



North Carolina Department of Health and Human Services

PRESUMPTIVE ELIGIBILITY BY HOSPITALS PROVIDER AGREEMENT

STATE USE ONLY

- Initial Enrollment*
- Re-Enrollment*

1. Parties to the Agreement

This Presumptive Eligibility by Hospitals Agreement is entered into by and between the North Carolina Department of Health and Human Services, hereinafter referred to as the “Department,” and the below identified Provider, hereinafter referred to as the “Provider.”

2. General Statement of Purpose and Intent

This Agreement describes the terms and conditions and duties of the Parties when a Provider applies with the Provider Services Section of the Department’s Division of Health Benefits (“DHB”) to conduct presumptive eligibility determinations for the Medicaid program.

This Agreement shall be construed as supplementary to the terms and conditions of the Medicaid Provider Administrative Participation Agreement, except to the extent superseded by the specific terms of this Agreement. Except for Centers for Medicare and Medicaid Services regulatory and guidance publications or changes to Department policies communicated by the Department and its Divisions or its fiscal intermediary (currently CSC, or its successor), no alterations or modifications shall be made to the terms of the Agreement unless through a written amendment executed by both parties.

3. Provider Duties

The Provider shall:

1. Conduct presumptive eligibility determinations in compliance with all applicable Department Medicaid presumptive eligibility policies and procedures, standards set forth in the Presumptive Eligibility by Hospitals State Plan Amendment, and federal laws and regulations.
2. Require each hospital employee eligible to conduct presumptive eligibility determinations to remain current and comply with all applicable Presumptive Eligibility Standards.
3. Ensure that each staff person eligible to conduct presumptive eligibility determinations is a hospital employee and not a contractor.
4. Not delegate the authority to conduct presumptive eligibility determinations to another entity.

5. Require each hospital employee eligible to conduct presumptive eligibility determinations to complete Department-approved, preliminary and annual renewal training on Presumptive Eligibility policies and procedures.
6. Require each hospital employee eligible to conduct presumptive eligibility determinations to complete additional training on Presumptive Eligibility policies and procedures and implement a DHB-approved, three-month prospective corrective action plan in the event that DHB notifies the Provider that it is not in compliance with the Presumptive Eligibility Standards.
7. Use the North Carolina Families Accessing Services Through Technology (NC FAST) portal to submit an applicant's presumptive and regular Medicaid applications electronically unless the applicant requests a paper application form for the regular Medicaid application.
8. Not participate as an applicant's authorized representative on either a presumptive or a regular Medicaid eligibility application during the presumptive eligibility period.
9. Accept self-attestation from a presumptive eligibility applicant and shall not require verification documentation for a presumptive eligibility application.
10. Notify the presumptive eligibility applicant in writing and, if appropriate, verbally of the determination and the reason why an application is not approved, and that the applicant may submit a regular Medicaid application whether presumptive eligibility is approved.
11. Assist the presumptive eligibility applicant with completion and submission of a regular Medicaid application on the same day as the presumptive eligibility application.
12. Notify the applicant in writing and, if appropriate, verbally that approved presumptive eligibility will end on the last day of the month following the month in which the presumptive determination is made ("Presumptive Eligibility Period") or on the day that a regular Medicaid eligibility determination is made if the applicant submits a regular Medicaid application on or before the last day of the Presumptive Eligibility Period.

4. Department Duties

The Department agrees:

1. To provide paper copies of regular Medicaid applications to each Provider for distribution when an applicant requests a paper application or cannot complete an electronic application on the same day as a presumptive eligibility application because he cannot provide all verification documentation required for a regular Medicaid application.
2. To provide initial, interim [for new hospital employees], and annual renewal training and technical assistance on the Presumptive Eligibility policies and procedures.
3. To process and administer all Provider applications and notifications of change of ownership or designation of eligible hospital employee(s) to make presumptive eligibility determination(s).
4. To monitor and evaluate Provider compliance with the Presumptive Eligibility Standards, including but not limited to those requirements set forth in the Presumptive Eligibility by Hospitals State Plan Amendment for the percentage of regular Medicaid applications submitted by presumptive eligibility applicants and the percentage of regular

Medicaid applications submitted by presumptively eligible applicants that are determined eligible for Medicaid.

5. To notify the Provider in writing of its failure to comply with the Presumptive Eligibility Standards; and to notify the Provider in writing within ten (10) calendar days after the last day of the sixth consecutive month from the effective date of the Agreement and within ten (10) calendar days after the last day of the month for each subsequent retrospective six month period on a rolling basis if the Provider is not in compliance with the Presumptive Eligibility Standards.

6. To provide additional, interim training on Presumptive Eligibility policies and procedures and approve a three-month, prospective corrective action plan in the event that the Provider that is not in compliance with the Presumptive Eligibility Standards.

7. To notify the Provider in writing of disqualification from presumptive eligibility determination and termination of the Agreement within ten (10) calendar days after the last day of the third consecutive month of a corrective action plan period if the Provider remains non-compliant with the Presumptive Eligibility Standards.

5. Termination

Subject to applicable provisions of federal and State law:

- a. The Provider may terminate this Agreement without cause with thirty (30) calendar days' advance written notification to via NCTracks PresumptiveEligibility@gdit.com, at any time prior to receiving a notice that the Provider is not in compliance with the Presumptive Eligibility Standards. After terminating this Agreement without cause, the Provider will be ineligible to conduct presumptive eligibility determinations effective as of the date that NCTracks receives the written notification. The Provider may become eligible to conduct presumptive eligibility determinations at a future date by re-applying and emailing the Hospital Presumptive Eligibility Agreement and Attendance Register to NCTracks at PresumptiveEligibility@gdit.com, after executing a new Presumptive Eligibility by Hospitals Agreement, and completing all required training on Presumptive Eligibility policies and procedures.
- b. The Department may terminate this Agreement immediately upon the Provider's receipt of DHB's notice of disqualification via certified mail with return receipt requested when:
 1. The Provider fails to make presumptive eligibility determinations in accordance with the Presumptive Eligibility Standards; or
 2. The Provider fails to meet the Presumptive Eligibility Standards within six (6) consecutive months from the effective date of this Agreement or for any subsequent rolling six (6) month period; and
 3. The Provider does not achieve compliance with the Presumptive Eligibility Standards within three consecutive months of completing an additional training and implementing a Department-approved, corrective action plan.

A provider that is disqualified from conducting presumptive eligibility determinations shall not be eligible to re-apply as a qualified hospital unless it has a change of ownership as defined in N.C.G.S. §108C-10(a).

6. Assignment

The Provider may not assign this Agreement or any rights or obligations contained in this Agreement to a third party except as allowed by federal law.

7. Effective Date and Duration

This Agreement shall become effective on _____ (mm/dd/yyyy) and remain in effect until amended or terminated pursuant to the terms of this Agreement.

8. Signatories

Signature of Authorized Hospital Official Date

Printed Name and Title

Hospital Street Address

City State Zip Code

NC DHHS, Division of Health Benefits Authorized Representative Date