



**MEMORANDUM OF UNDERSTANDING
for Qualified Entity to Perform Hospital Presumptive Eligibility**

State of Tennessee
Department of Finance and Administration
Division of TennCare
310 Great Circle Road
Nashville, TN 372243

AND

Hospital Name: _____

Hospital Address (Line 1): _____

Hospital Address (Line 2): _____

Hospital Address (Line 3): _____

This Memorandum of Understanding (“MOU”) is effective as of _____ (today’s date) between the State of Tennessee, Department of Finance and Administration, Division of TennCare (herein referred to as “TennCare”) and the above-listed hospital (herein referred to as “the Hospital”). This MOU shall remain in effect unless terminated in accordance with the policies and procedures outlined in Sections (VII) and (VIII).

I. Introduction and Purposes

Under § 2202 of the Patient Protection and Affordable Care Act of 2010, as amended, and Federal regulations at 42 CFR § 435.1110, qualified hospitals may determine certain individuals presumptively eligible for Medicaid on the basis of preliminary information reported by the applicant, subject to Federal and State requirements. By conducting presumptive eligibility (“PE”) determinations in accordance with this provision, the Hospital can assist individuals in securing temporary coverage on a timely basis and provide them with a pathway to ongoing health coverage.

Under this MOU, the Hospital can make PE determination for patients, family members, and other community members seeking coverage. When conducting determinations, the Hospital will evaluate individuals for eligibility under the Modified Adjusted Gross Income (or “MAGI”) categories. These eligibility categories include children age 18 and under, parents and caretaker relatives of such children, pregnant women, and individuals under age 26 who were in foster care and enrolled in TennCare at age 18.

The purpose of this MOU is to set forth the role, responsibilities, and other terms for the Hospital to conduct Medicaid PE determinations and facilitate enrollment in ongoing coverage. This MOU also states TennCare’s role and responsibilities in supporting and overseeing these activities.

II. Eligibility to Participate

Hospitals eligible to participate in the Hospital PE program must:

- A. Participate in the TennCare Medicaid program and maintain a network provider agreement with at least one TennCare Managed Care Organization (MCO);
- B. Obtain and maintain active user and password credentials for the TennCare Access Portal;
- C. Obtain and maintain active user and password credentials for TennCare Online Services;
- D. Be located in Tennessee;
- E. Make determinations consistent with policies and procedures of the State; and
- F. Comply with all training requirements, performance standards, and other requirements of this MOU.

III. Hospital Responsibilities

A. General Requirements

The Hospital shall:

1. Provide application assistance to all persons regardless of sex, race, age, disability, religion, national origin, citizenship status, family status, language, or other demographic characteristics;
2. Provide all assistance in a confidential, culturally-appropriate, and respectful manner and with oral interpretation services and disability accommodations as appropriate;
3. Provide all assistance exclusively by fully-trained staff;
4. Ensure only Hospital employees make PE determinations prior to entering application data into the TennCare Access online partner portal;
5. Take all reasonable measures to ensure all applicants, both those approved and denied for PE, submit a fully completed application for ongoing coverage so as to ensure the Hospital meets or exceeds the performance standards described in Section (IV); including, but not limited to the following:
 - a. Notify the applicant that presumptive eligibility is temporary, and a full application could ensure coverage for, at least, one year, if approved; and
 - b. Notify the applicant that the hospital will assist the applicant with submitting a full application.
6. Conduct all activities in accordance with all applicable Federal and State laws, rules, regulations, and policies, including but not limited to Health Insurance Portability and Accountability Act (HIPAA) of 1996, as amended.

In addition, the Hospital shall provide all necessary hardware and technology to support its activities hereunder, and secure and maintain a username and password from TennCare for the TennCare Access Portal and TennCare Online Services by meeting the requirements established by TennCare to obtain and keep such credentials.

B. Operational Procedures

The Hospital shall conduct PE determinations in strict accordance with all applicable laws, rules, regulations, and policies for Medicaid PE determinations, and in accordance with TennCare's Hospital PE Step-by-Step Instructional Guide, and TennCare's policies and procedures relating to utilization of the TennCare Access partner portal. Accordingly, the Hospital shall:

1. Check whether each PE applicant may already be enrolled in TennCare using TennCare Online Services or a derivative electronic data source provided by Emdeon, Passport, or a similar vendor;

2. Gather accurate and complete information as reported by the applicant (or his or her representative) in order to submit the Hospital PE application in the TennCare Access Portal.
3. Base PE determinations solely on information reported by applicants and without requesting verifications of any such information;
4. Notify applicants orally and in writing of the PE determination using the printable PE Application Summary provided through the TennCare Access partner portal;
5. Offer assistance to complete an application for full Medicaid coverage using TennCare Access and record applicant's answer in TennCare Access when prompted.
6. Explain orally to each applicant approved for PE that his or her TennCare is temporary and an application for full Medicaid must be submitted before the presumptive period ends (90 days) for coverage to continue. Explain orally that coverage will only continue if the applicant fully completes the application process for full Medicaid coverage during the 90-day presumptive period, responds to any additional information requests from TennCare and is determined eligible. Further explain orally that, if the full Medicaid application is denied, coverage will terminate immediately without regard to any remaining time within the aforementioned 90-day presumptive period;
7. Explain orally to each applicant denied for PE that he or she should still submit the full application to TennCare in order to receive a determination for other health coverage programs;
8. Obtain from any individual approved for Hospital PE, but who declines to submit a full application for ongoing benefits, a signed Hospital PE Affidavit for Failure to Submit Form, which the Hospital employee shall also date and sign; and
9. Ensure PE applications are submitted through the TennCare Access portal within nine (9) calendar days of the Hospital staff determining an applicant is eligible for presumptive eligibility.

In addition, if the TennCare Access online portal is unavailable, the Hospital shall conduct PE determinations using the following Hospital PE Operational Materials, which are accessible at <https://www.tn.gov/tenncare/providers/overview-of-hospital-presumptive-eligibility.html>.

1. Help each applicant (or his or her representative) complete, sign, and date the Hospital PE Application Cover Sheet provided by TennCare and submit the cover sheet via fax to TennCare Connect;
2. Ensure the Hospital employee signs and dates the "Hospital" section of the Hospital PE Application Cover Sheet;
3. Complete, sign, and accurately date a PE Worksheet provided by TennCare for each PE determination;
4. Notify applicants orally and in writing of the PE determination using the Hospital PE Eligibility Notice template provided by TennCare (which the Hospital employee shall complete, sign, and accurately date).
5. Explain orally that each applicant must submit a full application for Medicaid in order to retain coverage past the presumptive eligibility period of 90 days. Explain orally that coverage will only continue past the presumptive period if the applicant completes the application process for full Medicaid coverage within the 90 day presumptive period, including responding to any additional information requests from TennCare and is determined eligible. Further explain orally that, if the full Medicaid application is denied, coverage will terminate immediately without regard to any remaining time within the aforementioned 90-day presumptive period;
6. Provide each applicant a "How Do I Apply for TennCare" handout.

C. Affirmative Obligation to Facilitate Submission of Full Application

If individuals approved for Hospital PE do not fully complete, submit, and comply with requests for additional information for a TennCare Medicaid application, they will lose their temporary period of Hospital PE coverage.

The Hospital shall provide such assistance to all individuals without regard to whether an individual completed the PE process or whether the individual's PE application was approved.

D. Affirmative Obligation to Confirm Enrollment

The Hospital shall check TennCare Online Services and proactively validate all information for individuals approved for PE. The Hospital shall conduct this check no earlier than two (2) business days after the transmission of PE eligibility data and no later than five (5) business days after the transmission.

Note: If an enrollee wishes to change health plans, the Hospital shall refer the individual to Member Medical Appeals at 1-800-878-3192. The Hospital shall not request such changes using the Hospital PE Errata Sheet.

E. Policy Questions

The Hospital shall email all PE-related policy questions to PartnerSupport.TennCare@tn.gov.

F. Records

With respect to record-keeping, if the TennCare Access partner portal is unavailable and the Hospital must use printed materials, the Hospital shall:

1. Maintain in a HIPAA-compliant manner for seven (7) years a complete record including each of the following documents for each PE application:
 - a. the Hospital PE Application Cover Sheet;
 - b. the Hospital PE Eligibility Notice;
 - c. the Hospital PE Worksheet;
 - d. the Hospital PE Affidavit for Failure to Submit Form (if applicable); and
 - e. the Hospital PE Errata Sheet (if applicable).

Upon request, the Hospital shall promptly make available to TennCare or its representatives all records described above.

G. Prohibitions

The Hospital shall **not** under any circumstances:

1. Allow anyone other than fully-trained staff to provide assistance to applicants; or
2. Allow anyone other than fully-trained Hospital employees to make PE determinations prior to application data being entered into the TennCare Access partner portal.

IV. Performance Standards

The Hospital shall:

- A. Ensure that no less than ninety-nine percent (99%) of individuals that the Hospital approved for

- PE apply for and submit a fully completed application for ongoing TennCare eligibility.
- B. Ensure that no less than ninety-seven percent (97%) of individuals who are determined presumptively eligible are determined eligible for Medicaid based on the completion of an application before the end of the presumptive eligibility period.
 - C. Ensure that each individual responsible for submission of hospital presumptive eligibility applications complete all required training before conducting Hospital PE procedures and maintain adequate documentation of training completion.
 - D. Ensure each individual participates in trainings when substantive changes are made to Hospital PE processes or the online partner portal utilizing TennCare's approved training processes.
 - E. Maintain in the record described in Section (III)(F)(1)(d). a Hospital PE Affidavit for Failure to Submit Form for one hundred percent (100%) of individuals the Hospital approved for PE who did not submit a fully completed application for ongoing coverage. The State may request proof the Hospital is requiring applicants to sign the Hospital PE Affidavit for Failure to Submit Form for all applicants who decline to apply for full Medicaid coverage.

V. TennCare Responsibilities

TennCare will support the Hospital in conducting PE determinations by providing training, oversight, and other TennCare services required for such determinations.

A. Training and Assistance

TennCare will provide initial and ongoing training and technical assistance to the Hospital, including responding to the Hospital's questions regarding TennCare's policies and procedures. When substantive changes are made to Hospital PE processes or the online partner portal, TennCare will provide additional training as needed. Additionally, training materials will be available and accessible to the Hospital in a readily available location (such as on the TennCare website or within the online partner portal).

B. Performance Standards and Oversight

TennCare will gather data and evaluate performance by the Hospital. TennCare will also provide feedback to the Hospital on its performance.

If the Hospital fails to meet TennCare's performance standards, TennCare will notify the Hospital in writing and request a corrective action plan with a corresponding implementation timeline. TennCare will also provide the Hospital additional training and other assistance as necessary and practicable. If the Hospital is unable to meet the performance standards after being given the opportunity, time, and assistance it needs to do so, TennCare may terminate this MOU in the manner described in Section (VIII).

C. TennCare Services and Support

TennCare will provide the Hospital with the electronic versions of the materials required to conduct PE determinations, which shall include the following:

1. the Hospital PE Application Cover Sheet;
2. the Hospital PE Eligibility Notice;
3. the Hospital PE Worksheet;
4. the Hospital PE Step-by-Step Instructional Guide;
5. the Hospital PE FAQs; and
6. the Hospital PE Affidavit for Failure to Submit Form.

TennCare will also provide the Hospital with access to the electronic interface on TennCare Online Services. The Hospital may use this interface to check current Medicaid enrollment of potential PE applicants and to check for enrollment of individuals approved for PE. As noted above, the Hospital shall use TennCare online partner portal (TennCare Access) to transmit to TennCare all data for individuals approved for PE.

VI. Amendment of this MOU

By signing below, the Parties acknowledge and understand that TennCare shall have the right to unilaterally amend this MOU by providing thirty (30) days written notice to the Hospital of such amendment and its effective date.

If the Hospital does not wish to be bound by any such unilateral amendment, it may withdraw from conducting PE determinations and terminate this MOU in the manner described in Section (VIII).

VII. Potential for Disqualification

TennCare may disqualify the Hospital from conducting PE determinations if TennCare finds:

- A. The Hospital, its employee, and/or its contractors fail(s) to comply with any provision of this agreement, which may include but is not limited to:
 - 1. Failing to provide application assistance in a manner that comports with the requirements of Section (III)(A);
 - 2. Failing to maintain all records as required by Section (III)(F) above;
 - 3. Engaging in the prohibitions described in Section (III)(G) above; or
 - 4. Failing to meet the performance standards established by TennCare and described in Section (IV) above;
- B. The Hospital is not making, or in TennCare's sole discretion is not capable of making, accurate PE determinations in accordance with all applicable Federal and State laws, rules, regulations, and policies; or
- C. The Hospital no longer participates as a network provider in any TennCare Managed Care Organization (MCO).

If TennCare disqualifies the Hospital from making PE determinations, TennCare's action shall not have any bearing on whether the Hospital can participate in Medicaid. Likewise, TennCare's action will have no effect on any other agreements the Hospital may have with TennCare or an MCO.

Consistent with federal rules, TennCare shall disqualify the Hospital only after TennCare has provided the Hospital with additional training or taken other reasonable corrective action measures to address the issue.

VIII. Termination of this MOU

The Hospital may withdraw from conducting PE determinations and terminate this MOU upon thirty (30) days' written notice to TennCare.

TennCare may terminate this MOU for convenience without cause and for any reason. TennCare shall give the Hospital at least thirty (30) days' written notice prior to the termination date.

If the Hospital fails to properly perform its obligations under this MOU in a timely or proper manner, or if the Hospital materially violates any terms of this MOU, TennCare shall have the right to immediately

terminate the MOU. Grounds for immediate termination of this MOU shall include, but not be limited to, TennCare disqualification of the Hospital pursuant to Section (VII) above.

IX. Miscellaneous

The terms of this MOU are not intended to alter, amend, or rescind any provision of Federal or State law. Any provision of this MOU that conflicts with Federal or State law shall be null and void. Failure by TennCare to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this MOU shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision.

IN WITNESS WHEREOF:

The Hospital:

Agreed to on behalf of:

(Name of Hospital)

Hospital Employee Name: _____

Hospital Employee Title: _____

Signed: _____

Date: _____

Address: _____

Division of TennCare:

Name: Stephen Smith

Title: Director of TennCare

Signed: _____

Date: _____

Address: 310 Great Circle Road
Nashville, TN 37243