

**Participation Agreement
Between
Alabama Care Network Southeast
And
Delivering Health Care Professional**

THIS AGREEMENT is entered into as of _____ between Alabama Care Network Southeast, hereinafter referred to as the “Entity”, and _____, hereinafter referred to as the “Delivering Health Care Professional or DHCP”, located in the City of _____, County of _____, State of Alabama.

WHEREAS, the Entity has been selected to operate as an Alabama Coordinated Health Network Entity pursuant to a CMS 1915(b) Waiver with the Alabama Medicaid Agency, hereinafter referred to as the “Agency”; and

WHEREAS, the Alabama Coordinated Health Network, hereinafter referred to as the “ACHN”, is designed to provide maternity care coordination services to Medicaid recipients through the collaborative efforts of the Agency, the Entity, and the DHCP; and

WHEREAS, the Agency has contracted with the Entity to administer and manage maternity care coordination services in a designated region to improve maternal and child health outcomes; and

WHEREAS, the DHCP is eligible for participation in the Alabama Medicaid program and has a current and active Alabama Medicaid Provider Agreement; and

WHEREAS, the DHCP desires to contract and actively participate with Entity and participate in the ACHN by working collaboratively with the Entity and the Agency to help coordinate the maternity health care services for each Medicaid recipient, as defined by the Agency, who elects to receive services from the DHCP. Maternity health care services include, but are not limited to, comprehensive health care services to pregnant woman and after delivery services to encourage and educate recipients in the use of family planning and pediatric services.

NOW, THEREFORE, it is agreed between the Entity and the DHCP as follows:

Section 1 – General Statement of Purpose and Intent

The ACHN is defined by the federal government and the Agency as a voluntary Medicaid program that provides care coordination for recipients to achieve improved health outcomes and to minimize duplication of health care services and costs. It is designed to add an additional level of support to DHCP by intensively coordinating the care of maternity recipients.

Maternity care coordination in the ACHN is accomplished by, among other services, managing patient-centered care through best practices, connecting recipients with needed resources, teaching self-management skills, providing transitional care, and linking recipients to medical and behavioral services.

Section 2 - Active Participation Activities of the DHCP

In addition to DHCP's responsibilities under the Alabama Medicaid Provider Agreement, the DHCP agrees to Actively Participate with the Entity. The minimum responsibilities required of the DHCP to achieve Active Participation are:

1. Providing data to the Entity;
2. Participating in the development of the recipient's care plan; and
3. Participating in the DHCP selection and referral process.

DHCP understands payment for maternity related claims is dependent upon:

- 1. DHCP receiving a referral from the Entity to provide services; and**
- 2. Active Participation with the Entity.**

Section 3 – Duties and Responsibilities of the DHCP

The DHCP agrees to:

1. Provide, directly or through Entity approved arrangements with another DHCP, on a 24 hour basis, appropriate emergency care services to recipients.
2. Maintain admitting privileges at licensed acute care hospital that provides obstetrical services.
3. Maintain an integrated medical record and allow the Entity access to that record to coordinate patient care.
4. Review data provided by the Entity and the Agency and participate as needed in any initiatives or trainings as part of the Quality Improvement Program (as defined in the Alabama Coordinated Health Network RFP Number 2019-ACHN-01).
5. Ensure appropriate access to care by providing timely appointments.
6. Provide appropriate referral processes and communications with non-DHCP specialists.

Nothing in this Agreement shall interfere with or supersede DHCP's obligation to provide health care services to Medicaid recipients under separate agreements with the Agency.

<i>Section 4 – Duties and Responsibilities of the Entity</i>
--

The Entity shall provide:

1. Assistance with establishing Medicaid eligibility for potential recipients by providing access to certified application assisters to help potential recipients apply for and obtain Medicaid eligibility by assisting with the application process and monitoring the process until conclusion.
2. A care coordinator who shall serve as the liaison between the DHCP, pharmacist, other providers, and the recipient as needed.
3. Assistance to coordinate services for recipients with other medical providers, substance abuse providers, behavioral health providers, agencies, and care managers with the Entity to ensure timely delivery of services, to improve health care efficiency, and to improve quality of care.
4. Collaboration in the development of individualized care plans and goals identified by the DHCP and the recipient.
5. Education, training and technical assistance regarding the ACHN.
6. Clinical and administrative leadership and technical support to design, develop and implement new clinical care management initiatives.
7. Periodic reports concerning the DHCP's recipients and the ACHN, including Medical Management Committee (as defined in the Alabama Coordinated Health Network RFP Number 2019-ACHN-01) reports and reports from the Agency.
8. Measures for the DHCP and the ACHN, and data relating to service utilization by the recipients as well as updates about the DHCP's progress toward goals and measures.

<i>Section 5 – General Terms and Conditions</i>

1. Non-Discrimination: The DHCP shall comply with all applicable federal and state laws which prohibit discrimination on the grounds of race, creed, sex, religion, national origin, or physical or mental handicap.
2. Transfer of Agreement: This Agreement may not be assigned, in whole or in part, by the DHCP.

3. Contract Termination: This Agreement may be terminated under the following conditions:
 - a. Automatically upon termination of the DHCP's Alabama Medicaid Provider Agreement for any reason;
 - b. Automatically upon termination of the Entity's Alabama Coordinated Health Network Agreement with the Agency;
 - c. Immediately, as to the DHCP or any health care provider employed or under contract by DHCP, upon a revocation of such DHCP's employee's, contractor's, or agent's license to practice medicine in the State of Alabama, a revocation of such DHCP's employee's, contractor's, or agent's enrollment as a participating provider under Title XIX (Medicaid) of the Social Security Act, and/or cancellation of such DHCP's employee's, contractor's, or agent's medical liability insurance;
 - d. By either party without cause upon at least ninety (90) days' notice;
 - e. By either party, with cause upon sixty (60) days' notice, in writing, and delivered by registered mail with return receipt requested or in person; or
 - f. By mutual consent of both parties.

4. Amendments: No supplements, modifications, or amendments of the Agreement will be binding unless executed in writing by both parties.

5. Indemnifications: DHCP shall reimburse, defend, indemnify, and hold harmless Entity and Entity's affiliates, partners, shareholders, members, owner, directors, managers, officers, employees, contractors and agents for, from, and against any and all claims, damages, losses, deficiencies, liabilities, penalties, charges, costs, and expenses (including attorney's fees) resulting from, relating to, or arising out of, (i) any failure by DHCP (or any contractor or agent of DHCP) to comply with the terms and conditions of the Agreement, and (ii) any act or omission of DHCP or its employees, contractors, or agents.

6. Affiliated Entities: Both parties understand that only one agreement is necessary for the DHCP to participate with all ACHN Entities operating in the state. A list of all ACHN Entities is attached as Attachment A.

<i>Section 5 – Effective Date and Duration</i>
--

This Agreement shall become effective on _____ and remain in effect until amended or terminated pursuant to the terms of this Agreement.

Section 6 - Signatures

Delivering Health Care Professional

Alabama Care Network Southeast

Signature

Signature of Authorized Official

Name of Group

Date

Date

Entity Email Address

Alabama Medicaid Group Billing ID

Mailing Address

Group Email Address

Attachment A

This Attachment A lists the Alabama Coordinated Health Network Entities that have been awarded an intent to contract with the Alabama Medicaid Agency to operate an Entity pursuant to a CMS 1915(b) Waiver. The Entities that have been awarded an intent to contract are:

My Care Alabama Northwest, Inc.

North Alabama Community Care

My Care Alabama East, Inc.

Alabama Care Network Mid-State

My Care Alabama Central, Inc.

Alabama Care Network Southeast

Gulf Coast TotalCare