was as follows:

Supervisor Brent Larson, voted yes
Supervisor John Morgan, voted yes
Supervisor Tim Gordon, voted yes
Supervisor Scott Allen, voted yes
Supervisor Greg Bynum, voted yes

After the vote, President Larson, declared the motion carried, this the 5th day of August, 2024.



**Brent Larson, President
Board of Supervisors**



Mike Roberts, Chancery Clerk

**PARTICIPATION AGREEMENT FOR MISSISSIPPI ASSOCIATION OF SUPERVISORS
INMATE MEDICAL COST CONTAINMENT PROGRAM**

This Participation Agreement ("Agreement") is made and entered into by and between Lafayette County, Mississippi (the "County"), by and through its Board of Supervisors (the "Board"), the governing body of the County, and the Mississippi Association of Supervisors, Inc. ("MAS").

FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the County agrees to participate in the MAS Inmate Medical Cost Containment Program (the "Program") and MAS agrees to provide, in part through separate contract with Association Program Administrators ("APA"), certain administrative services under the terms and conditions hereby agreed upon as follows:

I. PURPOSE

The purpose of this Agreement is to enroll the County as a participant in the Program and to establish the administrative responsibilities of each party. The County believes that participating in the Program will serve to reduce medical costs related to its inmates in accordance with the limitation placed on such costs by the 2010 amendments to Mississippi Code Annotated Section 47-5-901.

II. TERM OF AGREEMENT

- a. The County agrees to participate in the Program for a term commencing on the date this Agreement is executed and continuing for a period of one (1) year, unless sooner terminated in accordance with Section VI of this Agreement (the "Program Year").
- b. This Agreement shall automatically renew for successive one (1) year terms, subject to the provisions of Section VI.b., unless written notice of nonrenewal is given at least ninety (90) days prior to the beginning of the applicable renewal period by either party (each, a "Renewal Year"). The automatic renewal provision is a continuing one and will apply at the expiration of the original term and the expiration of each subsequent Renewal Year.
- c. In the event this Agreement extends beyond the term of the existing term of the majority of the membership of the Board, it will be deemed to automatically renew and be binding upon the successor Board unless, by majority vote, the incoming Board terminates the same.
- d. Should County submit no Medical Claims or Rx Claims (as defined in Sections III.e and III.f below) to APA for any length of time exceeding 90 consecutive days during the Program Year or any Renewal Year, the County will be considered Inactive in the Program, and MAS will be relieved from its responsibilities under Section III hereof during such period the County is Inactive. The County will return

to active status automatically upon submittal of any Medical Claims or Rx Claims to APA.

- e. Upon termination of this Agreement, whether by expiration, failure to renew or in accordance with Section VI's provisions, all pending inmate medical claims incurred prior to and including the date of termination submitted to APA shall be returned to the County.

III. PARTIES' RESPONSIBILITIES

MAS, in part through its contractor, APA, agrees to render services for the County on the terms and conditions set forth in this Agreement, and agrees to devote all necessary time and attention to the performance of the duties specified herein. MAS' duties shall be generally to provide, through its contractor, APA, medical claims administrative management services for all inmates housed in the County's jails and detention facilities for whom the County bears financial responsibility, as well as any other inmates for whom the County is responsible even if housed elsewhere. Medical claims are those claims for services rendered by hospitals, minor medical centers, doctors, physicians, registered nurses, dentists and other medical care and healthcare providers, including pharmacies.

In accordance with this general responsibility, MAS agrees to provide, in part through its contractor, APA, the following services:

- a. Determine whether the medical treatment for which charges are made has been administered;
- b. Verify that the medical treatment administered to county inmates is a valid MS Medicaid billable claim;
- c. Coordinate benefits to intercept Medicare eligibility and/or other applicable private insurance;
- d. Re-price billed inmate medical charges ("Medical Claims") submitted to APA to reflect appropriate Medicaid rates or negotiated discount prices;
- e. Re-price prescription drug claims ("Rx Claims") submitted to APA to reflect negotiated discount prices;
- f. Provide for payment of Medical Claims and Rx Claims to hospitals, pharmacies, physicians and other medical care providers for treatment of County inmates. Neither MAS nor APA shall be responsible for paying Medical Claims prior to receipt of payment for such claim from the County;
- g. Provide to the County explanations of payment for its records that itemize the charges as originally billed, as re-priced and as paid on its behalf;

- h. Provide monthly claims reports to the County;
- i. Provide County with inmate provider claim cards for use by Sheriff's Department personnel;
- j. Process all offsite county and state inmate medical claims during contract term;
- k. Comply with all county policies, standards and regulations;
- l. Permit the County, upon reasonable notice, to make a full and fair review of each invoice and audit thereof; and
- m. Abide by and meet all laws and regulations pertaining to confidentiality, privacy and security as are applicable to medical records and medical billing including, but not limited to the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009. In order to assure compliance with 45 C.F.R. Parts 160 and 164 on patient privacy and confidentiality, APA shall enter into the HIPAA Compliance and Business Associate Addendum with the County, a copy of which is attached hereto and incorporate herein by reference.

The County shall:

- a. Ensure that all appropriate county personnel receive the inmate provider claim cards issued by APA;
- b. Direct all appropriate county personnel to present the inmate provider claim cards on each occasion when any inmate is being treated by any medical provider or when filling prescriptions;
- c. Reimburse or otherwise pay to APA all Rx Claims paid and Medical Claims to be paid by APA for the benefit of the County within forty-five (45) days after the receipt of the monthly claims report identifying such Medical Claims and Rx Claims;
- d. Never pay a medical bill received directly from a medical provider that has provided care to an inmate for whom the county is financially responsible;
- e. Contact MAS' contractor, APA, any time a medical provider which has provided medical care to an inmate makes contact with the County concerning any fee or charge for such care; and
- f. Retain sole authority and discretion to determine which providers shall render medical services to the inmates, and the circumstances under which the inmates shall receive such care from the providers.

- g. Provide APA with a daily roster file in CSV format when available, allowing APA to provide verification of inmate eligibility via the monthly invoice.

IV. CONFIDENTIALITY

- a. MAS and APA acknowledge and agree that all business records, accounting records and other County data and information related to its business (“Confidential Information”) are valuable assets of the County and that the nature of this Agreement will require the transmission of records that may be considered confidential. Except for disclosures required to be made to advance the business of the County and information which is a matter of public record, MAS and/or APA shall not, during the term of this Agreement or after its termination, disclose any Confidential Information for the benefit of MAS and/or APA or any other person except with the prior written consent of the County.
- b. MAS and APA acknowledge and agree that all originals and copies of documents, reports, records, lists, memoranda and other documentation related to the business of the County or containing any Confidential Information shall be the sole end exclusive property of the County and shall be returned to the County upon termination of this Agreement or upon the written request of the County.
- c. MAS and APA agree that the termination of this Agreement shall not release them from the obligations set forth under Section IV.a and IV.b above.

V. COMPENSATION

- a. In consideration of services rendered by MAS and its contractor, APA, to the County in processing Medical Claims as described in Section III.d above, the County agrees to pay directly to APA ten percent (10%) of its medical claims savings resulting from the work of MAS and APA. “Medical Claims Savings” shall mean the difference between the gross amount originally sought by the medical provider and the provider’s final adjusted bill after application of APA’s adjustments resulting from its bill management services.
- b. In consideration of services rendered by MAS and its contractor, APA, to the County in processing Rx Claims as described in Section III.e above, the County agrees to pay directly to APA fifteen percent (15%) of its Rx claims savings resulting from the work of MAS and APA. “Rx Claims Savings” shall mean the difference between the gross amount originally sought by the pharmacy and the pharmacy’s final adjusted bill after application of APA’s adjustments resulting from its bill management services.
- c. APA shall submit to the County on a monthly basis a statement showing the Medical Claims Savings, the Rx Claims Savings and the calculated fee for services.

The County shall remit payment to APA within forty-five (45) days after the receipt of the claims savings statement.

- d. Compensation paid to APA pursuant to this Agreement shall not be subject to withholding of income taxes and other employment taxes. APA shall be solely responsible for reporting and paying any such taxes. The County shall not be responsible for providing to APA any county benefits of employment.

VI. TERMINATION

This Agreement may be terminated by either party at will upon providing the other party sixty (60) days' written notice of same. This Agreement also may be terminated at any time upon the mutual written consent of the County and MAS.

VII. INDEPENDENT CONTRACTOR STATUS

MAS agrees that neither it nor any of its contractors are agents, partners, joint venturers or employees of the County. MAS represents that neither it nor its contractors have any authority to bind or otherwise obligate the County in any manner, nor shall they represent to any party that they have a right to do so. MAS and its contractors are independent contractors, and MAS further agrees that in the event that the County suffers any loss or damage as a result of a violation of this provision, then MAS shall indemnify and hold harmless the County from any such loss or damage.

Neither MAS nor APA shall have any duty or obligation to defend against any legal action or proceeding brought against the County to recover a claim for payment of medical services provided, but each shall make available to the County and its counsel, such evidence relevant to such action or proceeding as they have as a result of the administration of the claims administration services provided.

VIII. MISCELLANEOUS PROVISIONS

- a. In the event of a default under this Agreement, the defaulting party shall reimburse the non-defaulting party for all costs and expenses reasonably incurred by the non-defaulting party in connection with the default, including without limitation, attorney's fees.
- b. This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.
- c. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations and understandings of the parties. No supplements, modifications or amendments of this Agreement shall be binding without the written agreement of both parties.

- d. This Agreement is for the benefit of the County, MAS and APA and not for any other person and shall not create any legal relationship between any employee, beneficiary or any other party claiming any right, whether legal or equitable, under the terms of this Agreement.
- e. MAS shall not assign any right, interest or obligation hereunder without the express written consent of the County.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date written below:

Lafayette COUNTY, MISSISSIPPI

By: [Signature]
President, Board of Supervisors

Date: 8/5/2024

MISSISSIPPI ASSOCIATION OF SUPERVISORS, INC.

By: _____
Derrick Surrette, Executive Director

Date: _____