

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE DIVISION OF MEDICAID
IN THE OFFICE OF THE GOVERNOR
STATE OF MISSISSIPPI
AND THE**

(PRESUMPTIVE ELIGIBILITY DETERMINATIONS)

THIS MEMORANDUM OF UNDERSTANDING is made and entered into by and between the **DIVISION OF MEDICAID IN THE OFFICE OF THE GOVERNOR**, an administrative agency of the **STATE OF MISSISSIPPI** (hereinafter referred to as “DOM”), and the _____ (hereinafter referred to as the “Qualified Hospital”), with a principal place of business at _____.

WHEREAS, Section 2202 of the Patient Protection and Affordable Care Act of 2010 (“ACA”) requires that DOM provide Medicaid coverage during a period of presumptive eligibility (“PE”) to individuals who fall into certain categories of eligibility and are deemed to be presumptively eligible on the basis of preliminary information;

WHEREAS, said section of the ACA also grants qualified hospitals the authority to make these presumptive eligibility determinations;

WHEREAS, in order to meet the requirements of a qualified hospital and render PE determinations, a hospital must meet all of the following requirements: 1) be enrolled as a provider in the Mississippi Medicaid program under the State Plan, 2) notify DOM of its election to make PE determinations, 3) agree to make PE determinations pursuant to and consistent with all DOM policies and procedures, as well as applicable State and federal rules and regulations, and 4) not have been disqualified from making PE determinations by DOM; and

WHEREAS, DOM hereby authorizes Qualified Hospital to make PE determinations for potentially eligible individuals in accordance with all DOM policies and procedures and applicable State and federal rules and regulations.

NOW, THEREFORE, in cooperative furtherance of the mutual interests and responsibilities of the parties hereto, this Memorandum of Understanding (“MOU”) is entered into by and between the parties upon the following terms, provisions, and conditions, to-wit:

- I. PERIOD OF PERFORMANCE:** This MOU shall commence on the date it is executed by both parties, and shall continue in effect until either party terminates the MOU. Absent early termination of the MOU consistent with the terms of this MOU, the MOU shall expire two (2) years from the date DOM issues confirmation of acceptance of the Qualified Hospital’s enrollment in the PE program.

Notwithstanding the foregoing, this MOU shall automatically renew for the same period of performance upon the Qualified Hospital’s satisfactory and continued performance of its obligations, unless either party requests in writing to terminate the MOU.

- II. QUALIFIED HOSPITAL RESPONSIBILITIES:** The Qualified Hospital shall conduct PE determinations for Medicaid based on information provided by applicants. The Qualified Hospital shall ensure that PE determinations made by Qualified Hospital staff are consistent with all DOM policies and procedures, as well as applicable State and federal rules and regulations. As part of this process, the Qualified Hospital will complete the PE application for any potentially eligible individuals who meet the requirements for Medicaid coverage, provide notice both to applicants and DOM regarding PE determinations, and assist the individual in completing and submitting the full Medicaid application before the end of the PE period.

1) **NON-DELEGATION OF PE AUTHORITY:**

- i. Qualified Hospital **shall not** delegate PE determination authority to non-hospital staff, such as third party vendors or contractors.
- ii. DOM shall unilaterally and immediately terminate this MOU if the Qualified Hospital violates this requirement and thereby fails to carry out the terms of this MOU, as specified in Paragraph XII. Termination.

2) **TRAINING:**

- i. Qualified Hospital shall assign specific hospital staff to the PE program and require assigned staff to attend **all** of DOM’s PE training sessions, including any on-going training. Furthermore, DOM may require said assigned staff to take and achieve a passing score (80% correct) on a PE knowledge test prior to approving the Qualified Hospital to make PE determinations.

- ii. If the Qualified Hospital makes any changes to the assigned PE staff, it will notify DOM within twenty-four (24) hours of said change and ensure that any newly assigned staff members satisfy the PE certification requirements as contained herein, specifically Paragraph III.2. Also, Qualified Hospital shall promptly notify DOM when DOM needs to terminate an assigned staff member's certification to participate in the Qualified Hospital's PE program.
- iii. Qualified Hospital shall not submit PE determinations to DOM if said determinations were made by untrained and non-certified hospital staff. This shall be a violation of the Qualified Hospital's obligations and will result in the PE determination being rejected, as well as possible termination of the Qualified Hospital's PE authority.
- iv. Qualified Hospital is required to provide DOM with an accurate and updated list of all assigned staff for the hospital's PE program. This list shall include names, titles, and contact information for each staff person. An updated list shall be provided each time the conditions described in the above section (ii.) occur.
- v. It is sole responsibility of Qualified Hospital to maintain records of the required training and make them available for DOM to review when requested. The retention of said training records shall be kept in accordance with Paragraph VIII. RECORDS RETENTION.

3) PE DETERMINATIONS IN ACCORDANCE WITH STATE POLICIES AND PROCEDURES:

- i. In making PE determinations, the Qualified Hospital will ensure the applicant understands the PE program and eligibility requirements applicable to the category being considered for Medicaid coverage by answering any questions or, if unable to answer, shall direct the applicant to DOM.
- ii. Qualified Hospital will complete the PE application for any potentially eligible individuals who meet the requirements for Medicaid coverage.
- iii. When conducting PE determinations, the Qualified Hospital will rely on information provided by applicants. It will not require or request any documentation or verification of the information, nor will it require any information that is not needed for a PE determination. However, in order to render PE determinations in compliance with all DOM policies and procedures, training, and other guidance, the Qualified Hospital shall seek clarification on information provided by applicants that impacts the eligibility

decision for the category of coverage being considered. If the applicant should require any language or translation assistance, the Qualified Hospital shall provide sufficient interpretation services.

- iv. Qualified Hospital is required to provide written notice to the individual assessed for PE of the following:
 1. Whether the PE was approved or denied,
 2. If PE was approved, provide the beginning and end date of the PE period, and
 3. If PE was denied, fully explain the reasons for the denial and that the individual may submit a full Medicaid application. Qualified Hospital will also explain in its notice that PE determinations may not be appealed by the individual, and that only a formal Medicaid eligibility decision performed by DOM grants appeal rights.
- v. Qualified Hospital shall provide written notice to DOM of all PE approvals within five (5) working days of the PE decision. DOM will notify the Qualified Hospital of the applicant's Medicaid identification ("ID") number within five (5) working days.
- vi. Qualified Hospital will assist each individual in completing and submitting the full Medicaid application before the end of the PE period. Qualified Hospital will also explain the importance of submitting the full Medicaid application as it relates to possible on-going coverage.
- vii. Qualified Hospital will participate in communications between both DOM and the applicant to promote mutual understanding, expeditious Medicaid eligibility determinations, and proper billing.
- viii. Qualified Hospital will keep all PE-related records in accordance with Paragraph VIII. RECORDS RETENTION, and shall make them available to DOM upon request.
- ix. Qualified Hospital shall monitor and maintain agreed upon Performance Standards (see Paragraph III. below) with assigned staff to ensure PE determinations are made accurately and the PE process is followed appropriately.

III. DOM RESPONSIBILITIES: DOM will provide general support, training, and oversight to the Qualified Hospital in conducting PE determinations.

1) GENERAL PE SUPPORT/TRAINING:

- i. DOM will provide Medicaid coverage to individuals based on the Qualified Hospital's PE determination, as long as that decision was

made in accordance with DOM policies and procedures, as well as State and federal law.

- ii. DOM will provide general guidance and support to the Qualified Hospital and assigned PE staff regarding the processing of PE.
- iii. DOM will provide the Qualified Hospital with the materials that are required to conduct PE determinations, including the PE application and instructions, the full Medicaid application, PE determination notices, and other necessary materials. While DOM provides the original documentation, it is the sole responsibility of the Qualified Hospital to provide copies of all documents and applications for use pursuant to this MOU.
- iv. DOM will participate in communications between both the Qualified Hospital and the applicant to promote mutual understanding, expeditious Medicaid eligibility determinations, and proper billing.
- v. DOM will designate one staff member from the Bureau of Enrollment to serve as the point of contact for the Qualified Hospital. DOM will update the Qualified Hospital if the designated staff person changes.
- vi. DOM will develop and provide PE training, including any on-going training, and relevant materials in order to properly educate the Qualified Hospital and assigned staff on the PE program.

2) CERTIFICATION AND APPROVAL OF QUALIFIED HOSPITAL'S ENROLLMENT IN THE PE PROGRAM:

- i. DOM will provide for initial and on-going training for the Qualified Hospital's assigned PE staff. In accordance with the initial training, DOM will also develop a PE knowledge test to be administered at the conclusion of the training.
- ii. In order for DOM to approve the Qualified Hospital's enrollment in the PE program, all assigned PE staff must be certified by DOM. Certification is achieved when assigned PE staff attend any and all required PE training **and** achieve a passing score (80% correct) on the PE test.
 - 1. DOM will provide up to two (2) re-tests for PE staff who do not achieve a passing score on the initial PE test.
 - 2. PE staff may take the first PE re-test without attending any additional PE training.
 - 3. PE staff who do not achieve a passing score on the initial PE re-test must attend any and all required PE training a second time before they will be allowed to take the second

PE re-test. However, priority will be given to PE staff attending PE training for the first time; re-training of PE staff will be provided by DOM as the training schedule permits.

4. PE staff who do not achieve a passing score on the second PE re-test shall not be permitted to receive any further PE training or additional PE re-tests.
- iii. DOM shall not accept PE determinations if said determinations were made by untrained and non-certified hospital staff. This shall be a violation of the Qualified Hospital's obligations and will result in the PE determination being rejected, as well as possible termination of the Qualified Hospital's PE authority.
- iv. Once all assigned PE staff are certified and the Qualified Hospital has met all other conditions for the PE program, DOM shall provide written notice to the Qualified Hospital of its acceptance of Qualified Hospital's enrollment in the PE program.

3) PERFORMANCE STANDARDS AND OVERSIGHT:

i. General Information:

Qualified Hospital will be granted a six (6) month implementation period during which time no performance standards will be imposed. This six (6) month period begins after Qualified Hospital's assigned staff are trained and certified, the Qualified Hospital has received DOM's approval of its enrollment in the PE program, and the assigned staff begin submitting PE determinations. Qualified Hospital will not be disqualified during the first twelve (12) months of implementation of its PE program.

ii. Performance Standards:

During the implementation period, however, DOM will collect data on **two (2) performance standards**:

1. The number of PE approvals that have a full Medicaid application submitted before the end of the PE period, and
2. The number of PE approvals that are determined to be Medicaid eligible based on submission of the full Medicaid application.

iii. Data Collection, Monitoring and Feedback:

This data will be provided to the Qualified Hospital on a monthly basis or more frequently, if needed. DOM will monitor this data and provide feedback directly to the Qualified Hospital's assigned staff. This feedback is necessary in order to align the Qualified

Hospital with the performance standards for the second six (6) month period, when a standard of 90% will be applied as follows:

1. At least 90% of all PE approvals submitted to DOM result in a full Medicaid application being submitted before the end of the PE period.
2. At least 90% of PE approvals are determined to be Medicaid eligible based on submission of the full Medicaid application.

iv. General Oversight:

1. During the second 6 (six) month period, data collection and direct contact with the Qualified Hospital will continue on a monthly or as-needed basis.
2. If the data collected during the first year of implementation suggests that a 90% accuracy rate for PE determinations and/or timely submissions of full Medicaid applications for PE approvals is not an achievable standard for Qualified Hospital, discussions will be held with Qualified Hospital's assigned staff regarding any additional training, necessary corrective actions, or possible alternate standard that could be applied if the 90% standard could not be met due to circumstances beyond the Qualified Hospital's control.
3. However, DOM is not required to accommodate Qualified Hospital's habitual failure to meet required performance standards. While DOM will make **reasonable** efforts to provide assistance and accommodations in meeting the standards required herein, this assistance shall not be permanent. If Qualified Hospital continues to fail to meet required standards, even after DOM's subsequent efforts, DOM will pursue all remedies allowed under this MOU. DOM shall specifically consider termination of Qualified Hospital's PE authority.
4. Effective with the second year of participation in the PE program, the performance standards provided above will increase and remain at 95%. The possibility of an alternate standard assigned for a pre-determined amount of time will be discussed as a correction action measure if at any time the Qualified Hospital falls below the 95% standard due to circumstances beyond their control. Feedback and direct contact with Qualified Hospital's assigned staff will

continue on an as-needed basis and data will be shared monthly regarding adherence to the performance measures.

IV. GENERAL PE RULES:

1) PE-ELIGIBLE MEDICAID COVERAGE GROUPS:

- i. Children up to Age nineteen (19) years,
- ii. Pregnant Women,
- iii. Parents or Caretaker Relatives,
- iv. Former Foster Care Children in DHS Foster Care at Age eighteen (18) years, and
- v. Certain Individuals Needing Breast or Cervical Cancer Treatment (Qualified Hospital must be a CDC screener).

2) PE PERIODS:

- i. PE begins on the date the Qualified Hospital determines an individual is presumptively eligible.
- ii. PE ends at the end of the month following the month the PE determination is made by the Qualified Hospital.
- iii. If a full Medicaid application is submitted to DOM within the PE period, the PE period ends on the day in which the eligibility decision is made by DOM.
- iv. DOM has limited the number of PE periods to no more than one (1) PE period within two (2) calendar years. However, pregnant women are limited to one (1) PE determination per pregnancy.

3) INCOME QUALIFICATIONS:

- i. PE determinations are to be made in accordance with MAGI Household Income – refer to training material.

4) BENEFITS:

- i. Benefits for pregnant women are limited to ambulatory prenatal care. Birthing expenses are not covered under PE.
- ii. Benefits for others are those provided under the eligibility group for which the individual is determined presumptively eligible.

5) DISQUALIFICATION: Refer to Paragraph XII. TERMINATION. Specifically, DOM may disqualify the Qualified Hospital for any of the following reasons:

- i. DOM or any other relevant entity imposes any sanction related to criminal activity or unethical practices,
- ii. DOM determines that the Qualified Hospital has failed to carry out the terms of this MOU (including failure to meet Performance Standards as specified in Paragraph III. above), or

- iii. DOM determines that the Qualified Hospital is no longer eligible to perform PE determinations.
 - 6) **CONFIDENTIALITY OF INFORMATION:** When conducting PE determinations, Qualified Hospital shall comply with all State, federal, and DOM rules and regulations, including the Health Insurance Portability and Accountability Act (HIPAA), as further detailed in Paragraph XV. HIPAA/CONFIDENTIALITY.
- V. COORDINATION OF SERVICES:** The Qualified Hospital shall coordinate the performance of the services to be provided hereunder with and through the Deputy Administrator for Enrollment at DOM, and consult with the Deputy on specific courses of action which should be pursued. The Qualified Hospital shall notify DOM within thirty (30) days of any change in licensure, address, or any other factor that may impact participation in the PE program.
- VI. COSTS FOR SERVICES:** The Qualified Hospital agrees that it is not entitled to any payment or compensation for fulfillment of the responsibilities and obligations contained herein.
- VII. NON-ASSIGNMENT AND SUBCONTRACTING:** In addition to the prohibition in Paragraph II.(1) above, DOM will not be independently obligated or liable under this MOU to any party other than the Qualified Hospital named herein. Said Qualified Hospital understands and agrees that it shall not assign, transfer, delegate, or subcontract, either in whole or in part, with respect to any of its rights, benefits, obligations, interests, or duties under this MOU.
- VIII. RECORDS RETENTION:** The Qualified Hospital shall maintain all PE-related records, including applications, supporting documents, statistical and financial records, and PE staff training records for a period of six (6) years from the day a PE determination was made by the Qualified Hospital or the day the record was created, whichever occurs later. However, if audit, litigation, or other legal action by or on behalf of the State or federal government has begun that is not completed at the end of the six (6) year period, or if audit findings, litigation, or other legal action has not been resolved at the end of the six (6) year period, the records shall be retained until resolution. Qualified Hospital shall make available all PE-related records upon request of any State or federal agency.
- IX. AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the obligation of DOM to proceed under this MOU is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of

federal and/or state funds. If the funds anticipated for the continuing fulfillment of the MOU are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to DOM, said insufficiencies shall constitute grounds for the voidance of this MOU, without damage, penalty, cost, or expenses to DOM of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

- X. SEVERABILITY:** It is understood and agreed by the parties hereto that if any part, term, or provision of this MOU is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the MOU did not contain that particular part, term, or provision held to be invalid.
- XI. MODIFICATION OR AMENDMENT:** Modifications or amendments to this MOU may be made by DOM at any time. DOM will provide notice of any changes or updates to all hospital providers and post an updated version of this MOU or any subsequent amendment to its website at www.medicaid.ms.gov. It is the sole responsibility of the Qualified Hospital to monitor the website for any available updates to the MOU. Any updated versions of the MOU or subsequent amendments must be signed by the parties hereto and approved as required by law.
- XII. TERMINATION:** Either party may terminate this MOU at any time, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

This MOU is not transferrable and shall automatically terminate upon the bankruptcy, dissolution, or sale of the Qualified Hospital. Furthermore, this MOU shall automatically terminate upon expiration or termination of Qualified Hospital's enrollment in the Mississippi Medicaid program.

In accordance with Paragraph IV. GENERAL PE RULES, DOM may terminate this MOU with less than thirty (30) days notice to the Qualified Hospital if any of the following occur: 1) DOM or any other relevant entity imposes any sanction related to criminal activity or unethical practices, 2) DOM determines that the Qualified Hospital has failed to carry out the terms of this MOU (including failure

to meet Performance Standards as specified in Paragraph III. DOM RESPONSIBILITIES), or 3) DOM determines that the Qualified Hospital is no longer eligible to perform PE determinations.

In addition, this MOU may be rendered null and void by changes in federal or state law or funding that prevents DOM from fulfillment of the conditions of this MOU. In such case, DOM shall notify the Qualified Hospital as soon as possible that the MOU has been rendered null and void. Such notice shall constitute a notice of immediate termination and shall not require thirty (30) days notice.

XIII. NOTICES: Other than notices related to amendments of this MOU, which shall be submitted electronically on the Medicaid website, any notice required to be given pursuant to the terms and provisions of this MOU shall be in writing and sent to:

In case of notice to DOM:

Deputy Administrator for Enrollment
Mississippi Division of Medicaid
Walter Sillers Building
550 High Street, Suite 1000
Jackson, MS 39201

In case of notice to Qualified Hospital:

XIV. NON-WAIVER OF BREACH: No assent, express or implied, by the parties hereto to the breach of the conditions of this MOU shall be deemed or taken to be waiver of any succeeding breach of the same or any other provision or condition and shall not be construed to be a modification of the terms of the MOU.

XV. HIPAA/CONFIDENTIALITY: Nonpublic information of DOM, including information which identifies beneficiaries and services, is confidential in nature. The Qualified Hospital and its assigned workforce members shall be allowed access to such information only as needed for the performance of this MOU, and the Qualified Hospital shall not use the confidential information for any purpose other than carrying out the Qualified Hospital's obligations under this MOU.

All activities under this MOU, including the exchange of information and data between the parties, shall be performed in accordance with any applicable Business Associate Agreement (“BAA”), Data Use Agreement (“DUA”), and other similar instrument entered into between the parties, and all applicable federal and State laws, rules, and regulations, including 42 C.F.R. part 2 and the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act (“HIPAA”) of 1996 (as amended by the Genetic Information Nondiscrimination Act (“GINA”) of 2008 and the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”), Title XIII of Division A, and Title IV of Division B of the American Recovery and Reinvestment Act (“ARRA”) of 2009), involving electronic data interchange, code sets, identifiers, and the security and privacy of information, as may be applicable to the services under this MOU. Qualified Hospital shall treat all data and information to which it has access under this MOU as confidential information to the extent that confidential treatment of same is required under this MOU, applicable federal and state law, and any applicable BAA, DUA, and other similar instrument entered into between the parties, and shall not disclose same to a third party without specific written consent of DOM or except as permitted by the MOU or any applicable BAA, DUA, or similar instrument entered into between the parties. In the event that Qualified Hospital receives notice that a third party requests divulgence of the confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of the confidential or otherwise protected information, Qualified Hospital shall promptly, or in the timeframe mandated by any applicable BAA, DUA, and other similar instrument entered into between the parties, inform DOM and thereafter respond in conformity with such subpoena as required by applicable state and federal law, rules, and regulations.

The Qualified Hospital shall establish and enforce policies and procedures for safeguarding the privacy and security of confidential information in accordance with the above referenced laws, regulations, and agreements. The Qualified Hospital acknowledges that it may be held civilly or criminally liable for improper disclosure of confidential information.

The provisions herein shall survive the termination of the MOU for any reason and shall continue in full force and effect and shall be binding upon both parties and their agents, employees, workforce members, successors, heirs, permitted assigns, or any party claiming an interest in the MOU on behalf of, or under, the rights of the parties following termination.

XVI. NON-DISCRIMINATION: Neither party shall discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability in its performance of the obligations and commitments under this MOU and will comply fully with all of the provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor. Neither party shall discriminate against any beneficiary, applicant, or provider of services because of race, color, religion, sex, national origin, disability, or limited English proficiency in the performance of the obligations and commitments under this MOU.

XVII. E-VERIFY: The parties represent and warrant that they will ensure compliance with the Mississippi Employment Protection Act, Section 71-11-1 *et seq.* of the Mississippi Code Annotated (Supp. 2008), and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The parties agree to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. The parties further represent and warrant that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. The parties understand and agree that any breach of these warranties may subject either of the parties to the following: (a) termination of this MOU and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to the parties by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, the parties would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.”

XVIII. OTHER PROVISIONS: The Qualified Hospital hereby agrees to all of the provisions and requirements as set forth in the grant between DOM and CMS, and understands those provisions and requirements are also incumbent on the Qualified Hospital.

XIX. OWNERSHIP AND FINANCIAL DISCLOSURES:

- A. In accordance with 42 C.F.R. § 455.104(b), Qualified Hospital shall disclose the following:
1. The name and address of any person (individual or corporation) with an ownership or control interest in the disclosing entity, DOM's fiscal agent, or managed care entity. The address for corporate entities must include, as applicable, primary business, every business location, and P.O. Box address;
 2. Date of birth and Social Security Number (in the case of an individual);
 3. Other tax identification number (in the case of a corporation) with an ownership or control interest in the disclosing entity (or DOM's fiscal agent or managed care entity) or in any subcontractor in which the disclosing entity (or DOM's fiscal agent or managed care entity) has a five (5) percent or more interest;
 4. Whether the person (individual or corporation) with any ownership or control interest in the disclosing entity (or DOM's fiscal agent or managed care entity) is related to another person with ownership or control interest in the disclosing entity as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the disclosing entity (or DOM's fiscal agent or managed care entity) has a five (5) percent or more interest is related to another person with ownership or control interest in the disclosing entity as a spouse, parent, child, or sibling;
 5. The name of any other disclosing entity (or DOM's fiscal agent or managed care entity) in which an owner of the disclosing entity (or DOM's fiscal agent or managed care entity) has an ownership or control interest; and,
 6. The name, address, date of birth, and Social Security Number of any managing employee of the disclosing entity (or DOM's fiscal agent or managed care entity).
- B. In accordance with 42 C.F.R. § 455.104(c), disclosures from Qualified Hospital are due at any of the following times:
1. Upon Qualified Hospital submitting a proposal in accordance with the State's procurement process;
 2. Annually, including upon the execution, renewal, and extension of the contract with the State; and,
 3. Within thirty-five (35) days after any change in ownership of Qualified Hospital.
- C. In accordance with 42 C.F.R. § 455.104(d), all disclosures must be provided to DOM, the State's designated Medicaid agency.
- D. In accordance with 42 C.F.R. § 455.104(e), federal financial participation (FFP) is not available in payments made to a disclosing entity that fails to disclose ownership or control information as required by said section.
- E. In accordance with 42 C.F.R. § 455.105, Qualified Hospital must fully disclose all information related to business transactions. Qualified Hospital

must submit, within thirty-five (35) days of the date on a request by the Secretary or DOM, full and complete information about:

1. The ownership of any subcontractor with whom Qualified Hospital has had business transactions totaling more than \$25,000 during the twelve (12) month period ending on the date of the request; and,
 2. Any significant business transactions between Qualified Hospital and any wholly owned supplier, or between Qualified Hospital and any subcontractor, during the five (5) year period ending on the date of the request.
- F. In accordance with 42 C.F.R. § 455.106(a), Qualified Hospital must disclose to DOM the identity of any person who:
1. Has ownership or control interest in Qualified Hospital, or is an agent or managing employee of Qualified Hospital; and,
 2. Has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or the Title XX services program since the inception of those programs.
- G. In accordance with 42 C.F.R. § 455.106(b), DOM must notify the Inspector General of the Department of any disclosures under § 455.106(a) within 20 working days from the date it receives the information. DOM must also promptly notify the Inspector General of the Department of any action it takes on Qualified Hospital's MOU and participation in the program.
- H. In accordance with 42 C.F.R. § 455.106(c), DOM may refuse to enter into or renew an agreement with Qualified Hospital if any person who has an ownership or control interest in Qualified Hospital, or who is an agent or managing employee of Qualified Hospital, has been convicted of a criminal offense related to that person's involvement in any program established under Medicare, Medicaid, or the Title XX Services Program. Further, DOM may refuse to enter into or may terminate a Qualified Hospital's MOU if it determines that Qualified Hospital did not fully and accurately make any disclosure required under 42 C.F.R. § 455.106(a).
- I. In accordance with 42 C.F.R. § 455.436, DOM and all Medicaid contractors shall do the following:
1. Confirm the identity and determine the exclusion status of contractors/subcontractors and any person with an ownership or control interest or who is an agent or managing employee of the contractor/subcontractor through routine checks of federal databases; and,
 2. Consult appropriate databases to confirm identity of the above-mentioned persons and entities by searching the List of Excluded Individuals/Entities (LEIE) and the System for Award Management (SAM) upon enrollment, re-enrollment, credentialing, or re-credentialing, and no less frequently than monthly thereafter, to ensure that the State does not pay federal funds to excluded persons or entities.

IN WITNESS WHEREOF, the parties have executed this **MEMORANDUM OF UNDERSTANDING** to be effective as of April 1, 2017.

FOR DOM:

**DIVISION OF MEDICAID
IN THE OFFICE OF THE GOVERNOR
STATE OF MISSISSIPPI**

BY: _____

**Dr. David J. Dzielak
EXECUTIVE DIRECTOR**

DATE: _____

FOR QUALIFIED HOSPITAL:

BY: _____

DATE: _____



**STATE OF MISSISSIPPI
COUNTY OF HINDS**

THIS DAY personally came and appeared before me, the undersigned authority, in and for the aforesaid jurisdiction, the within named, **DAVID J. DZIELAK, Ph.D.**, in his official capacity as the duly appointed **Executive Director of the Division of Medicaid in the Office of the Governor**, an administrative agency of the **State of Mississippi**, who acknowledged to me, being first duly authorized by said Division that he signed and delivered the above and foregoing written Memorandum of Understanding for and on behalf of said Division, and as its official act and deed on the day and year therein mentioned.

GIVEN under my hand and official seal of office on this the ___ day of _____, 2017.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

**STATE OF MISSISSIPPI
COUNTY OF _____**

THIS DAY personally came and appeared before me, the undersigned authority, in and for the aforesaid jurisdiction, the within named, _____, in his official capacity as _____, who acknowledged to me, being first duly authorized by said _____ that s/he duly signed and delivered the above and foregoing written Memorandum of Understanding for and on behalf of said _____ and as to its official act and deed on the day and year therein mentioned.

GIVEN under my hand and official seal of office on this the ___ day of _____, 2017.

NOTARY PUBLIC

MY COMMISSION EXPIRES:
