

**Participation Agreement
Between
Alabama Care Network Southeast
And
Primary Care Physician Group**

THIS AGREEMENT is entered into as of _____ between Alabama Care Network Southeast, hereinafter referred to as the “Entity”, and _____, hereinafter referred to as the “Group”, 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 care coordination services to Medicaid recipients through the collaborative efforts of the Agency, the Entity, and the Group; and

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

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

WHEREAS, the Group 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 health care services for each Medicaid recipient, as defined by the Agency, who elects to receive services from the Group.

NOW, THEREFORE, it is agreed between the Entity and the Group 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 Group by intensively coordinating the care of recipients.

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.

<i>Section 2 - Active Participation Activities of the Group</i>

In addition to Group's responsibilities under the Alabama Medicaid Provider Agreement and the Alabama Medicaid Primary Care Physician Group Agreement, the Group agrees to actively participate with the Entity. Active Participation is defined as performing the following activities:

1. The Group participates as needed in the Entity's multidisciplinary care team and the development of individualized and comprehensive care plans;
2. Over a twelve (12) month period, the Group participates in-person in at least two (2) quarterly Medical Management Meetings and one webinar/facilitation exercise with the Entity's Medical Director. Attendance requirements can be met by having one primary care physician, Nurse Practitioner, or Physician Assistant from the Group attend;
3. The Group participates in program initiatives centered around quality measures; and
4. The Group reviews data provided by the Entity to help achieve Agency and Entity quality goals.

Additionally, the Group agrees to:

1. Provide voice to voice access for medical advice and care for recipients on a twenty-four (24) hours a day and seven (7) days a week basis.
2. Establish and maintain hospital admitting privileges or have a formal agreement with a hospitalist group or another physician or group for the management of inpatient hospital admissions that addresses the needs of all recipients under the care of the Group.
3. Comply with the policies and procedures developed by the Entity's Medical Management Committee (as defined in the Alabama Coordinated Health Network RFP Number 2019-ACHN-01) to effectively manage the quality, utilization, and cost of services, including but not limited to the following:
 - a. Inpatient admissions;
 - b. Emergency department visits;
 - c. Specialty and ancillary referrals;
 - d. Early detection and health promotion;
 - e. Chronic diseases;
 - f. At risk patients; and
 - g. Pharmacy prescribing patterns
4. Maintain an integrated medical record and allow the Entity access to that record to coordinate patient care.

5. 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).
6. Work with the Entity's pharmacist to help manage patient pharmaceutical issues by responding to the pharmacist's assessment of any problems with medications prescribed versus medications filled/taken.
7. Ensure appropriate access to care by providing timely appointments.
8. Provide appropriate referral processes and communications with non-primary care specialists.

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

<i>Section 3 – Duties and Responsibilities of the Entity</i>
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The Entity shall provide:

1. A care coordinator who shall serve as the liaison between the Group, pharmacist, other providers, and the recipient as needed.
2. 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.
3. Collaboration in the development of individualized care plans and goals identified by the Group and the recipient.
4. Education, training and technical assistance regarding the ACHN.
5. Clinical and administrative leadership and technical support to design, develop, and implement new clinical care management initiatives.
6. Periodic reports concerning Group's recipients and the Entity, including Medical Management Committee (as defined in the Alabama Coordinated Health Network RFP Number 2019-ACHN-01) reports and reports from the Agency.
7. Measures for the Group and the ACHN, and data relating to service utilization by the recipients as well as updates about the Group's progress toward goals and measures.

<i>Section 4 – General Terms and Conditions</i>

1. Non-Discrimination: The Group 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 Group.
3. Contract Termination: This Agreement may be terminated under the following conditions:
 - a. Automatically upon termination of the Group's Alabama Medicaid Provider Agreement for any reason;
 - b. Automatically upon termination of the Group's Alabama Medicaid Primary Care Physician Group Agreement for any reason;
 - c. Automatically upon termination of the Entity's Alabama Coordinated Health Network Agreement with the Agency;
 - d. Immediately, as to the Group or any health care provider employed or under contract by Group, upon a revocation of such Group's employee's, contractor's, or agent's license to practice medicine in the State of Alabama, a revocation of such Group'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 Group's employee's, contractor's, or agent's medical liability insurance;
 - e. By either party without cause upon at least ninety (90) days' notice;
 - f. 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
 - g. 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:** Group 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 Group (or any contractor or agent of Group) to comply with the terms and conditions of the Agreement, and (ii) any act or omission of Group or its employees, contractors, or agents.

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

Section 5 – Effective Date and Duration

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

Section 6 - Signatures

Primary Care Physician Group

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