

**Memorandum of Agreement Between  
The Missouri Department of Social Services, Family Support Division  
And  
Qualified Entity**

**1. Purpose**

- 1.1 The Missouri Department of Social Services, Family Support Division (Department) and the Qualified Entity (QE) enter into this agreement to allow the Qualified Entity to furnish and accept MO HealthNet applications on behalf of the Department. The Qualified Entity is also authorized to determine and authorize presumptive MO HealthNet coverage for an individual who meets the eligibility requirements for any of the following programs on behalf of the Department: Temporary MO HealthNet During Pregnancy (TEMP), Presumptive Eligibility for Children (PC), Show-Me Healthy Babies Presumptive Eligibility (SMHB-PE), Presumptive Eligibility for Parents/Caretaker Relatives (MHF-PE), Former Foster Care Youth Presumptive Eligibility (FFY-PE), or Presumptive Eligibility for Adult Expansion Group (AEG-PE).
- 1.2 This agreement supersedes any other agreement between the parties for the same service listed above. The department may amend the agreement if there is a change in state or federal law or regulation.
- 1.3 Qualified Entities must meet the definition of “qualified entity” under applicable state law, and under 42 U.S.C. § 1396-r1a(b)(3) to conduct presumptive eligibility determinations for children. The qualified entity must meet the definition of “qualified entity” under 42 U.S.C. § 1396r-1(b)(2) to conduct presumptive eligibility determinations for TEMP and SMHB-PE. The qualified entity must meet the definition of “qualified provider” under 42 CFR 435.1101 to conduct presumptive eligibility determinations for parents/caretaker relatives, former foster care youth, and the adult expansion group.

**2. Term of Agreement/Modifications**

- 2.1 This agreement shall be effective upon execution by both parties and shall continue in full force until terminated by either party.
- 2.2 Any changes to this agreement must be by formal amendment reviewed, approved and signed by the parties. No other documents, including correspondence, acts and oral communications by or from any person, shall be construed as an amendment to the agreement.
- 2.3 Either party may terminate this agreement after providing a minimum of thirty (30) days written notice to the other party.

**3. Responsibilities of the Qualified Entity**

- 3.1 The Qualified Entity must select from the list below which MO HealthNet application and presumptive eligibility determination the Qualified Entity agrees to conduct. Qualified Entities who opt to conduct presumptive eligibility determinations for TEMP must also agree to conduct presumptive eligibility determinations for SMHB-PE, and vice versa.

**Check all that apply**

- Presumptive Eligibility for Children (PC).
- Temporary MO HealthNet During Pregnancy (TEMP) and Show-Me Healthy Babies Presumptive Eligibility (SMHB-PE).
- Presumptive Eligibility for Parents/Caretaker Relatives (MHF-PE). **If you select this group, you must also select TEMP and SMHB-PE.**
- Presumptive Eligibility for Former Foster Care Youth (FFY-PE). **If you select this group, you must also select TEMP and SMHB-PE, and PE for Parents/Caretaker Relatives.**
- Presumptive Eligibility for Adult Expansion Group (AEG-PE). **If you select this group, you must also select TEMP and SMHB-PE, PE for Parents/Caretaker Relatives, and PE for Former Foster Care Youth.**

### 3.2 MO HealthNet Applications

- 3.2.1 The Qualified Entity will provide an application for Presumptive Eligibility (PE-1SSL) and access to the application for Health Coverage and Help Paying Costs (IM-1SSL) either by telephone or the on-line site to individuals/families seeking emergency or necessary medical care. The Qualified Entity will assist individuals/families with completing these as necessary. Upon completion of the PE-1SSL, the QE will make a determination. The Application for Health Coverage and Help Paying Costs should be completed on-line or by telephone. The QE must use the Provider Portal to submit required PE forms.
- a. The Qualified Entity will date stamp paper applications for the same day received.
- 3.2.2 The Qualified Entity will post a state informational poster in its facility reception area or in some other appropriate area utilized by the public.
- 3.2.3 The Qualified Entity agrees the only information provided by the Department to the Qualified Entity regarding applicants or recipients of the program shall be the Departmental Client Numbers (DCN), dates of MO HealthNet coverage, the correct spelling of names, the correct type of assistance and level of care. All other requests for information from the Qualified Entity to the Department must be accompanied by an authorization for release of information, compliant with section 5 of this agreement, and signed by the applicant or recipient.
- 3.2.4 The Qualified Entity shall provide all applications to the Department for final processing within five (5) business days of the applicant's or participant's signature for emergency or necessary medical care.

### 3.3 Presumptive Eligibility Determination

- 3.3.1 The Qualified Entity will determine and authorize presumptive MO HealthNet coverage for individuals who meet Presumptive Eligibility (PE) criteria under state and federal law and regulations for the program(s) that the Qualified Entity selects pursuant to this agreement.
- 3.3.2 The Qualified Entity agrees to:
- a. complete the training program required by the Department and ensure that new employees are trained;
  - b. determine Presumptive Eligibility (PE) based on the information provided on the PE-1SSL in accordance with federal and state law and regulations, and the instructions provided in the Presumptive Eligibility Manual;
  - c. confirm through the Department that all prospective PE individuals:
    - 1) are not currently receiving MO HealthNet benefits,
    - 2) have not previously received PE in the past twelve (12) months, or
    - 3) if pregnant, have not received PE during the current pregnancy.
  - d. submit through the provider portal all determinations (PE-2 Worksheet) and approval forms (PE-3 or PE-3PW) to the Department for final processing within five (5) business days of the PE determination;
  - e. provide, at the time a PE eligibility determination is made, the applicable denial/approval form (PE-2/PE-3/PE-3 PW) to the individual/parent/guardian. The Qualified Entity shall indicate the reason for the denial or approval on the form. The electronic versions of the determination forms are sent to QE staff after they complete training; and
  - f. maintain and make available all MO HealthNet applications, determinations and supporting documentation for five (5) years, unless litigation or an audit by the Department. If there is litigation or an audit, these records shall be retained until the litigation or audit is resolved.
    - 1) The Qualified Entity must maintain all Presumptive Eligibility documentation prepared by the Qualified Entity. As a direct requirement specified in the agreement, all documentation shall become the property of the Department.

- 2) After five (5) years, the Qualified Entity shall not destroy or dispose of any such documentation without the prior, written permission of the Department.

### 3.4 Performance Standards

#### 3.4.1 The Qualified Entity agrees to:

- a. conduct PE determinations in accordance with state and federal laws and regulations;
- b. cooperate with Department staff conducting compliance with quality assurance and onsite monitoring;
- c. obtain, and provide to the Department, a regular MO HealthNet application for the corresponding presumptive eligibility program before the end of the presumptive eligibility period for ninety percent (90%) of the participants determined to be presumptively eligible by the Qualified Entity. This standard shall be effective twelve (12) months from the date of this agreement;
  - 1) Ninety-five percent (95%) or more of the applications received by the Department must be eligible for MO HealthNet. This standard shall be effective twelve (12) months from the date of this agreement. This does not include applications that are denied for failure to cooperate, or for eligibility factors that are unrelated to the PE determination.
- d. comply with Section 3.3.2 of this agreement with respect to:
  - 1) ninety percent (90%) or more of its PE determinations under Section 3.3.2.d.1; and
  - 2) ninety-eight percent (98%) or more of its PE determinations under Section 3.3.2.d.2-3. This standard shall be effective twelve (12) months from the date of this agreement;
- e. accurately determine PE eligibility for ninety percent (90%) of its cases; and
- f. If the Department has concerns with the Qualified Entity's performance as it relates to provision of requirements in the agreement, the Department may issue a "letter of concern" to the Qualified Entity.
  - 1) The Department's letter of concern" will:
    - Inform the Qualified Entity of the reason for the Department's concern;
    - Inform the Qualified Entity of the Department's desired resolution/correction action to be taken by Qualified Entity;
    - Require the Qualified Entity to resolve the situation to the Department's satisfaction; and
    - Require the contractor to provide a corrective action plan for preventing the situation/incident from recurring.
  - 2) The Qualified Entity shall submit a corrective action plan to the Department within five (5) working days of receipt of the "letter of concern." The Qualified Entity's correction action plan must include:
    - The action(s) the Qualified Entity proposes to take to remedy deficiencies;
    - The time frame for achieving such;
    - The person responsible for the necessary action(s);
    - The improvement that is expected; and
    - A description of how the qualified entity will measure progress.
  - 3) The Department shall review the proposed corrective action plan and approve or deny the plan within ten (10) calendar days. If the Department informs the Qualified Entity that the Department does not approve the corrective action plan, the Qualified Entity shall submit a revised corrective action plan to the Department with five (5) working days.
  - 4) The Qualified Entity shall implement corrective action within ten (10) working days of state agency approval of the plan.
  - 5) The Department will monitor the Qualified Entity's performance on the corrective action plan at least every three (3) months until the Department determines that the qualified entity has successfully completed the corrective action plan.

- 6) Per 13 CSR 40-7.050, if the Qualified Entity fails to comply with a corrective action plan, or fails to meet the plan's performance standards, the Department may, upon thirty (30) days' written notice, disqualify the Qualified Entity from the PE program, for a minimum period of three (3) years.
  - The Qualified Entity will have ten (10) calendar days after receipt of a notice of disqualification to submit a written request to the Department Director reconsidering the decision to disqualify. Any such request for reconsideration shall include a detailed explanation of the reasons why the Qualified Entity should not be disqualified, and shall contain any documentation that the Qualified Entity wants the Director to consider. It is entirely within the discretion of the Director whether to reconsider the disqualification decision.
- g. The Department reserves the right to request that a new MOA be signed when changes in the operation of Medicaid occurs that may affect how PE and Qualified Entities are expected to perform.

#### **4. Responsibilities of the Department**

- 4.1 The Department will provide all necessary forms for PE and MO HealthNet enrollment and informational poster(s) to be displayed in the Qualified Entity's facility.
- 4.2 The Department will provide initial training, the Presumptive Eligibility Manual, and all necessary information to assist the Qualified Entity in determining/establishing PE.
- 4.3 The Department will provide Departmental Client Numbers (DCNs) for applicants or recipients of the program and children determined to be PE.
- 4.4 The Department agrees to:
  - a. process MO HealthNet applications in a timely manner; and
  - b. maintain records of all MO HealthNet applications and determinations received from the Qualified Entity.

#### **5. Confidentiality**

- 5.1 All discussions with the Qualified Entity and all information gained by the Qualified Entity as a result of the Qualified Entity's performance under the agreement shall be confidential, to the extent required by law.
- 5.2 The Qualified Entity shall release no reports, documentation or material prepared pursuant to the agreement to the public without the prior written consent of the Department, unless such disclosure is required by law.
- 5.3 If required by the Department, the Qualified Entity and any required Qualified Entity personnel shall sign specific documents regarding confidentiality, security, or other similar documents.
- 5.4 The Qualified Entity shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of any information confidential by law that it creates, receives, maintains, or transmits on behalf of the Department other than as provided for by the contract. Such safeguards shall include, but not be limited to:
  - a. Encryption of any portable device used to access or maintain confidential information or use of equivalent safeguard;
  - b. Encryption of any transmission of electronic communication containing confidential information or use of equivalent safeguard;
  - c. Workforce training on the appropriate uses and disclosures of confidential information pursuant to the terms of the contract;
  - d. Policies and procedures implemented by the Qualified Entity to prevent inappropriate uses and disclosures of confidential information by its workforce and subcontractors, if applicable; and
  - e. Any other safeguards necessary to prevent the inappropriate use or disclosure of confidential information.

5.5 Substance Abuse Records- 42 U.S.C. §§290dd-2 and 42 C.F.R. Part 2.1 governs the confidentiality of substance abuse records and provides for specific mechanisms to obtain such records and the information therein. Any records and information that may be maintained by the Department or the Qualified Entity concerning confidential drug or alcohol treatment or for any medical, psychological, or psychiatric treatment would only be released by the consent of the recipient of the treatment. Those releases do not permit the Department/Qualified Entity to further release that information without the consent of the patient unless authorized by court order entered pursuant to procedures set out at 42 C.F.R. §2.61 et seq.

5.6 HIPAA: The parties to this agreement are subject to, and must comply with, applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein.

a. The parties are both "Covered Entities" as defined in the Code of Federal Regulations (CFR) at 45 CFR 160.103; therefore, the parties may disclose, share and use protected health information (PHI) for the purposes permitted or required by law.

**6. Qualified Entity Information: *The Qualified Entity shall provide the following information:***

Contact Person Name (Printed): \_\_\_\_\_

Contact Person Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Facility Name: \_\_\_\_\_

Facility Street Address: \_\_\_\_\_

Facility City, State, Zip Code \_\_\_\_\_

Facility Phone Number: \_\_\_\_\_

National Provider Number (NPI) or MO HealthNet Provider Number \_\_\_\_\_

a. The Qualified Entity shall notify the Department within ten (10) days of any changes to the information provided in section 6 above.

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***In witness thereof, the parties below hereby execute this agreement.***

\_\_\_\_\_  
Authorized Signature for Family Support Division

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature for the Qualified Entity

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature for the Department of Social Services

\_\_\_\_\_  
Date