

**DATA SHARING AGREEMENT BETWEEN
ARIZONA COMPLETE HEALTH AND COCHISE COUNTY SHERIFF'S OFFICE**

This Data Sharing Agreement is made between the Cochise County Sheriff's Office ("CCSO") and Arizona Complete Health (Collectively identified as "Parties").

RECITALS

WHEREAS, Arizona Complete Health holds the Greater Arizona Regional Behavioral Health Authority ("RBHA") contract for [Region] Arizona, as awarded by Arizona Health Care Cost Containment System ("AHCCCS"), effective October 1, 2023 (the "ACC-RBHA Contract") (Contract No. YH19-0001R) and is responsible thereunder for, among other things, administering the provision of behavioral and physical health services to Arizona Complete Health members in Cochise County; and

WHEREAS, CCSO jail medical personnel provide health services for adults in the custody of the Cochise County Sheriff's Office, and

WHEREAS, this Data Sharing Agreement is intended to comply in part with requirements of the ACC-RBHA and Arizona Complete Health contracts; and

WHEREAS, the Parties wish to jointly establish systems of timely data exchange through which the parties will use written, verbal, and electronic transmission to effectively communicate the information necessary for coordination and continuity of care at the time a detainee is booked into the adult detention facility and at the time a detainee is released from the facility; and,

WHEREAS, the Parties agree that the exchange of written, verbal, and electronic data will comply with all federal and state laws, including without limitation, the Health Information Portability and Accountability Act of 1996 and its implementing regulations on privacy and security found at 45 C.F.R. Parts 160 and 164, as the same may be amended from time to time ("HIPAA").

NOW, THEREFOR, the Parties agree as follows:

1. Purpose and Scope

The Parties agree to use and allow access to data solely for the purpose to coordinate continuity of care for Arizona Complete Health members who enter the Cochise County Adult Detention Facility and who subsequently receive their health services from the CCSO jail medical staff in detention until such time as they are released from the custody of the Cochise County Sheriff's Office to the community.

2. Data Sharing Procedure.

a. The Parties shall each identify persons designated as authorized users who will have the authority of such Party to access, use, or disclose information for purposes of this Data Sharing Agreement.

i. Cochise County Adult Detention Facility will provide Arizona Complete Health with the following information for individuals booked and released from CCSO Adult Detention Facility when available:

1. Individual's name (FN, MI, LN)
2. DOB
3. Booking and Release Date
4. Scheduled Release Date (if available)

ii. Arizona Complete Health will provide CCSO authorized medical staff, when available, the following information:

1. Individual's Name (FN, MI, LN)
2. DOB
3. Court Ordered Treatment (T36 COT) status
4. Name of Behavioral Health provider(s)
5. Name of AHCCCS Complete Care Contractor (AzCH)
6. SMI determination
7. Probation Status (if available)

3. Privacy and Data Security.

Parties agree:

a. To abide by the confidentiality and security provisions of HIPAA Privacy and Security Rule, the HITECH Act, and applicable Arizona laws and regulations (including but not limited to A.R.S. § 36-509 and A.R.S. § 12-2291 through § 12-2297, Arizona Administrative Code Sections R9-1-301 through R9-1-303). CCSO further agrees that access to protected health information will be restricted to CCSO authorized individuals who are directly involved with the coordination of healthcare services for detained individuals or individuals in custody.

b. To be responsible for maintaining the physical security and confidentiality of any protected health information ("PHI") received from the other

Party; security measures shall be as stringent as those required by the HIPAA Security Rule.

c. To establish and implement appropriate policies and procedures to prevent unauthorized access, use, and disclosure of PHI.

d. To instruct and train its staff concerning the confidential nature of information provided by the other party and the prohibition against its re-disclosure.

e. Not to make further disclosures of any PHI without the specific written consent of the member to whom it pertains or except as otherwise permitted by federal or state laws and regulations.

f. To provide for identification and authentication of its authorized users and to ensure that people who do not need the PHI do not have access to it.

g. To guard against unauthorized access to protected PHI and provide for security.

h. To monitor and audit access to PHI no less than annually, and take reasonable steps to pursue, address and mitigate any breach(es) or other privacy and security issues detected by such monitoring and auditing.

i. To notify the other Party and affected members as soon as reasonably possible of any significant breach. A significant breach shall mean a successful unauthorized access, use, disclosure, modification, interference, or destruction of PHI of which the Party has knowledge or should have knowledge.

4. Data Destruction

a. CCSO agrees that when the intended use of the PHI has been completed, it shall dispose of the information through the use of any or a combination of the following destruction methods: (a) remove (e.g., scrub) from the hard drive or any other storage media all electronic files that contain the protected health information; or (b) purge, shred, or burn any hard copy of the PHI such that the resulting residue prevents any recovery of the data file content.

5. Term

This Agreement shall be effective on the last date signed by a Party and, unless terminated pursuant to Section 7 below, will remain in effect so long as Arizona Complete Health is contracted with the State of Arizona as the RBHA or an AHCCCS Complete Care Health Plan for Southern Arizona.

6. Amendments

The parties to this Data Sharing Agreement may amend, modify, or supplement this Agreement in writing at any time by mutual consent. All other unaffected provisions set forth in the Agreement shall remain in effect.

7. Termination

Notwithstanding Section 5 above, either Party may terminate this Data Sharing Agreement at any time with thirty (30) days' notice in writing, to the other Party. Such notice shall be given by personal delivery or by registered or certified mail at the other Party's official mailing address.

8. Each Party (the "Indemnitor") shall indemnify and hold harmless the other Party (the "Indemnitee") against, and reimburse such Indemnitee for, any expense, loss, damages, fees, costs, claims, or liabilities of any kind arising out of or related to any civil claims, demands, causes of action, lawsuits, or governmental enforcement actions ("Actions") asserted or threatened by a third party arising out of or related to the Indemnitor's acts or omissions associated with its obligations under this Data Sharing Agreement or its use or disclosure of PHI. Such indemnification shall include, but not be limited to, the payment of all reasonable attorney's fees associated with any such Actions.

9. Miscellaneous Provisions

a. Incorporation of Documents. Any Exhibits are hereby incorporated by reference as if fully set forth herein.

b. Incorporation of Recitals and Attachments. The recitals set forth at the beginning of this Data Sharing Agreement and any attachments hereto are hereby incorporated by reference as if fully set forth.

c. There are no financial responsibilities assigned by the Data Sharing Agreement. The Agreement is simply intended to allow Parties to work together to better address the needs of the community. Neither Party shall seek nor require compensation from the other for the costs of collaboration under this Data Sharing Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Data Sharing Agreement on the date and year specified below.

Arizona Complete Health

Cochise County

By: _____

By: _____

Printed Name: Johnnie Gasper

Printed Name:

Title: Director, Justice & Crisis Systems

Title:

Date: _____

Date: _____

By *Denise Riden* _____

Denise Riden

Deputy County Attorney

Date: 31/07/25

8727_DSA_-_CCSO_and_AzCH (2)

Final Audit Report

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