

**MEMORANDUM OF UNDERSTANDING  
AND  
AGREEMENT BETWEEN THE  
TEXAS HEALTH AND HUMAN SERVICES COMMISSION  
AND  
\_\_\_\_\_ COUNTY JAIL  
FOR  
MEDICAID ELIGIBILITY OF INDIVIDUALS  
CONFINED IN COUNTY JAILS**

This Memorandum of Understanding and Agreement (“MOU”), effective upon the signature date of the latter of the Parties to sign this agreement, is made and entered into by and between the Texas Health and Human Services Commission (“HHSC”) and \_\_\_\_\_ County Jail (the “County Jail”), also herein after referred to collectively as the “Parties”. The MOU may also be referred to as the “Agreement”.

**I. Introduction and Purpose**

Section 351.046 of the Local Government Code, gives a county jail the option to notify HHSC if a Medicaid recipient is confined to a county jail. Upon notification of an individual’s confinement, pursuant to Section 531.002 of the Government Code, and to the extent allowed by federal law, HHSC will suspend or terminate, as appropriate, the individual’s eligibility for Medicaid. Within two business days of HHSC’s receipt of notification of release of the individual from confinement, HHSC will reinstate the individual’s benefits, provided the individual’s eligibility certification period has not elapsed.

Reinstatement of benefits will allow HHSC to provide continuity of care for individuals who are released from a county jail.

**II. HHSC agrees to:**

**A. Provide the County Jail with:**

- 1) Training and protocol documentation for verification of health care coverage status for confined individuals, as well as for notification to HHSC of confinement and release;
- 2) Access to an electronic portal for verification of health care coverage status of confined individuals;
- 3) Access to a means of notification to HHSC of the confinement and release of individuals verified by the County Jail as Medicaid recipients;
- 4) Technical assistance in the access and use of the aforementioned means for health care coverage status verification and confinement status notifications.
- 5) A flyer that provides information about various channels an individual can use to confirm, or receive assistance with reinstatement of - or reapplication for - health care coverage, to be provided by the County Jail to individuals about whom the County Jail provided notification of confinement to HHSC, upon release or discharge.

**B. When notified by the County Jail of the confinement of an individual receiving HHSC health care coverage:**

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- 1) Suspend or terminate the individual's health care coverage, as appropriate.
  - 2) Within two business days of receipt of notification of release of the individual from confinement, reinstate the individual's Medicaid eligibility if the individual's certification period has not elapsed.
  - 3) Take all appropriate actions pertaining to the individual's health care coverage and benefits.
- C. Answer calls from individuals whose benefits were suspended or terminated under this arrangement, following their release from confinement, to confirm reinstatement of benefits or provide assistance with reinstatement of benefits, if applicable.
- D. Perform the duties and activities as more fully described in **Exhibit A** attached hereto and incorporated by reference into this Agreement.

### **III. The County Jail agrees to:**

- A. Complete all training modules offered by HHSC related to provision of services under this Agreement.
- B. Follow all HHSC-provided instruction regarding verification of health care coverage status for confined individuals and notification to HHSC of confinement and release of those individuals.
- C. Use an HHSC-provided secure file transfer protocol (FTP) website for all submission of confinement and release notification forms to HHSC.
- D. Notify HHSC of the confinement of an individual who the County Jail has verified as a Medicaid recipient, as soon as possible after the individual's thirtieth (30<sup>th</sup>) day of confinement.
- E. Notify HHSC of the release or discharge of an individual, the notification of confinement of whom the County Jail previously provided to HHSC, no later than forty-eight (48) hours after the individual's release or discharge from custody.
- F. Provide to individuals of whose confinement the County Jail notified HHSC a flyer that provides information about various channels an individual can use to confirm, or receive assistance with reinstatement of - or reapplication for - health care coverage, if applicable.
- G. Perform the duties and activities as more fully described in **Exhibit A** attached hereto and incorporated by reference into this Agreement.

### **IV. Data Security and Confidentiality Standards**

The Interagency Data Use Agreement (DUA) attached to this MOU as **Exhibit B** applies to all Confidential Information handled in carrying out this Agreement.

### **V. Costs**

Each Party will bear any costs related to its responsibilities in performance of this MOU.

### **VI. County Jail's Employees and Subcontractors**

- A. **Qualified Personnel:** All employees, and all other individuals, involved in providing services under the MOU must have sufficient qualification to perform the services defined by the MOU, and will be

expected to comply with all applicable state and federal laws and regulations with respect to privacy, security, and breach notification as set forth more fully in **Exhibit B** of the MOU.

- B. Subcontractors: The County Jail may subcontract with a third party to assist individuals with reinstating their benefits as allowed by Local Government Code §351.047, enacted by H.B. 337. The County Jail will be responsible for the proper performance of activities.

## **VII. Changes and Amendments**

This Agreement may be amended or modified only by a written agreement that is signed by an authorized representative of each of the Parties. Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in federal or state law or by regulations are automatically incorporated into this Agreement without written amendment hereto and will become effective on the date designated by such law or by regulation.

## **VIII. Miscellaneous**

- A. Each Party shall, to the extent allowed by the Texas Constitution, indemnify, defend, and hold harmless the other, its officers, agents and employees from any and all claims and losses accruing or resulting from any and all employees, or agents, performing work or services in connection with the performance of this MOU, and from any and all claims and losses accruing or resulting to any person, association, partnership, entity or corporation who may be injured or damaged by the performance or failure in performance of the MOU.
- B. If any Party, pursuant to the terms and conditions of the MOU, makes a request of the other Party for reports, documents, or performance of any duty or obligation imposed by the MOU, the requesting party shall give reasonable and adequate notice to the performing party and shall not make unreasonable demands regarding the time of the performance, nor the manner of delivery or formatting of documents and reports. In determining whether timeframes, requests, or notices are reasonable and adequate, consideration shall be given to the requesting Party's need for the reports, documentation, or performance, and any constraints that may be imposed on the requesting Party by others not a party of the MOU, as well as the amount of time and resources required of the performing Party, and other obligations of the performing Party.
- C. The Parties understand that execution and delivery of the MOU acts as acceptance of the authority of the State Auditor's Office ("SAO"), or any successor agency, to conduct an investigation in connection with this MOU. Further, the Parties shall cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all requested records.

## **IX. Termination of Agreement**

- A. This Agreement will remain in full force and effect until the termination date specified in **SECTION X, PERIOD OF AGREEMENT**, or terminated sooner under this Section.
- B. Upon mutual agreement of the Parties, any or all of the conditions or arrangements enacted by this Agreement may be terminated. If a Party desires to terminate or modify this Agreement, that Party will notify the other Party in writing and, within thirty (30) days, the representatives of the Parties will meet and arrange for a resolution of the request.
- C. In the event that federal or state laws or regulations should be amended or judicially interpreted to render the continued fulfillment of this Agreement by either party substantially unreasonable or

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impossible, then the Parties will be discharged from any further obligations under this Agreement, except for the equitable settlement of the respective accrued interests or obligations, subject to Article V., incurred up to the effective date of Agreement close-out.

**X. Period of Agreement**

This Agreement is effective upon the signature date of the latter of the Parties to sign this agreement, and will terminate on August 31, 2021. Thereafter, this Agreement shall automatically renew for successive two (2) year terms, unless terminated earlier pursuant to **SECTION IX, TERMINATION OF AGREEMENT**.

**XI. Attachments**

The following attachments are incorporated by reference in this MOU:

- A. Exhibit A - Plan of Operations
- B. Exhibit B - Data Use Agreement

All definitions in this MOU are also applicable to the above attachments.

**SIGNATURE PAGE FOLLOWS**

**This MOU is executed by the Parties in their capacities as stated below.**

**Texas Health and Human Services Commission**

\_\_\_\_\_ **County Jail**

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

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

Todd Byrnes

Printed Name: \_\_\_\_\_

Associate Commissioner, Access and  
Eligibility Services

Title: \_\_\_\_\_

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

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

**ATTACHMENTS FOLLOW**

SAMPLE

**EXHIBIT A**  
**PLAN OF OPERATIONS**

The Texas Health and Human Services Commission (HHSC) and the participating county jail acknowledge and agree that this Plan of Operations seeks to carry out the requirements of Section 351.046, Local Government Code, and this Agreement. This plan may be revised and updated as deemed necessary. The Parties shall document and date such revisions to maintain an accurate record of the development of the plan.

**I. PROVISION OF TRAINING AND PROTOCOL DOCUMENTATION BY HHSC**

HHSC shall make available to the county jail training modules and protocol documentation, via HHSC's public website at <https://hhs.texas.gov>. The county jail will be able to freely access these materials at the convenience of its participating staff.

All participating staff will complete all training modules and review all protocol documentation provided by HHSC prior to taking part in activities related to the fulfillment of this Agreement. Requirements will include:

- Completion of the "County Jail Reporting Requirements Training" training module;
- Review of the "Notification of Confinement and Release (HB 337)" protocol documents; and
- Review of the "Information About Medicaid" flyer.

The public website section that contains the training modules and protocol documentation will include the downloadable:

- "Notification of Confinement and Release Form (HB 337)", which the county jail is to use to notify HHSC of the confinement and release of individuals who the county jail has verified as Medicaid recipients (see **SECTION IV** and **SECTION VII**, below); and
- "Information About Medicaid" flyer, which the county jail is to provide to individuals the notification of confinement of whom the county jail previously provided to HHSC, upon their release or discharge from custody (see **SECTION VI**, below).

**II. PROVISION OF HHSC SYSTEM ACCESS BY HHSC**

Following completion of all required training by participating county jail staff, HHSC will provide official, non-transferrable access to its Texas Integrated Eligibility Redesign System (TIERS) to those staff. In order to provide this access, HHSC will facilitate a number of specific communication and verification steps as follows:

- *TIERS provisioning Step 1*
  - Submission of Form 4743A, TIERS Security Role Assignment Request, which the county jail is required to provide to HHSC in order to request TIERS access, to [AES\\_CountyJailReporting\\_HB337@hhs.state.tx.us](mailto:AES_CountyJailReporting_HB337@hhs.state.tx.us);
- *TIERS provisioning Step 2*
  - Submission of Form HHS AUA, Health and Human Services Acceptable Use Agreement, which the county jail is required to complete and provide to HHSC, and

which informs the user of responsibilities regarding access to and use of HHSC confidential information and resources, to [AES\\_CountyJailReporting\\_HB337@hhsc.state.tx.us](mailto:AES_CountyJailReporting_HB337@hhsc.state.tx.us)

- *TIERS provisioning Step 3*
  - Once the TIERS user account has been created, the county jail staff which requested access is sent an automatic secured email from HHSC containing their unique TIERS username and temporary password.
  - Staff must logon to TIERS at least once every 90 days to prevent access suspension.

### **III. VERIFICATION OF MEDICAID STATUS BY THE COUNTY JAIL**

The county jail shall verify Medicaid status for confined individuals within thirty (30) days of confinement. The verification will take place in accordance with training and protocol documentation provided to the county jail by HHSC.

### **IV. NOTIFICATION OF CONFINEMENT BY THE COUNTY JAIL**

The county jail shall notify HHSC of the confinement of an individual who the county jail has verified as a Medicaid recipient, as soon as possible after the individual's thirtieth (30<sup>th</sup>) day of confinement. The notification shall be provided using the "Notification of Confinement and Release (HB 337)" form, found on the HHSC website. Once the downloaded form is completed, it must be uploaded to a secure file transfer protocol (FTP) website as instructed by HHSC.

The submitted form must include the following information:

- First Name and Last Name of the confined individual;
- Social Security Number (SSN) of the confined individual;
- Date of Birth (DOB) of the individual confined;
- Race/Ethnicity of the individual confined;
- Gender of the individual confined;
- Report Type {Confinement / Release};
- Report Date;
- Confinement Date;
- Release Date (if applicable);
- Facility Name, Address, and Phone Number;
- HHSC-Jail Identifier number [last five digits of this Agreement number]; and
- Full Name, Title, and Contact Information of the individual completing the form.

The following individuals will not be reported by the county jail:

- Individuals whose confinement lasts less than 30 days;
- Individuals receiving Supplemental Security Income (SSI) from the Social Security Administration; and
- Individuals under the conservatorship of the Department of Family and Protective Services.

### **V. HHSC RESPONSE TO NOTIFICATION OF CONFINEMENT**

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Upon notification of an individual's confinement, HHSC will suspend or terminate, as appropriate, the individual's health care coverage for the period that the individual remains confined in the county jail, until HHSC is notified of the individual's release from confinement (see **SECTION VII**, below).

#### **VI. PROVISION OF HHSC CONTACT INFORMATION TO RELEASED INDIVIDUALS**

Upon release of an individual whose notification of confinement the county jail previously provided to HHSC, the county jail will provide the individual with the "Information About Medicaid" flyer, which provides information about various channels that an individual can use to confirm, or receive assistance with reinstatement of - or reapplication for - the individual's Medicaid benefits, if applicable.

#### **VII. NOTIFICATION OF RELEASE BY THE COUNTY JAIL**

The county jail shall notify HHSC of the release or discharge of an individual whose notification of confinement the county jail previously provided to HHSC, no later than forty-eight (48) hours after the individual's release or discharge from custody. The notification shall be provided using the same "Notification of Confinement and Release (HB 337)" form as is used for notification of confinement (see **SECTION III**, above.) Once the downloaded form is completed, it must be uploaded to a secure file transfer protocol (FTP) website as instructed by HHSC.

#### **VIII. HHSC RESPONSE TO NOTIFICATION OF RELEASE**

Within two business days of receipt of notification of release of the individual from confinement, HHSC will reinstate the individual's Medicaid eligibility if the individual's certification period has not elapsed.

#### **IX. NOTIFICATION OF PARTICIPATING STAFF CHANGES BY THE COUNTY JAIL**

Within forty-eight (48) hours of the discontinuance of a staff's participation, the county jail must notify HHSC using Form 4743A, so that HHSC can withdraw the staff's access to TIERS. This form must be submitted to [AES\\_CountyJailReporting\\_HB337@hhsc.state.tx.us](mailto:AES_CountyJailReporting_HB337@hhsc.state.tx.us) for processing.

As described in **SECTION I**, above, prior to the replacement of the discontinuing staff's participation, any newly participating staff are required to complete all training modules and review all protocol documentation provided by HHSC prior to taking part in activities related to the fulfillment of this Agreement.

#### **X. TECHNICAL ASSISTANCE REQUESTS BY THE COUNTY JAIL**

In order to request technical assistance with any aspect of its staff's participation in activities related to the fulfillment of this Agreement, the county jail will submit inquiries to the following email address: [AES\\_CountyJailReporting\\_HB337@hhsc.state.tx.us](mailto:AES_CountyJailReporting_HB337@hhsc.state.tx.us).

**EXHIBIT B**  
**DATA USE AGREEMENT**

SAMPLE