

**Memorandum of Understanding Between
The Missouri Department of Social Services,
Family Support Division
and
City of Columbia, Missouri, on behalf of its
Department of Public Health and Human Services**

1. Purpose

- 1.1 This agreement is entered into between the Missouri Department of Social Services, Family Support Division (Department), and City of Columbia, Missouri, on behalf of its Department of Public Health and Human Services (provider) for the purpose of expediting the filing and processing of electronic Medicaid applications for individuals under Modified Adjusted Gross Income (MAGI) eligibility criteria.
- 1.2 The provider provides services to persons either enrolled in Medicaid or potentially eligible for Medicaid coverage who are seeking emergency and necessary medical care in the provider's facility. This agreement outlines the processes and procedures to facilitate the exchange of information between the provider and the Department to:
- a. Determine whether persons receiving services from the provider are Medicaid beneficiaries or potentially eligible to be enrolled as Medicaid beneficiaries; and
 - b. Facilitate the filing and processing of applications for Medicaid coverage.
- 1.3 A flow chart of the general process described herein is attached hereto as Attachment A and is provided for informational purposes only.

2. Term of Agreement/Modifications

- 2.1 This agreement shall be effective upon signature of all parties and shall remain in force until terminated pursuant to the provisions stated herein.
- 2.2 The agreement should be reviewed for necessary changes on an annual basis.
- 2.3 The parties agree that any changes to this agreement must be done in writing that is reviewed, approved, and signed by the parties.
- 2.4 The parties agree no other documents, including correspondence, acts and oral communications by or from any person, shall be construed as an amendment to the agreement.
- 2.5 Either party may terminate this agreement after providing a minimum of thirty (30) days written notice to the other party.

3. Responsibilities of the Provider

- 3.1 The provider agrees to submit MAGI Medicaid electronic applications for patients through www.mydss.mo.gov when appropriate and to submit required supporting documentation through a Department provided email address or other processes specified by the Department.
- a. In completing electronic applications on behalf of the patient, the provider will indicate that their employee is assisting the applicant:
 - 1) As an individual acting responsibly on behalf of the applicant, if the applicant is a minor or incapacitated (pursuant to 42 CFR 435.907(a)); or
 - 2) As an authorized representative.

- 3.2 The provider must identify the employee(s) to be designated by the Department as Tier One workers. The provider must submit the following information related to the identified employee(s):
- a. A copy of an official photo identification card;
 - b. Evidence of completion of criminal background checks;
 - c. A signed confidentiality agreement from the identified employee(s), (DSS Form MO 886-4461) provided electronically by the Department; and
 - d. A completed, signed Department of Social Services Access Request form (FSD 137) from the identified employee(s), provided electronically by the Department.
 - e. All above information must be emailed to FSD.MEDESUSERS@dss.mo.gov.
- 3.3 The provider must inform the Department when employee changes occur.
- 3.4 The provider shall develop procedures and controls to ensure that terminated users are removed in a timely manner.
- 3.5 The provider shall be responsible for all use associated with the user IDs and passwords assigned to their Tier One staff by the Department and shall take steps to protect the confidentiality of user IDs and passwords.
- 3.6 The provider must provide all required equipment for the identified employee(s) to perform the duties herein.

4. Responsibilities of the Department

- 4.1 The Department will provide necessary read-only access to the Missouri Eligibility Determination and Enrollment System (MEDES) for the provider's Tier One employees.
- 4.2 The Department will assign Eligibility Specialists to provide training and technical support to the provider's Tier One employees.

5. Confidentiality

- 5.1 All discussions with the provider, and all information gained by the provider, as a result of the provider's performance under the agreement, shall be confidential, to the extent required by law.
- 5.2 The provider 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 provider and any required provider personnel shall sign specific documents regarding confidentiality, security, or other similar documents.
- 5.4 The provider 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 agreement. 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 agreement;

- d. Policies and procedures implemented by the provider to prevent inappropriate uses and disclosures of confidential information by its workforce, if applicable; and
- e. Any other safeguards necessary to prevent the inappropriate use or disclosure of confidential information.

5.5 **HIPAA**

- 5.5.1 The Department is 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.
- 5.5.2 The City of Columbia, Missouri, on behalf of its Department of Public Health and Human Services is a hybrid covered entity under HIPAA and therefore those divisions of City of Columbia, Missouri, on behalf of its Department of Public Health and Human Services that are subject to HIPAA must also comply with applicable provisions of HIPAA, as amended by HITECH, and all regulations promulgated pursuant to authority granted therein.
 - a. The City of Columbia, Missouri although not a covered entity under HIPAA, and the Department of Public health and Human Services, which is a covered entity under HIPAA, shall both be a "Business Associate" of DSS, as defined in the Code of Federal Regulations (CFR) at 45 CFR 160.103, and shall comply with the provisions of the Business Associate Agreement attached hereto as Attachment A. For purposes of the Business Associate Agreement, the term "contractor" shall refer to City of Columbia, Missouri, on behalf of its Department of Public Health and Human Services.

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

\_\_\_\_\_  
 Approval Signature for the Family Support Division

\_\_\_\_\_  
 Date

SEE ATTACHED SIGNATURE BLOCK

\_\_\_\_\_  
 City of Columbia, Missouri, on behalf of its  
 Department of Public Health and Human Services

\_\_\_\_\_  
 Date

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

\_\_\_\_\_  
 Date

CITY OF COLUMBIA, MISSOURI

By: \_\_\_\_\_

Mike Matthes, City Manager

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy Thompson, City Counselor

# Attachment A (For Informational Purposes Only)

## Tier One and Authorized Representative Process

