



## Memorandum of Understanding with a Presumptive Provider for Presumptive Medicaid Eligibility Determinations

### Presumptive Medicaid Eligibility Provider General Terms

#### Goal of Presumptive Programs:

The goal of each presumptive program offered by Iowa Medicaid is to provide potentially eligible applicants with an easily accessible method of establishing Medicaid eligibility in order to:

- Allow the applicant to receive early and adequate pregnancy determinations and other ambulatory prenatal medical care;
- Improve early and adequate treatment for breast and cervical cancer to participants of the Iowa Care for Yourself Breast and Cervical Cancer Early Detection Program (BCCEDP);
- Provide children an opportunity to access Medicaid-covered services, including those under the EPSDT program; and
- Provide Medicaid during a presumptive eligibility period to other allowable categories of individuals who are determined eligible by a qualified hospital or other qualified entity.

To the extent that the Presumptive Provider is a current Iowa Medicaid provider, this Agreement is supplementary to the usual provider agreement entered into for participation in the Iowa Medical Assistance Program and all provisions of that agreement shall remain in full force and effect, except to the extent superseded by the specific terms of this Presumptive Provider agreement. This Agreement supersedes and replaces any former agreements the parties may have entered into addressing the Presumptive Provider providing presumptive eligibility services.

#### Definition:

For purposes of these General Terms, the term “Presumptive Provider,” as defined at 441 Iowa Admin. Code §76.1, means:

- A provider who has been designated a “qualified Medicaid provider” pursuant to 42 USC §1396r-1(b)(2) related to presumptive eligibility for pregnant women under 42 CFR §435.116;
- A provider who has been designated a “qualified Medicaid provider” pursuant to 42 USC §1396r-1(b)(2) related to presumptive eligibility under the Breast and Cervical Cancer Treatment (BCCT) program;
- A provider who has been designated a “qualified entity” pursuant to the definition of Qualified Entity at Paragraphs (1) through (10) of 42 CFR §435.1101 related to presumptive eligibility for children under 19 under 42 CFR §435.118;
- A provider who has been designated a “qualified hospital” pursuant to 42 CFR §435.1110(b) related to presumptive eligibility determinations made by hospitals; and
- A provider who has been designated a “qualified Medicaid provider” pursuant to 42 CFR §435.1103(b) related to presumptive eligibility for the following categories of other individuals: parents and caretakers under 42 CFR §435.110, individuals 19 through 64 under 42 CFR §435.119, and former foster care children under 42 CFR §435.150.

Presumptive Providers are prohibited from performing presumptive eligibility determinations for Department programs for which they have not been designated by the Department as a Presumptive Provider for that program.

The term “Presumptive Provider” applies equally to Presumptive Provider organizations and to individual providers within those organizations to whom the organizations have delegated presumptive eligibility determination authority. Pursuant to 42 CFR 435.1102(b)(2)(vi), only employees of the qualified entity may be given the authority to make presumptive eligibility determinations. A qualified entity may not delegate the authority to determine presumptive eligibility to another entity, subcontractor, or agent.

**The Presumptive Provider will:**

1. Participate in all trainings required by the Department.
2. Become certified to make presumptive eligibility determinations as required by the Department.
3. Notify the Department when an organization’s Presumptive Provider who has access to the presumptive system should have that access terminated.
4. Assist the applicant in understanding the presumptive eligibility program by answering any questions or, if unable to answer, directing the applicant to the appropriate source for the answer, such as the Department.
5. **For BCCT presumptive program only:** Identify individuals as candidates for screening services as provided in its cooperative agreement with the Centers for Disease Control and Prevention’s Breast and Cervical Cancer Early Detection Program (BCCEDP), established under Title XV of the Public Health Service Act. Assist individuals screened and diagnosed with a pre-cancerous or cancerous breast or cervical condition under the BCCEDP program in establishing Medicaid eligibility.
6. Encourage individuals who may potentially be eligible to apply for presumptive Medicaid. Assist in the completion of the presumptive Medicaid application as needed.
7. Explain to the applicant that the information provided on *Application for Health Coverage and Help Paying Costs*, form 470-5170 or 470-5170(S), and *Addendum to Application for Presumptive Eligibility*, form 470-5192 or 470-5192(S), is automatically forwarded to the Department electronically for an ongoing Medicaid eligibility determination unless the applicant chooses to opt out of applying for ongoing Medicaid. The provider will reflect the individual’s choice when using the Department’s web-based eligibility determination system.
8. Establish presumptive Medicaid eligibility consistent with all applicable Department rules using forms furnished by the Department in a paper or electronic format.
9. Use the Department’s web-based system to make the presumptive Medicaid eligibility determination, based on the information provided by the applicant.
10. Explain to the applicant that presumptive Medicaid eligibility may begin no earlier than the date a presumptive Medicaid eligibility determination is made in the Department’s web-based system.
11. Explain to the applicant that, if eligible, presumptive Medicaid coverage is granted on a daily basis and may end at any time without notice. The latest date the applicant may have presumptive Medicaid coverage is shown on the applicant’s *Presumptive Medicaid Eligibility Notice of Action*, but presumptive Medicaid coverage will end earlier if an ongoing Medicaid application is processed by the Department before the date shown on the Notice.
12. If a paper application was filed, submit the application in the Department’s web-based presumptive eligibility determination system within three working days of the date the paper application is received.

13. If a paper application was not filed, print and have the applicant sign and date the electronic application summary before submitting the completed application in the Department's web-based system. Keep the original signed and dated electronic application summary in the provider's eligibility file. Give a copy to the applicant.
14. Notify the applicant of the decision on the application by printing the Presumptive Medicaid Eligibility Notice of Action (form 470-2580 or 470-2580(S), 470-5190 or 470-5190(S), or 470-5191 or 470-5191(S)), from the Department's web-based system and giving or mailing it to the applicant as soon as possible but no later than two working days after the date of determination. Keep a copy of this notice in the provider's eligibility file.
15. Obtain from the Department and provide to the presumptively eligible applicant a client identification number.
16. Participate in communications with the Department necessary to promote mutual understanding, expeditious eligibility determinations, and proper billing.
17. Use any information provided by the Department under this Agreement solely for the purpose of determining eligibility of persons applying for presumptive Medicaid under the authority granted to it by the laws of the state of Iowa.
18. Keep complete records for a period of five years on all applications and make them available upon a state or federal review and audit.

**The Department will:**

- Provide direction to the Presumptive Provider regarding the processing of the presumptive Medicaid eligibility.
- Provide supplies necessary for the Presumptive Provider to perform their responsibilities, i.e., applications, notices, and other materials.
- Honor the presumptive Medicaid eligibility determinations made by the Presumptive Provider when the determinations have been made in accordance with the policies and procedures established by the Department.
- Participate in communications with the Presumptive Provider necessary to promote mutual understanding, expeditious eligibility determinations, and proper billing.
- Provide education, training, and technical assistance to the Presumptive Provider.
- Adhere to all existing policies and procedures governing Iowa's Medicaid program related to billing, prior approval, reimbursement, etc.

**Confidentiality:**

Information of the Department, which identifies clients and services, is confidential in nature. The Presumptive Provider and its employees, agents, and subcontractors shall be allowed access to such information only as needed for providing services pursuant to this Agreement. The Presumptive Provider shall not use confidential information for any purpose other than carrying out the Presumptive Provider's obligations under this Agreement. The Presumptive Provider shall establish and enforce policies and procedures for safeguarding the confidentiality of such data. The Presumptive Provider may be held civilly or criminally liable for improper disclosure. The Presumptive Provider shall promptly notify the Department of any request for disclosure of confidential information received by the Presumptive Provider. The Presumptive Provider shall not disclose any information provided by the Department under this Agreement to any other person or entity without the prior written consent of the Department. Consent is not required for disclosure of such information to the applicant to whom the information pertains.

The Presumptive Provider, acting as the Department's Business Associate, performs certain services on behalf of or for the Department pursuant to this Agreement that require the exchange of information that is protected by the Health Insurance Portability and Accountability Act of 1996, as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) and the federal regulations published at 45 CFR parts 160 and 164. The Presumptive Provider agrees to comply with the Business Associate Agreement Addendum (BAA), and any amendments thereof, as posted to the Department's website: <http://www.dhs.state.ia.us/Consumers/Health/HIPAA/Home.html>.

The Presumptive Provider acknowledges that it may be receiving, storing, processing, or otherwise dealing with confidential patient records from programs covered by 42 CFR part 2, and the Presumptive Provider acknowledges that it is fully bound by those regulations. The Presumptive Provider will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by 42 CFR part 2.

These confidentiality obligations survive termination or expiration of this Agreement.

### **Term and Termination:**

- a. This Agreement is effective from the date of the Department's issuance of written (includes electronic) confirmation of acceptance of the Presumptive Provider. Absent early termination of the Agreement consistent with the terms of this Agreement, the Agreement shall expire six years from the date the Department issues confirmation of acceptance of the Presumptive Provider.
- b. The Presumptive Provider shall notify the Department within thirty days of any change in licensure, address, practice, or any other factor that may impact participation in the presumptive program.
- c. The Presumptive Provider who fails to meet the program requirements set by the Department may be ineligible to continue as a designated provider to assist individuals in the presumptive eligibility application process. When the Department becomes aware that the Presumptive Provider failed to follow the Department's guidelines, the Department will notify the Presumptive Provider and initiate a process to assist the provider in meeting the standards.

In collaboration with the Presumptive Provider, the Department will identify a timeline within which to achieve improved results through a Corrective Action Plan, and provide the Presumptive Provider with a reasonable period of time to come into compliance with the standards.

If the Presumptive Provider continues to not meet policies after being given the opportunity, time, and assistance it needs to do so, the Department may terminate this agreement, as described in Section e.

- d. Any Presumptive Provider who knowingly enters inaccurate or fraudulent information into MPEP may be disqualified from participation in the presumptive Medicaid eligibility program, as described in Section e.
- e. Termination of this agreement is governed by the following provisions:
  - i. Either party may terminate this Agreement on 30 days' notice to the other party.
  - ii. The Department may terminate this agreement with less than 30 days' advance notice if:
    1. The Department has imposed any sanction on the Presumptive Provider pursuant to 441 Iowa Admin. Code § 79.2;
    2. The Department determines that the Presumptive Provider has failed to carry out the substantive terms of this agreement; or
    3. The Department determines that the Presumptive Provider is no longer eligible to perform presumptive provider services.

- iii. The agreement shall automatically terminate upon bankruptcy, dissolution or sale of the Presumptive Provider's practice. This Agreement is not transferrable.
- iv. To the extent that the Presumptive Provider is required to be a current Iowa Medicaid provider, this agreement shall automatically terminate upon expiration or termination of Iowa Medicaid provider participation.
- f. In addition, this Agreement may be rendered null and void by changes in federal or state law or funding that prevents either or both parties from fulfillment of the conditions of the Agreement. In such case, each party agrees to notify the other as soon as possible.

**Amendment:**

The Department may amend this Agreement or the associated Business Associate Agreement by posting an updated version on the Agency's website and providing a notice to the Presumptive Provider through electronic means. The Presumptive Provider shall be deemed to have accepted the amendment unless the Presumptive Provider notifies the Agency of its non-acceptance in writing within 30 days of the Agency's notice. In the event that the Presumptive Provider does not accept such an Amendment, the Presumptive Provider's non-acceptance of the amendment shall constitute immediate termination of the Agreement.

**Notice:**

Other than notices related to amendment of the Agreement, which may be given electronically, any other notice required to be given pursuant to the terms and provisions of this Agreement shall be sent to (1) the Presumptive Provider at the address provided during the presumptive provider enrollment process or (2) the Department at the following address:

Iowa Department of Human Services  
Presumptive Eligibility Programs  
1305 E. Walnut, 5<sup>th</sup> Floor  
Des Moines, IA 50319

All notices shall be in writing and sent by express delivery service or via the U.S. Postal Service. Notices submitted to the other party via the U.S. Postal Services shall be deemed received by the other party five business days from the original postmark.

**No Payment:**

The Presumptive Provider agrees that it is not entitled to any payment or compensation for carrying out the responsibilities of this Agreement.

**Non-Exclusivity:**

This Agreement is not exclusive. The Department may enter into other agreements with other qualified entities to provide services identical to those contemplated herein.

**Prohibited Affiliations with Individuals Debarred by Federal Agencies:**

- a. *General requirement.* The Presumptive Provider may not knowingly have a relationship of the type described in paragraph (b) of this section with the following:
  - i. An individual who is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in nonprocurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549.

- ii. An individual who is an affiliate, as defined in the Federal Acquisition Regulation, of a person described in paragraph (a)(i) of this section.
- b. *Specific requirements.* The relationships described in this paragraph are as follow:
  - i. A director, officer, or partner of the Presumptive Provider.
  - ii. A person with beneficial ownership of five percent or more of the Presumptive Provider's equity.
  - iii. A person with an employment, consulting or other arrangement with the Presumptive Provider for the provision of items and services that are significant and material to the Presumptive Provider's obligations under its Agreement with the Department.
- c. *Effect of Noncompliance.* If the Department finds that a Presumptive Provider is not in compliance with paragraphs (a) and (b) of this section, the Department:
  - i. Will notify the Secretary of the noncompliance.
  - ii. May continue an existing agreement with the Presumptive Provider unless the Secretary directs otherwise.
  - iii. May not renew or otherwise extend the duration of an existing agreement with the Presumptive Provider unless the Secretary provides to the Department and to Congress a written statement describing compelling reasons that exist for renewing or extending the agreement.
- d. *Consultation with the Inspector General.* Any action by the Secretary described in paragraphs (c)(ii) or (c)(iii) of this section is taken in consultation with the Inspector General.