



## **MEMORANDUM OF UNDERSTANDING FOR MEDICARE PARTNERS / SENIOR PARTNERS CARE PROGRAM**

This Memorandum of Understanding is entered into as of \_\_\_\_\_, 2022  
[“Effective Date”] between Senior Community Services [“SCS”], Seven County Senior Federation  
[“SCSF”], and \_\_\_\_\_ [“Health Care Provider”].

### **RECITALS**

WHEREAS, Medicare Partners is the current name for a program that was formerly known as Senior Partners Care [“SPC”].

WHEREAS, Medicare Partners [“MP”] is a community service program with the purpose of making health care more accessible to low-income Medicare beneficiaries.

WHEREAS, SCSF and SCS each independently administer the program for their respective regions, as indicated on the map attached as Exhibit A.

WHEREAS, Health Care Provider desires to cooperate with SCSF and SCS to make Health Care Provider’s charity care practices available to MP enrollees.

NOW, THEREFORE, the parties desire to enter into this Memorandum of Understanding pursuant to the terms and conditions below.

### **I. CONSIDERATION FOR WAIVER OF COPAYMENTS**

Health Care Provider acknowledges that the purpose of MP is to make health care more accessible to low-income Medicare beneficiaries. Health Care Provider also acknowledges that all MP enrollees must have incomes under a certain threshold and that the financial status of certain MP enrollees may make them eligible for a waiver of Medicare Part A deductibles and co-payments and/or Part B deductibles and co-payments under Health Care Provider’s charity care and/or related policies. Health Care Provider therefore agrees to treat enrollment status as an indicator of financial need in its consideration of individual MP enrollees for waiver of deductibles and co-payments on Medicare-approved services. Health Care Provider will waive an MP enrollee’s deductible and/or co-payment if Health Care Provider makes a determination that the enrollee’s financial status justifies such waiver. Payments made by insurance or by Medicare directly to the patient for clinical or medical services shall be rendered by the patient to Health Care Provider.

### **II. HEALTH CARE PROVIDER RESPONSIBILITIES**

During the term of this Memorandum of Understanding, Health Care Provider shall:

- A. Acknowledge an MP membership card provided to a patient pursuant to Section IV(B) as evidence that a patient's income does not exceed two hundred (200%) of the Federal Poverty Guidelines.
- B. Consider MP enrollees for waiver of deductibles and co-payments.
- C. Make individualized determinations of each MP enrollee's financial status to determine whether Health Care Provider will voluntarily waive deductibles and co-payments.
- D. Comply with all applicable state and federal regulations, including HIPAA data privacy laws, pertaining to MP enrollees receiving clinical or medical services from Health Care Provider.
- E. Notify and update SCSF or SCS, depending on the region in which Health Care Provider is located, of a primary billing contact for the Health Care Provider, consisting of a contact name, title and telephone number.
- F. Inform its physicians and specialists of the income requirements of the MP program to take into consideration when determining whether waiver of a deductible or co-payment is appropriate.
- G. Agree to be cited as a Health Care Provider who recognizes the financial status of MP enrollees in MP publicity.

### **III. SCSF AND SCS RESPONSIBILITIES**

During the term of this Memorandum of Understanding, SCSF and SCS shall each individually, with regard to the enrollees in their respective regions as indicated on Exhibit A:

- A. Certify on a rolling, annual basis the continued eligibility of individual enrollees, maintaining all MP applications as well as the supporting financial statements for a minimum of six (6) years after submission.
- B. Provide each certified enrollee with a card identifying the individual as a member of MP, identifying the date the enrollee was first eligible for MP, and identifying the expiration date of current eligibility.
- C. Notify and update at reasonable intervals the Health Care Provider billing contact about current certified program enrollees who have elected to receive clinical or medical services from the Health Care Provider. Such notification will consist of the certified enrollee first name, last name, MP card number, eligibility start date, and expiration date.
- D. Educate the public about MP and inform newly certified enrollees that MP providers recognize MP enrollment as one indicator of financial status.
- E. Educate health professionals about the MP program and the benefits of being an MP provider.
- F. Verify the eligibility of individual enrollees when questions arise.

### **IV. PROGRAM ELIGIBILITY**

- A. During the term of this Memorandum of Understanding, SCSF and SCS shall utilize the following screening criteria for each MP applicant:
  - (1) Applicant seeks care within the SCSF/SCS region, as applicable; and
  - (2) Applicant has both Medicare Part A and Part B; and
  - (3) Applicant is NOT eligible for nor enrolled in Medical Assistance (Medicaid); and
  - (4) Applicant is NOT enrolled in a Medicare Advantage plan (HMO, PPO, PFFS, MSA); and

- (5) Applicant is NOT enrolled in a Medicare Cost plan; and
- (6) Applicant is NOT eligible for nor enrolled as a Qualified Medicare Beneficiary [QMB]; and
- (7) Applicant is NOT enrolled in a Medicare supplement (Medigap) insurance policy; and
- (8) Applicant income does NOT exceed two hundred (200) percent of Federal Poverty Guidelines; and
- (9) Value of applicant's liquid assets (excludes homestead and one automobile) does NOT exceed a poverty level equal to two hundred (200) percent of household annual income for a family of four.

B. The parties agree and acknowledge that MP is not insurance, nor is it a health maintenance organization (HMO), nor an indemnification mechanism. No entitlement is intended nor created under MP. Furthermore, no premiums are collected for MP enrollees.

C. Health Care Provider will consider the eligibility requirements listed in Section (A) above when determining whether an MP enrollee's financial status makes him or her eligible for a waiver of co-payments or deductibles.

## **V. NOTIFICATION OF EXISTING ENROLLEES**

Current MP enrollees will be notified by SCSF or SCS, as applicable, of the existence of this Memorandum of Understanding, the procedures for utilizing the program, and Health Care Provider's willingness to consider MP enrollment as an indicator of financial status.

## **VI. INDIVIDUAL DETERMINATION**

The parties acknowledge that the decision to waive a deductible or co-payment is a decision that shall be made by the Health Care Provider based on an individualized determination of the enrollee's financial need. Nothing in this Memorandum of Understanding requires the Health Care Provider to waive the deductible or co-payment of an enrollee whose financial status the Health Care Provider determines does not warrant such waiver.

## **VII. INDEMNIFICATION**

Each party will be responsible and assume liability for its own acts or omissions while performing any services under this contract. In the event that a claim is made against any of the parties for acts or omissions of another of the parties, it is the intent of those parties to cooperate in the defense of said claim and to cause their insurers to do likewise, if possible.

## **VIII. TERM OF AGREEMENT**

This Memorandum of Understanding shall be automatically renewed on an annual basis from the date of signing, unless terminated upon 60 days' notice to the other parties.

## **IX. MODIFICATIONS**

This Memorandum of Understanding may be modified at any time upon the mutual written consent of all the parties.

**X. ENTIRE AGREEMENT**

This Memorandum of Understanding supersedes and replaces any and all prior agreements and constitutes the entire agreement between the parties relating to the subject matter herein.

**XI. COUNTERPARTS**

This Memorandum of Understanding may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one instrument.

The parties have entered into this Memorandum of Understanding as of the Effective Date.

SEVEN COUNTY SENIOR FEDERATION:

X

\_\_\_\_\_

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

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

SENIOR COMMUNITY SERVICES:

X

\_\_\_\_\_

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

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

**Name of Partner Provider here**

X

\_\_\_\_\_

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

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

For Office Use only:

Original document filed at:

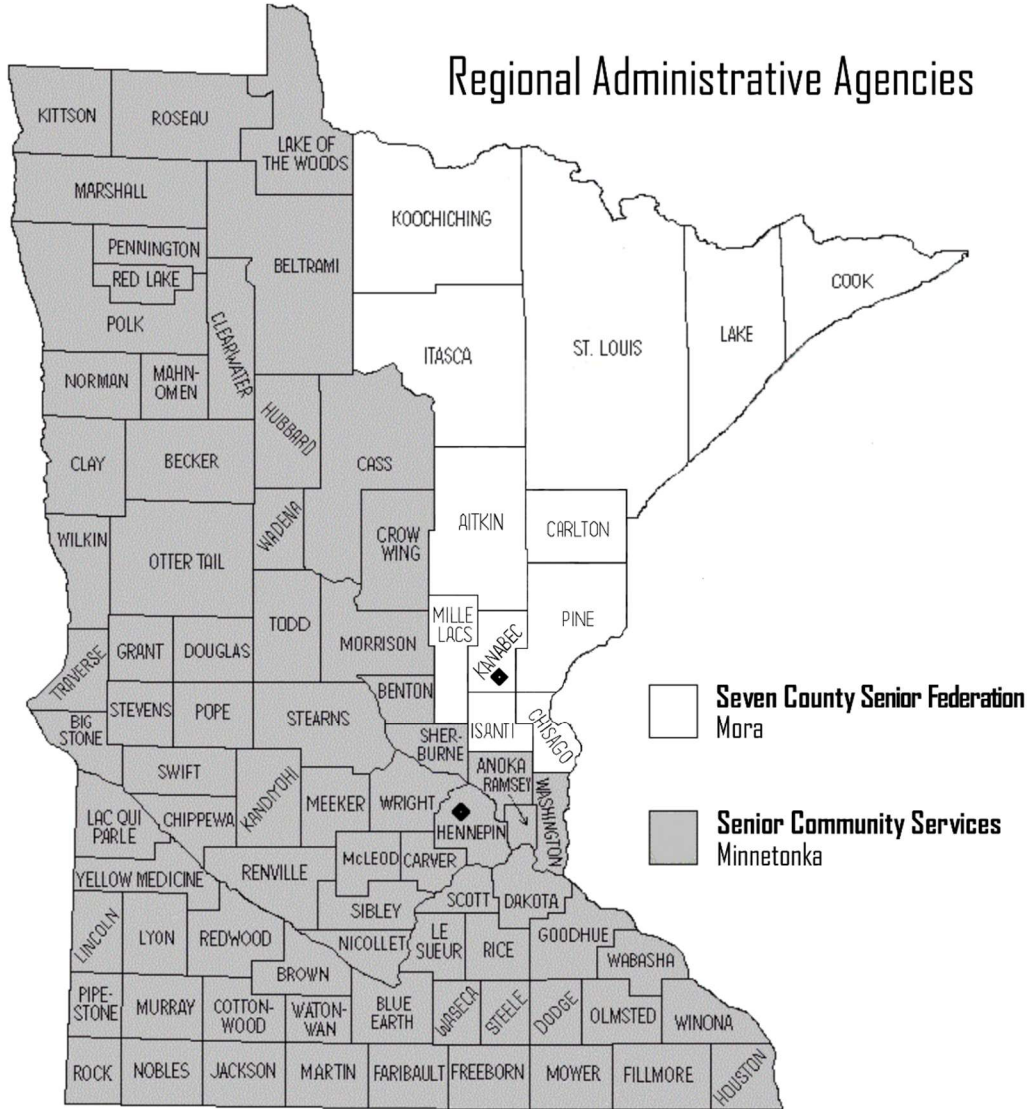
Date entered in database:

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

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

Exhibit A  
Medicare Partners Regional Map

**Medicare Partners (formerly known as Senior Partners Care)**



5/1/2021 Revision