

**MEMORANDUM OF UNDERSTANDING
BETWEEN
ALABAMA DEPARTMENT OF REHABILITATION SERVICES
AND
THE ALABAMA MEDICAID AGENCY**

THIS AGREEMENT is effective the 1st day of March, 2019, by and between, the Alabama Medicaid Agency (hereinafter referred to as Medicaid) and Alabama Department of Rehabilitation Services/Children's Rehabilitation Services (hereinafter referred to as Contractor), regarding administering the Program for Children with Special Health Care Needs in the State of Alabama; and

WHEREAS, the Contractor and Medicaid, hereby agree as follows:

WHEREAS, the undersigned, Contractor, has been designated as the agency to administer the Program for Children with Special Health Care Needs in the State of Alabama under Title V of the Social Security Act, and desires to participate in the Medicaid Program and requests the Medicaid Agency reimburse Contractor for the cost of services furnished to recipients by or through Contractor in accordance with 42 C.F.R. Section 431.615 (c)(4); and

WHEREAS, it is the desire of the Contractor and Medicaid, two agencies of the State of Alabama, to enter into this agreement in order to improve health status of children, birth through age twenty, by providing preventive services, health assessment, treatment and follow-up services through a comprehensive continuum of care that emphasizes the establishment of an ongoing provider-patient relationship; and,

WHEREAS, the State Plan under title XIX of the Social Security Act provides for reimbursement of the services;

NOW, THEREFORE, the parties to this agreement hereby agree that Contractor shall participate in the Alabama Medicaid Program for the purpose of providing services and/or goods pursuant to Title XIX of the Social Security Act, as amended, and under the terms and conditions set forth herein.

1. This agreement supersedes any and all previous agreement between the parties. All prior agreements are hereby terminated.
2. Contractor shall comply with all the applicable provisions of the Alabama State Plan for Medical Assistance under title XIX of the Social Security Act, as amended, (hereinafter called the State Plan), and shall follow the procedures established in the Provider Manual for providing services under the Medicaid program. Contractor shall comply with all relevant Federal and State laws and regulations and shall follow the best professional practices consistent with reasonable economy.
3. This agreement is deemed to include the applicable provisions of the State Plan, the Alabama Medicaid Agency Administrative Code, the Provider Manual for Children's Rehabilitation Services, and all State and Federal laws and regulations. If this agreement is deemed to be in violation of any of said provisions, then this agreement is deemed amended so as

to comply therewith. Invalidity of any portion of this agreement shall not affect the validity, effectiveness, or enforceability of any other provision.

4. Contractor shall comply with Titles VI and VII of the Civil Rights Act of 1964, the Federal Age Discrimination Act, and Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and with all applicable federal and state laws, rules, and regulations implementing the foregoing statutes.

5. Contractor will, to the extent allowable by law, fully reimburse Medicaid for any penalties, disallowances, or other recoupment of funds from Medicaid by the federal government, as a result of any condition of non-compliance with federal program requirements, when non-compliance is due to any erroneous or insufficient action or inaction by Contractor. Contractor further agrees to reimburse any documented extraordinary expenses incurred by Medicaid, including staff time and other costs of adjusting claims, resulting from such action or inaction, when such expense is incurred due to necessary corrective actions in response to actual or potential federal recoupment.

6. Clinic services include preventive, diagnostic, therapeutic rehabilitative or palliative items or services that are provided in a clinic setting that is not part of a hospital but is organized and operated to provide medical care to outpatients. These clinic services shall only be furnished by or under the direction of a physician. The Contractor must ensure that each eligible child receives all the clinic services contained in the patient care plan, that such services are medically necessary, and that they are administered by providers who meet the professional qualifications for the service being rendered and who are eligible for enrollment in Title XIX Programs. The Contractor shall follow guidelines established in Medicaid's Provider Manual for Children's Rehabilitation Service.

7. Clinics include only those described in the Provider Manual such as: amputee, arthritis, augmentative communications/technology, cerebral palsy (includes neuro-ortho clinic), cleft palate, craniofacial, cystic fibrosis, cystic fibrosis (newborn), dentistry, eye, feeding (OT/SLP), genetics, hand, hearing, hearing aid, hearing assessment, hemophilia, infant/toddler evaluation, limb deficiency, multiple disabilities, neurology (includes pediatric assessment and pediatric neurology clinics), neuromotor, neurosurgery, orthopedic, pediatric evaluation, pediatric orthopedic specialty, pediatric surgery, scoliosis, seating, positioning & mobility, seizure, speech pathology, spina bifida (includes multi-specialty clinic, spinal deformity, teen transition, and urology).

8. Types of services provided in clinics include only those services described in the Provider Manual such as: prescriptions for services or medications, diagnosis of medical condition, completion of durable medical equipment assessments, development of a patient care plan, therapy services (physical, occupational, speech/hearing), nursing and social work services, patient/parent education, audiology services, physician services, multidisciplinary evaluations, case management, orthotic, prosthetic, optical and hearing aid services.

9. The Contractor also provides nonclinic services, which are defined as those services which are purchased through the Contractor on behalf of Medicaid eligible patients. These services are listed in the Provider Manual and include such things as radiology, hemophilia drugs, occupational therapy, physical therapy, speech therapy, hearing aids, hearing aid ancillary services, and orthodontic services. Refer to the Provider Manual for Children's Rehabilitation Service.

10. Payment by Medicaid for services furnished under this agreement shall be made in accordance with applicable State and Federal laws, regulations and limitations. Contractor must keep complete records to ensure that charges billed to Medicaid are based upon the actual allowable documented costs of the provider. Such records must be kept in a form that will facilitate the establishment of an audit trail in the event such items are audited.

11. Contractor will be required to pay Medicaid monthly, upon receipt of an invoice from Medicaid, the state share of the Contractor's costs associated with providing clinic services for Medicaid eligible recipients regardless of what agency certifies their Medicaid eligibility. The physician and certified nurse practitioner payment portion of the encounter rate will be deducted from the amount from which the current state share is based.

12. Nonclinic/Purchased Services—the Contractor shall file under a separate NPI provider number for nonclinic/purchased services. Reimbursement rates are reasonable and consistent with rates paid to the general Medicaid provider population and will not exceed the prevailing charges in the locality for comparable services under comparable circumstances as provided for in 42 C.F.R 447.325. The Contractor shall bill for nonclinic/purchased services as described in the Provider Manual for Children's Rehabilitation Service.

13. Evaluation of swallowing function and oral function therapy can be utilized by Children's Rehabilitation Service's therapists and Children's Rehabilitation Service's contracted therapists in treating Medicaid eligible Children's Rehabilitation Service's recipients when medically necessary. These two services will be considered for payment when provided by qualified therapists as outlined above as a pass through cost in the Contractor's cost report. The line on the cost report shall be titled, "Swallowing Evaluation and Therapy." A list must be maintained of recipient name, Medicaid number, date(s) of service and rendering provider.

14. Administrative/Indirect Costs—Contractor's administrative overhead will be addressed in the Provider Manual for Children's Rehabilitation Service.

15. Medicaid agrees the Contractor may submit claims for covered services by use of electronic claims submission.

16. The Contractor hereby agrees to establish and maintain on file the signature of each recipient of services furnished by the Contractor, or when applicable the signature of a responsible person on behalf of said recipient. Said signature shall be maintained for each claim submitted consistent with Alabama Medicaid Administrative Code.

17. The Contractor shall retain and maintain detailed records, including original source documents which shall fully disclose the nature and extent of the services as reflected in the electronic media claims submitted for the time period.

18. The Contractor hereby certifies that the service described on the electronic media claim was personally rendered by the provider of service or under his personal direction. Contractor further certifies that said service was medically necessary for the diagnosis and treatment of the condition as indicated by the diagnosis and shall maintain medical records, including source documents to verify such.

19. Medicaid will make payment to Contractor, the grantee as allowed under 42 C.F.R. Section 431.615 (c) (4).

20. Medicaid and Contractor agree to meet at mutually agreed upon times, but no less than quarterly, to discuss and plan for improved services to Medicaid recipients who are eligible for Children's Rehabilitation Service. Liaisons will be appointed by each agency to attend these

meetings along with other staff as necessary to adequately address the cooperative work of the two agencies and the evaluation of relevant policy and procedures.

21. The parties' obligations to make payment hereunder are subject to the availability of state and federal funds. Should funds become unavailable during the term of this agreement, the agreement shall terminate immediately upon written notice by the terminating party to the other. The parties will be entitled to reimbursement for costs incurred under this Memorandum of Understanding prior to the termination date.

22. This Memorandum of Understanding shall be effective 1st of March 2019, and ends the 30th day of September 2024 except as otherwise provided above, shall remain in effect until terminated by agreement of both parties or upon 30 days written notice to the other party. The effective date of termination will be on the first day of the month following expiration of the 30 day notice period. This agreement may be amended as required, provided that such is in writing and signed by both parties.

23. Under no circumstances shall any commitments by Medicaid constitute a debt of the State of Alabama as prohibited by Article XI, Section 213, Constitution of Alabama of 1901, as amended by Amendment 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, whether now in effect or which may, during the course of this Contract, be enacted, then that conflicting provision in the contract shall be deemed null and void. The Contractor's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim against Medicaid with the Board of Adjustment for the State of Alabama.

24. For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through private mediators.

25. In the event of proration of the funds from which payment under this contract is to be made, this contract will be subject to termination.

26. Each officer or employee of any person to whom Social Security information is or may be disclosed shall be notified in writing by such person that Social Security information disclosed to such officer or employee can be only used for authorized purposes and to that extent and any other unauthorized use herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the cost of prosecution. Such person shall also notify each such officer or employee that any such unauthorized further disclosure of Social Security information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n).

27. Additionally, it is incumbent upon the contractor to inform its officers and employees of penalties for improper disclosure implied by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i) (1), which is made applicable to contractors by 5 U.S.C. 552a (m) (1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully

discloses that material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

28. Contractor hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency. (See Attachment.)

29. Contractor acknowledges and understands that this contract is not effective until it has received all requisite state government approvals and Contractor shall not begin performing work under this contract until notified to do so by Medicaid. Contractor is entitled to no compensation for work performed prior to the effective date of this contract.

30. All parties shall comply with the provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and any implementing regulations as adopted.

31. In accordance with Alabama law, Contractor will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Contractor will document that the Contractor is enrolled in the E-Verify Program. During the performance of the contract, the contractor shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. Contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the performance of the services pursuant to this contract, that the Contractor will secure from such subcontractor(s) documentation that subcontractor is enrolled in the E-Verify program prior to performing any work on the project. The subcontractor shall verify every employee that is required to be verified according to the applicable federal rules and regulations. This subsection shall only apply to subcontractors performing work on a project subject to the provisions of this section and not to collateral persons or business entities hired by the subcontractor. Contractor shall maintain the subcontractor documentation that shall be available upon request by the Alabama Medicaid Agency.

32. Pursuant to Ala. Code §31-13-9(k), by signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Alabama Medicaid Agency

This agreement has been reviewed for and is approved as to content.



Stephanie McGee Azar
Commissioner

6-5-19

Date Signed

This agreement has been reviewed for legal form and complies with all applicable laws, rules, and regulations of the State of Alabama governing these matters.



Legal Counsel

Alabama Department of Rehabilitation Services



Jane Elizabeth Burdeshaw
Commissioner

3/29/19

Date Signed



Melinda Davis
Assistant Commissioner
Children's Rehabilitation Services



Suzette Taylor
Chief Financial Officer



Stephen K. Simpson
Alabama Department of Rehabilitation Services
Legal Counsel

**ALABAMA MEDICAID AGENCY
BUSINESS ASSOCIATE ADDENDUM**

This Business Associate Addendum (this “Agreement”) is made effective the 1st day of March 2019, by and between the Alabama Medicaid Agency (“Covered Entity”), an agency of the State of Alabama, and Alabama Department of Rehabilitation Services/Children’s Rehabilitation Services (“Business Associate”) (collectively the “Parties”).

1. BACKGROUND

- 1.1. Covered Entity and Business Associate are parties to a contract entitled Alabama Department of Rehabilitation Services and The Alabama Medicaid Agency (the “Contract”), whereby Business Associate agrees to perform the following services for or on behalf of Covered Entity: administering the Program for Children with Special Health Care Needs in the State of Alabama.
- 1.2. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a “business associate” within the meaning of the HIPAA Rules (as defined below).
- 1.3. The Parties enter into this Business Associate Addendum with the intention of complying with the HIPAA Rules allowing a covered entity to disclose protected health information to a business associate, and allowing a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. DEFINITIONS

2.1 General Definitions

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Protected Health Information, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

2.2 Specific Definitions

2.2.1 Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 C.F.R. § 160.103

2.2.2 Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 C.F.R. § 160.103.

2.2.3 HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.

3. OBLIGATIONS OF BUSINESS ASSOCIATE

Business Associate agrees to the following:

- 3.1** Use or disclose PHI only as permitted or required by this Agreement or as Required by Law.
- 3.2** Use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. Further, Business Associate will implement administrative, physical and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity as required by Subpart C of 45 C.F.R. Part 164.
- 3.3** Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- 3.4** Report to Covered Entity within five (5) business days any use or disclosure of PHI not provided for by this Agreement of which it becomes aware.
- 3.5** Ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information in accordance with 45 C.F.R. § 164.502(e)(1)(ii) and § 164.308(b)(2), if applicable.
- 3.6** Provide Covered Entity with access to PHI within thirty (30) business days of a written request from Covered Entity, in order to allow Covered Entity to meet its requirements under 45 C.F.R. § 164.524, access to PHI maintained by Business Associate in a Designated Record Set.
- 3.7** Make amendment(s) to PHI maintained by Business Associate in a Designated Record Set that Covered Entity directs or agrees to, pursuant to 45 C.F.R. § 164.526 at the written request of Covered Entity, within thirty (30) calendar days after receiving the request.
- 3.8** Make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, Covered Entity, available to Covered Entity or to the Secretary within five (5) business days after receipt of written notice or as designated by the Secretary for purposes of determining compliance with the HIPAA Rules.
- 3.9** Maintain and make available the information required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI as necessary to satisfy the Covered Entity's obligations under 45 C.F.R. § 164.528.
- 3.10** Provide to the Covered Entity, within thirty (30) days of receipt of a written request from Covered Entity, the information required for Covered Entity to respond to a request by an Individual or an authorized representative for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

- 3.11** Maintain a comprehensive security program appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities as defined in the Security Rule.
- 3.12** Notify the Covered Entity within five (5) business days following the discovery of a breach of unsecured PHI on the part of the Contractor or any of its sub-contractors, and
 - 3.12.1** Provide the Covered Entity the following information:
 - 3.12.1(a)** The number of recipient records involved in the breach.
 - 3.12.1(b)** A description of what happened, including the date of the breach and the date of the discovery of the breach if known.
 - 3.12.1(c)** A description of the types of unsecure protected health information that were involved in the breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other type information were involved).
 - 3.12.1(d)** Any steps the individuals should take to protect themselves from potential harm resulting from the breach.
 - 3.12.1(e)** A description of what the Business Associate is doing to investigate the breach, to mitigate harm to individuals and to protect against any further breaches.
 - 3.12.1(f)** Contact procedures for individuals to ask questions or learn additional information, which shall include the Business Associate's toll-free number, email address, Web site, or postal address.
 - 3.12.1(g)** A proposed media release developed by the Business Associate.
 - 3.12.2** Work with Covered Entity to ensure the necessary notices are provided to the recipient, prominent media outlet, or to report the breach to the Secretary of Health and Human Services (HHS) as required by 45 C.F.R. Part 164, Subpart D.;
 - 3.12.3** Pay the costs of the notification for breaches that occur as a result of any act or failure to act on the part of any employee, officer, or agent of the Business Associate;
 - 3.12.4** Pay all fines or penalties imposed by HHS under 45 C.F.R. Part 160, "HIPAA Administrative Simplification: Enforcement Rule" for breaches that occur as a result of any act or failure to act on the part of any employee, officer, or agent of the Business Associate.
 - 3.12.5** Co-ordinate with the Covered Entity in determining additional specific actions that will be required of the Business Associate for mitigation of the breach.

4. PERMITTED USES AND DISCLOSURES

Except as otherwise limited in this Agreement, if the Contract permits, Business Associate may

- 4.1.** Use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure would not violate the Subpart E of 45 C.F.R. Part 164 if done by Covered Entity;
- 4.2.** Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

4.3. Disclose PHI for the proper management and administration of the Business Associate, provided that:

4.3.1 Disclosures are Required by Law; or

4.3.2 Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

4.4 Use PHI to provide data aggregation services to Covered Entity as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B).

5. REPORTING IMPROPER USE OR DISCLOSURE

The Business Associate shall report to the Covered Entity within five (5) business days from the date the Business Associate becomes aware of:

5.1 Any use or disclosure of PHI not provided for by this agreement

5.2 Any Security Incident and/or breach of unsecured PHI

6. OBLIGATIONS OF COVERED ENTITY

The Covered Entity agrees to the following:

6.1 Notify the Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Alabama Medicaid's use or disclosure of PHI.

6.2 Notify the Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect the Business Associate's use or disclosure of PHI.

6.3 Notify the Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.

6.4 Not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

6.5 Provide Business Associate with only that PHI which is minimally necessary for Business Associate to provide the services to which this agreement pertains.

7. TERM AND TERMINATION

7.1 **Term.** The Term of this Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.

7.2 **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:

- 7.2.1 Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
- 7.2.2 Immediately terminate this Agreement; or
- 7.2.3 If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.

7.3 Effect of Termination.

- 7.3.1 Except as provided in paragraph (2) of this section or in the Contract, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
- 7.3.2 In the event that Business Associate determines that the PHI is needed for its own management and administration or to carry out legal responsibilities, and returning or destroying the PHI is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall:
 - 7.3.2(a) Retain only that PHI which is necessary for business associate to continue its proper management and administration or to carry out its legal responsibilities;
 - 7.3.2(b) Return to covered entity or, if agreed to by covered entity, destroy the remaining PHI that the business associate still maintains in any form;
 - 7.3.2(c) Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as business associate retains the PHI;
 - 7.3.2(d) Not use or disclose the PHI retained by business associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at Section 4, "Permitted Uses and Disclosures" which applied prior to termination; and
 - 7.3.2(e) Return to covered entity or, if agreed to by covered entity, destroy the PHI retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.

7.4 Survival


The obligations of business associate under this Section shall survive the termination of this Agreement.

8. GENERAL TERMS AND CONDITIONS

- 8.1 This Agreement amends and is part of the Contract.
- 8.2 Except as provided in this Agreement, all terms and conditions of the Contract shall remain in force and shall apply to this Agreement as if set forth fully herein.
- 8.3 In the event of a conflict in terms between this Agreement and the Contract, the interpretation that is in accordance with the HIPAA Rules shall prevail. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules.
- 8.4 A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Contract for cause.
- 8.5 The Parties agree to take such action as is necessary to amend this Agreement from time to time for Covered Entity to comply with the requirements of the HIPAA Rules.

IN WITNESS WHEREOF, Covered Entity and Business Associate have executed this Agreement effective on the date as stated above.

ALABAMA MEDICAID AGENCY


Signature: 

Printed Name: Clay Gaddis

Title: Privacy Officer

Date: 4/17/2019

BUSINESS ASSOCIATE

Signature: 

Printed Name: Jane E. Burdeshaw

Title: Commissioner

Date: 3/29/19

State of Alabama)

County of Montgomery)

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by Act 2012-491)

DATE: March 28, 2019

RE Contract/Grant/Incentive (Contract C90629668): Administer the Program for Children with Special Health Care Needs in the State of Alabama between Alabama Department of Rehabilitation Services (Contractor/Grantee) and Alabama Medicaid Agency (State Agency or Department or other Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of Commissioner with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as "the Act".
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.
BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business entity" shall include, but not be limited to the following:
 - a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
 - b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

 (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

 X (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
4. Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this 29th day of March 2019.

Jane E. Burdeshaw
Name of Contractor/Grantee/Recipient

By: Jane E. Burdeshaw

Its Commissioner

The above Certification was signed in my presence by the person whose name appears above, on

this 29th day of March 2019.

WITNESS: Deborah A. Bertelsen


Deborah A. Bertelsen
Print Name of Witness

IMMIGRATION STATUS

I hereby attest that all workers on this project are either citizens of the United States or are in a proper and legal immigration status that authorizes them to be employed for pay within the United States.



Signature of Contractor



Witness

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ALABAMA DEPARTMENT OF PUBLIC HEALTH AND
THE ALABAMA MEDICAID AGENCY

THIS AGREEMENT is effective the 1st day of October 2019, by and between, the Alabama Medicaid Agency (hereinafter referred to as Medicaid) and Alabama Department of Public Health (hereinafter referred to as ADPH); and

WHEREAS, ADPH, has administrative offices in sixty-six (66) of Alabama's sixty-seven (67) counties and daily contact with health professionals and facilities participating in the Early and Periodic Screening, Diagnosis and Treatment (hereinafter called "EPSDT") Program.

NOW, THEREFORE, let it be known that Medicaid and ADPH do hereby agree to enter this Memorandum of Understanding (MOU) intending to be mutually bound, and agree as follows:

1. **EPSDT Care Coordination**

- a. Care coordination shall be defined as a client-centered, assessment-based interdisciplinary approach to integrating health care and social support services in which an individual's needs and preferences are assessed, a comprehensive care plan developed, services managed, monitored and reassessed as needed by an identified care coordinator following evidenced – based standards of care for clients who have been referred as a result of an abnormal blood lead level, abnormal newborn hearing, and/or abnormal newborn screening.
- b. Medicaid beneficiaries under 21 years of age identified with elevated lead levels:
Referrals received through labs or private providers and reported to ADPH will be screened by the Alabama Childhood Lead Poisoning Prevention Program (ACLPPP) and referred to county level Care Coordinators (CCs). The purpose of Care Coordination is to educate the family on the dangers of lead poisoning, investigate the source of the lead, assist families in eliminating lead sources, stress the importance of follow up testing, facilitate, if needed, in scheduling venous test for confirmation, and continue care coordination services until the blood lead level is decreased to an acceptable level.
- c. Medicaid beneficiaries that have failed their initial hearing screening:
Referrals received through medical facilities statewide and reported to ADPH on children that have failed their hearing screening. CCs at the county level contact the parent/caregiver to educate on the importance of a second hearing screening and assist, if needed in facilitating the appointment. The CC will continue services until the screening is complete, diagnostic testing is completed, referrals for resources/services are made, applicable services have begun, such as Early Intervention, and an intervention is in place if required.
- d. Newborn Medicaid beneficiaries that have failed the required screening:
All newborns statewide who have failed the required screenings are referred to ADPH. County level CCs are assigned to follow up with parents/caregivers regarding the screening results when the family is non-responsive to initial contact attempts. The CC educates the parents/caregivers regarding the necessity for follow up screening/testing as soon as possible and assists in facilitating the appointment, if necessary. Care Coordination services will continue until the screening or diagnostic test is complete and applicable referrals for additional services are made.
- e. Medicaid will reimburse ADPH for EPSDT care coordination utilizing procedure code G9008-EP. Both parties agree to the terms and conditions described in the Provider Billing Manual jointly approved by ADPH and Medicaid. Medicaid will reimburse ADPH utilizing an interim rate per visit. Interim rates will be established based upon cost and will be adjusted to actual documented cost at least annually. ADPH must refund to Medicaid the state share of the difference between Public Health's actual cost of services and Medicaid's current average payment. Conversely, if ADPH pays funds to Medicaid as the result of a cost settlement, Medicaid will refund to ADPH the state share paid on the difference between Public Health's actual cost of services and Medicaid's current average payment. The state share amount is determined based on procedure code utilization. Quarterly, ADPH will reimburse Medicaid 10% of the state

match for FY 2020. Quarterly for FY 2021 and future years, ADPH will reimburse Medicaid the full state share.

2. Alabama Childhood Lead Poisoning Prevention Program (ACLPPP)

- a. ADPH must maintain a Child Lead Program to provide a process for Medicaid-eligible children with elevated blood lead levels (EBLLs) to receive appropriate services.
- b. ACLPPP uses the lead testing protocol established by Medicaid and published in the Alabama Medicaid Provider Manual.
- c. ACLPPP will provide training, education and outreach as needed to adhere to the standards outlined by Medicaid.
- d. Environmental lead investigations will be performed for children whose blood exhibits a confirmed concentration of lead in whole blood which is considered by the Center for Disease Control, U.S. Department of Health and Human Services to be dangerous to children. Environmental lead investigations will be performed by environmentalists who have received the training necessary to perform these non-medical services. Investigations are performed to identify lead hazards and recommend interim control or abatement measures if necessary. The investigation will include the time spent by the qualified health professional and the activities performed in the on-site investigation of the child's home, primary residence or other child occupied facility. These activities include such things as family interviews, surface-by-surface paint inspection to determine the presence of lead paint, the collection of paint chips, lead dust wipes, water and soil samples to determine any lead hazards. Testing of substances which shall be sent offsite for analysis or any non-medical activities such as removal or abatement of lead sources, or relocation shall not be billed as part of an Environmental Lead Investigation.
- e. ADPH must bill Medicaid on a quarterly basis for ACLPPP services through invoices containing the patient's name, Medicaid number, date of service and classification of personnel. ADPH agrees to pay Medicaid the state share as required in C.F.R. §432.50 of the costs associated with providing ACLPPP services. Skilled professional medical personnel means physicians, dentists, nurses, and other specialized personnel who have professional education and training in the field of medical care or appropriate medical practice and who are in an employer-employee relationship with Medicaid, the rate is 75/25%. It does not include other nonmedical health professionals such as public administrators, medical analysts, lobbyists, senior managers, social workers, environmental staff or administrators of public assistance programs. For all non-medical staff of ADPH providing services to Medicaid, and for other expenses, the rate is 50/50%.

ADPH staff associated with services furnished under this MOU include:

Classification	Effort	Responsibilities
Nurse Manager	20%	Medical Oversees ACLPPP to ensure nationally accepted standards of medical management of elevated blood lead levels (EBLLs). Technical assistance to health care professionals to support appropriate health services for children with lead poisoning.
Epidemiologist I, Data Manager	100%	Non-Medical Develops and implements a comprehensive statewide lead poisoning/lead exposure prevention plan; provides consultation, technical support and recommendations for standards of practice, collects and analyzes data to track statewide lead poisoning patterns, seeks funding for ACLPPP activities, increases screening rates for high risk populations. Facilitates statewide Lead Program Advisory Board.

Nurse Supervisor, Program Manager	100%	Medical Coordinate medical management for all children with a confirmed elevated blood lead level so that all cases are identified; Consults with health care providers regarding additional and appropriate testing, facilitate access to appropriate medically necessary services for all children with EBLs.
ASA II	100%	Medical Receives laboratory reports of EBLs and enters into the CDC Healthy Homes and Lead Poisoning Surveillance System (HHLPS) data base, contacts health care provider for missing test (capillary/venous) and demographic data. Administrative Support to ACLPPP.
Programmer Analyst Associate	50%	Non-Medical Monitors the electronic submission of blood lead test results into the CDC HHLPS data base, reviews data for consistency and resolves discrepancies.
Public Health Research Analyst	5%	Non-Medical Manages and analyzes childhood lead poisoning data from the HHLPS database. Provides regular program reports, on childhood lead poisoning data, to the Program Director, including reports required for work plans, annual reports, and Medicaid reimbursement. Responds to requests.lead poisoning data, from
Public Health Environmental Manager Montgomery- statewide	35%	Non-Medical Conducts environmental lead investigations. Prepares and generates report of all findings of environmental lead survey investigations.
Public Health Environmental Supervisor, North AL	30%	Non-Medical Conducts environmental lead investigations. Prepares and generates report of all findings of environmental lead survey investigations.
Public Health Environmental Supervisor, South East, AL	40%	Non-Medical Conducts environmental lead investigations. Prepares and generates report of all findings of environmental lead survey investigations.
Public Health Environmental Supervisor, South West AL	30%	Non-Medical Conducts environmental lead investigations. Prepares and generates report of all findings of environmental lead survey investigations.
Public Health Environmental, Montgomery County	30%	Non-Medical Conducts environmental lead investigations. Prepares and generates report of all findings of environmental lead survey.

A sample yearly budget that explains cost for each program listed above. This sample budget will be reviewed by Medicaid on a yearly basis.

3. Vaccines for Children (VFC) Immunization Operation Cost

- a. ADPH and Medicaid mutually support maintaining high vaccine coverage levels and a low incidence of vaccine preventable diseases in Alabama children aged 18 and younger. The vaccines covered by this agreement appears on the Advisory Committee for Immunization Practices (ACIP) vaccines website at: www.cdc.gov/vaccines/hcp/acip-recs/index.html.
- b. ADPH manages an immunization program which conducts audits, assessments and surveys of schools, day care centers, private providers, and county health department clinics; investigates cases of vaccine preventable diseases; manages and maintains the state immunization registry; and conducts provider education on immunization programs.
- c. ADPH and Medicaid agree to the following:
 - i. ADPH must capture cost for the above-mentioned activities.
 - ii. ADPH must bill Medicaid quarterly for the cost of these activities for the percentage of children who are Medicaid eligible for the most current calendar year.
 - iii. It is understood and agreed by both parties that ADPH agrees to pay Medicaid the state share of the operational cost which is a 50 percent match rate.
 - iv. A sample yearly budget must explain cost for the program. This sample will be reviewed by Medicaid yearly.

4. EPSDT Program

Persons eligible for the EPSDT program benefits are those persons under twenty-one (21) years of age who are certified by the Alabama Medicaid Agency as eligible for Medicaid benefits.

- a. ADPH shall follow the clinical guidelines outlined in Appendix A of the Alabama Medicaid Agency Provider Manual, as well as all applicable state and federal regulations for quality immunization services for Medicaid eligible recipients. ADPH clinical staff shall refer to Appendix A for specific details regarding scope, limitation, and frequency of immunization services. A copy of Appendix A must be maintained in each clinic setting. An immunization procedure code list will be updated as needed by ADPH and may be accessed on the following link: www.adph.org/immunization/assests/CPTCodes/pdf.

ADPH agrees to pay Medicaid the state share of costs associated with providing the CDC approved Immunizations to Medicaid eligible recipients. Quarterly, Medicaid will bill ADPH for this state share.
- b. This section of the MOU applies to procedure codes 99381 EP – 99385 EP and 99391 EP – 99395 for periodic screenings and procedure codes 99211 EP – 99215 EP for inter-periodic screenings.
- c. ADPH must pay Medicaid the state share of the difference between the current reimbursement on Medicaid's usual and customary charge file and the current reimbursement on Medicaid's regular rate for EPSDT screenings. Medicaid will reimburse ADPH utilizing an interim rate per visit. Interim rates will be established based upon cost and will be adjusted to actual documented cost at least annually.

5. Payment for Services

- a. Medicaid shall make no payment for services rendered in violation of this contract. Payments made for services rendered in violation of this contract may be recovered through appropriate administrative and/or legal action.
- b. Medicaid's obligation to make payments hereunder is subject to the availability of state and federal funds appropriated for Medicaid purposes. Further, Medicaid's obligation to make payments hereunder is and shall be governed by all applicable state and federal laws and regulations.

- c. Any monies expended for services above the budget neutrality limits as determined by CMS must be reimbursed by ADPH. There will be no Financial Participation available for those dollars.
- d. Medicaid may conduct utilization and quality reviews for services provided under this MOU agreement.
- e. ADPH agrees and acknowledges that payments made under this agreement are subject to review, audit, adjustment, and recoupment action.
- f. ADPH will fully reimburse Medicaid for any penalties, disallowance or other recoupments of funds from Medicaid by the federal government resulting from any condition of non-compliance, which is due to any erroneous or insufficient action, or inaction, by ADPH. ADPH further agrees to reimburse the state share of any additional expense, staff time and other costs of adjusting claims, resulting from such action or inaction, when the additional expense is incurred by Medicaid due to necessary corrective actions in response to an actual or potential federal recoupment.

6. General Terms and Conditions

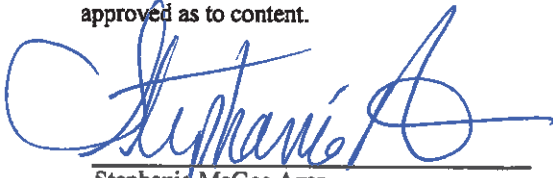
- a. The term of this agreement will begin on October 1, 2019 and end on September 30, 2024. The Agreement may be terminated by both Parties or upon either party providing 30 days written notice of termination to the other party. The effective date of termination will be 30 days from receipt of the notice of termination. This agreement may be amended as required, provided that such is in writing and signed by both Parties. The ADPH acknowledges and understands that this Agreement is not effective until it has received all requisite state government approvals and The Department shall not begin performing work under this Agreement until notified to do so by Medicaid. The Department is entitled to no compensation for work performed prior to the effective date of this Agreement.
- b. ADPH will correct, within ninety (90) days of notification, any significant deficiencies found in the provision of contractual services and reported in writing to ADPH by Medicaid. An acceptable corrective action plan must be submitted to Medicaid within thirty (30) days of notification. Medicaid may deny payment for services, if ADPH has not implemented an acceptable corrective action plan within the specified time frames. In no event will implementation of corrective action exceed ninety (90) days from the date of notification.
- c. The parties' obligations to make payment hereunder are subject to the availability of state and federal funds. Should funds become unavailable during the term of this agreement, the agreement shall terminate immediately upon written notice by the terminating party to the other. The parties will be entitled to reimbursement for cost incurred under this Memorandum of Understanding prior to the termination date.
- d. Under no circumstances shall any commitments by Medicaid constitute a debt of the State of Alabama as prohibited by Article XI, Section 213, Constitution of Alabama of 1901, as amended by Amendment 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, whether now in effect or which may, during the course of this Contract, be enacted, then that conflicting provision in the contract shall be deemed null and void. ADPH's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim against Medicaid with the Board of Adjustment for the State of Alabama.
- c. In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

- f. In the event of proration of the funds from which payment under this contract is to be made, this contract will be subject to termination.

- g. Each officer or employee of any person to whom Social Security information is or may be disclosed shall be notified in writing by such person that Social Security information disclosed to such officer or employee can be only used for authorized purposes and to that extent and any other unauthorized use herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the cost of prosecution. Such person shall also notify each such officer or employee that any such unauthorized further disclosure of Social Security information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 C.F.R. 301.6103(n). Additionally, it is incumbent upon ADPH to inform its officers and employees of penalties for improper disclosure implied by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses that material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- h. ADPH shall comply with all provisions of the attached Alabama Medicaid Agency Business Associate Addendum.
- i. ADPH hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency.
- j. Pursuant to Ala. Code § 31-13-9(k), by signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Alabama Medicaid Agency
agreement has been reviewed for
approved as to content.



Stephanie McGee Azar
Commissioner

3-6-2020
Date

Alabama Department of Public Health This
This agreement has been reviewed for and is
and is approved as to content.



Scott Harris, M.D., M.P.H.
State Health Officer

2/18/2020
Date

This agreement has been reviewed for legal
complies with all applicable laws,
regulations of the State of
Alabama governing these matters.



Legal Counsel

This agreement has been reviewed for legal form and
form and complies with all applicable laws, rules, and
rules, and regulations of the State of
Alabama governing these matters.



Legal Counsel

ALABAMA DEPARTMENT OF PUBLIC HEALTH
 DIVISION OF FINANCE
 IMMUNIZATION COST CENTER
 FUND 100-0011 0000001
 DIRECT COSTS

027 SEPARATED LEAD LEVELS - CHILD

SITES	COUNTY	UNITS OF SERVICES	PERSONNEL COST	OTHER DIRECT COST	MT ALLOCATED COST	OTHER ALLOCATED COST	TOTAL COST	AVERAGE COST PER UNIT
00	STATE SUN CODE	0	147,224.17	13,520.95	33,255.28	35.45	194,035.45	*****
	CITY TOTAL	0	147,224.17	13,520.95	33,255.28	35.45	194,035.45	*****
	02 TOTALS:	0	147,224.17	13,520.95	33,255.28	35.45	194,035.45	*****

ALABAMA DEPARTMENT OF PUBLIC HEALTH
 FINANCIAL SERVICES
 NON-CLINIC IMMUNIZATION COST BUDGET
 10/01/15 THROUGH 09/30/2016

Row Labels	066-IMMUN ELECTRONIC HEALTH RECORD	067-IMM PROGRAM (NON-CLINIC) ACT	068-IMMUNIZATION PAN FLU	069-VFC PROGRAM	364-PERINATAL HEP B VACCINE	Grand Total
Personnel Cost	191,063.47	2,677,085.32	41,798.92	746,709.09	75,332.49	3,731,989.29
Travel	15,587.21	107,815.22	2,464.28	36,333.39	3,594.27	165,794.37
Contracts	322,273.19	1,222,006.62	89,633.50	96,886.85		1,730,800.16
Other Direct	160,607.86	113,703.79	407.83	190,936.92	7.95	465,664.35
Overhead	43,361.35	638,844.83	9,617.10	187,417.25	17,593.95	896,834.48
Grand Total	732,893.08	4,759,455.78	143,921.63	1,258,283.50	96,528.66	6,991,082.65

Non-Clinic Cost without Jefferson \$6,991,082.65
 Non-Clinic Jefferson County Cost \$351,245.73
TOTAL COST \$7,342,328.38

Medicaid Billable 49% \$3,597,740.91
 Medicaid Match 50% \$1,798,870.45
Net from Medicaid \$1,798,870.45

Contract No.: 200629805



Alabama Medicaid Agency



501 Dexter Avenue
P.O. Box 5624
Montgomery, Alabama 36103-5624

KAY IVEY

Governor

STEPHANIE MCGEE AZAR

Commissioner

www.medicaid.alabama.gov

334-242-5000

1-800-362-1504

INVOICE

Department of Public Health
201 Monroe Street
P. O. Box 303017
Montgomery, AL 36130-3017

ATTN: Karol Baugh

Invoice No. : DPH19- 032

Date: 12/18/18

Code	Service	Benefits Paid	Rate	Due	Amount
ECC	EPSDT Care Coordination for the period Oct - Dec 18	1,081,784.20	0.1000	108,178.42	
		108,656.25	0.1000	10,865.63	
TOTAL AMOUNT DUE					119,044.05

Our Mission - to provide a system of financing health care for eligible Alabamians in accordance with established statutes and Executive orders.

Alabama Medicaid Agency

EPSDT Care Coordination Report for Non-CHIP Recipients
Paid or Credited Excluding Jefferson and Mobile Counties for Paid
Dates Between 10/01/2018 - 12/31/2018

Report: EPSDT Care Coordination Excluding Evacuees

Excluding Evacuees

Run Date: 12/18/18

Run Time: 10:11:49 AM

Provider Medicaid	Billing Provider Name	Paid Amount
480100888	AUTAUGA HEALTH DEPARTMENT	\$8,308.20
480200888	BALDWIN CO HLTHDEPT.-BAY MINE-T	\$58,843.65
480300888	BARBOUR HEALTH DEPARTMENT	\$8,262.45
480400888	BIBB HEALTH DEPARTMENT	\$3,184.20
480500888	BLOUNT HEALTH DEPARTMENT	\$6,624.60
480600888	BULLOCK HEALTH DEPARTMENT	\$4,026.00
480700888	BUTLER HEALTH DEPARTMENT	\$13,981.20
480800888	CALHOUN HEALTH DEPARTMENT	\$71,370.00
480900888	CHAMBERS HEALTH DEPARTMENT	\$8,967.00
481000888	CHEROKEE HEALTH DEPARTMENT	\$6,508.80
481100888	CHILTON HEALTH DEPARTMENT	\$32,070.75
481200888	CHOCTAW HEALTH DEPARTMENT	\$2,763.30
481300888	CLARKE HEALTH DEPARTMENT	\$19,800.60
481400888	CLAY HEALTH DEPARTMENT	\$15,939.30
481500888	CLEBURNE HEALTH DEPARTMENT	\$7,676.85
481600888	COFFEE HEALTH DEPARTMENT	\$8,353.95
481700888	COLBERT HEALTH DEPARTMENT	\$26,050.05

Contract No.: 200629805

481800888	CONECUH HEALTH DEPARTMENT	\$4,840.35
482000888	COVINGTON HEALTH DEPARTMENT	\$9,259.80
482100888	CRENSHAW HEALTH DEPARTMENT	\$6,542.25
482200888	CULLMAN HEALTH DEPARTMENT	\$11,556.45
482300888	DALE HEALTH DEPARTMENT	\$8,646.75
482400888	DALLAS HEALTH DEPARTMENT	\$12,480.60
482500888	DEKALB CO HI-TH DEPT.	\$32,262.90
482600888	ELMORE HEALTH DEPARTMENT	\$19,571.85
482700888	ESCAMBIA HEALTH DEPARTMENT	\$13,962.90
482800888	ETOWAH CO HI-TH DEPT	\$31,896.90
482900888	FAYETTE HEALTH DEPARTMENT	\$8,784.00
483000888	FRANKLIN HEALTH DEPARTMENT	\$19,361.40
483100888	GENEVA HEALTH DEPARTMENT	\$7,503.00
483200888	GREENE HEALTH DEPARTMENT	\$14,493.60
483300888	HALE HEALTH DEPARTMENT	\$7,393.20
483400888	HENRY HEALTH DEPARTMENT	\$2,168.55
483500888	HOUSTON HEALTH DEPARTMENT	\$33,333.45
483600888	JACKSON HEALTH DEPARTMENT	\$5,993.25
483800888	LAMAR HEALTH DEPARTMENT T	\$6,780.15
483900888	LAUDERDALE HEALTH DEPARTMENT	\$14,987.70
484000888	LAWRENCE HEALTH DEPARTMENT	\$6,633.75
484100888	LEE HEALTH DEPARTMENT	\$4,822.05
484200888	LIMESTONE HEALTH DEPARTMENT	\$11,410.05
484300888	LOWNDES HEALTH DEPARTMENT	\$6,194.55
484400888	MACON HEALTH DEPARTMENT	\$7,402.35

484500888	MADISON HEALTH DEPARTMENT	\$34,083.75
484600888	MARENGO HEALTH DEPARTMENT	\$3,065.25
484700888	MARION HEALTH DEPARTMENT	\$3,788.10
484800888	MARSHALL HEALTH DEPARTMENT	\$18,235.95
485000888	MONROE HEALTH DEPARTMENT	\$9,451.95
485100888	MONTGOMERY HEALTH DEPARTMEN	\$58,569.15
485200888	MORGAN HEALTH DEPARTMENT	\$11,803.50
485300888	PERRY HEALTH DEPARTMENT	\$4,236.45
485400888	PICKENS HEALTH DEPARTMENT	\$5,544.90
485500888	PIKE HEALTH DEPARTMENT	\$34,934.70
485600888	RANDOLPH HEALTH DEPARTMENT	\$22,152.15
485700888	RUSSELL HEALTH DEPARTMENT	\$11,364.30
485800888	ST CLAIR HEALTH DEPARTMENT	\$24,384.75
485900888	SHELBY HEALTH DEPARTMENT	\$7,795.80
486000888	SUMTER HEALTH DEPARTMENT	\$2,305.80
486100888	TALLADEGA HEALTH DEPARTMENT	\$77,280.90
486200888	TALLAPOOSA HEALTH DEPARTMENT	\$16,854.30
486300888	TUSCALOOSA HEALTH DEPARTMEN	\$27,459.15
486400888	WALKER HEALTH DEPARTMENT	\$35,648.40
486500888	WASHINGTON HEALTH DEPARTMEN	\$7,869.00
486600888	WILCOX HEALTH DEPARTMENT	\$6,798.45
486700888	WINSTON HEALTH DEPARTMENT	\$2,516.25
489900888	JEFFERSON COUNTY HOME CARE A	\$44,628.55
	Sum:	\$1,081,784.20

Alabama Medicaid Agency

**EPSDT Care Coordination Report for Non CHIP Recipients
Paid or Credited Mobile County
for Paid Dates Between 10/01/2018 - 12/31/2018
Excluding Evacuees
Excluding Evacuees**

Report: EPSDT Care Coordination

Run Date: 12/18/18

Run Time: 10:11:49 AM

Billing Provider Medicaid ID	Billing Provider Name	Paid Amount
484900888	MOBILE HEALTH DEPARTMENT	\$108,858.25

ATTACHMENT

Contract No.: 200629805

**ALABAMA MEDICAID AGENCY
BUSINESS ASSOCIATE ADDENDUM**

This Business Associate Addendum (this "Agreement") is made effective the 1st day of October, 2019, by and between the Alabama Medicaid Agency ("Covered Entity"), an agency of the State of Alabama, and the Alabama Department of Public Health ("Business Associate") (collectively the "Parties").

1. BACKGROUND

- 1.1. Covered Entity and Business Associate are parties to a contract entitled Alabama Department of Public Health EPSDT (the "Contract"), whereby Business Associate agrees to perform the following services for or on behalf of Covered Entity: Early and Periodic Screening, Diagnosis and Treatment.
- 1.2. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is, or may be, a "business associate" within the meaning of the HIPAA Rules (as defined below).
- 1.3. The Parties enter into this Business Associate Addendum with the intention of complying with the HIPAA Rules allowing a covered entity to disclose protected health information to a business associate, and allowing a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. DEFINITIONS**2.1 General Definitions**

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Protected Health Information, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

2.2 Specific Definitions

2.2.1 Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. § 160.103

2.2.2 Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. § 160.103.

2.2.3 HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164 of the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009, and the implementing regulations promulgated thereunder from time to time by the U.S. Department of Health and Human Services (HHS).

3. OBLIGATIONS OF BUSINESS ASSOCIATE

Business Associate agrees to the following:

- 3.1 Use or disclose PHI only as permitted or required by this Agreement or as Required by Law.
- 3.2 Use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. Further, Business Associate will implement administrative, physical and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity as required by Subpart C of 45 C.F.R. Part 164.
- 3.3 Mitigate, to the extent practicable, any harmful effect known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- 3.4 Report to Covered Entity within five (5) business days any use or disclosure of PHI not provided for by this Agreement of which it becomes aware.
- 3.5 Ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information in accordance with 45 C.F.R. § 164.502(e)(1)(ii) and § 164.308(b)(2), if applicable.

- 3.6 Provide Covered Entity with access to PHI within thirty (30) business days of a written request from Covered Entity, in order to allow Covered Entity to meet its requirements under 45 C.F.R. § 164.524, access to PHI maintained by Business Associate in a Designated Record Set.
- 3.7 Make amendment(s) to PHI maintained by Business Associate in a Designated Record Set that Covered Entity directs or agrees to, pursuant to 45 C.F.R. § 164.526 at the written request of Covered Entity, within thirty (30) calendar days after receiving the request.
- 3.8 Make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, Covered Entity, available to Covered Entity or to the Secretary within five (5) business days after receipt of written notice or as designated by the Secretary for purposes of determining compliance with the HIPAA Rules.
- 3.9 Maintain and make available the information required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI as necessary to satisfy the Covered Entity's obligations under 45 C.F.R. § 164.528.
- 3.10 Provide to the Covered Entity, within thirty (30) days of receipt of a written request from Covered Entity, the information required for Covered Entity to respond to a request by an Individual or an authorized representative for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- 3.11 Maintain a comprehensive security program appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities as defined in the Security Rule.
- 3.12 Notify the Covered Entity within five (5) business days following the discovery of a breach of unsecured PHI on the part of the Contractor or any of its sub-contractors, and
 - 3.12.1 Provide the Covered Entity the following information:
 - 3.12.1(a) The number of recipient records involved in the breach.
 - 3.12.1(b) A description of what happened, including the date of the breach and the date of the discovery of the breach if known.
 - 3.12.1(c) A description of the types of unsecure protected health information that were involved in the breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other type information were involved).
 - 3.12.1(d) Any steps the individuals should take to protect themselves from potential harm resulting from the breach.
 - 3.12.1(e) A description of what the Business Associate is doing to investigate the breach, to mitigate harm to individuals and to protect against any further breaches.
 - 3.12.1(f) Contact procedures for individuals to ask questions or learn additional information, which shall include the Business Associate's toll-free number, email address, Web site, or postal address.
 - 3.12.1(g) A proposed media release developed by the Business Associate.
 - 3.12.2 Work with Covered Entity to ensure the necessary notices are provided to the recipients, prominent media outlet, and to report the breach to the Secretary of Health and Human Services (HHS) as required by 45 C.F.R. Part 164, Subpart D.;
 - 3.12.3 Pay the costs of the notification for breaches that occur as a result of any act or failure to act on the part of any employee, officer, or agent of the Business Associate;
 - 3.12.4 Co-ordinate with the Covered Entity in determining additional specific actions that will be required of the Business Associate for mitigation of the breach.

4. PERMITTED USES AND DISCLOSURES

Except as otherwise limited in this Agreement, if the Contract permits, Business Associate may

- 4.1. Use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure would not violate the Subpart E of 45 C.F.R. Part 164 if done by Covered Entity;
- 4.2. Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- 4.3. Disclose PHI for the proper management and administration of the Business Associate, provided that:

- 4.3.1 Disclosures are Required by Law; or
- 4.3.2 Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- 4.4 Use PHI to provide data aggregation services to Covered Entity as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B).

5. REPORTING IMPROPER USE OR DISCLOSURE

The Business Associate shall report to the Covered Entity within five (5) business days from the date the Business Associate becomes aware of:

- 5.1 Any use or disclosure of PHI not provided for by this agreement
- 5.2 Any Security Incident and/or breach of unsecured PHI

6. OBLIGATIONS OF COVERED ENTITY

The Covered Entity agrees to the following:

- 6.1 Notify the Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- 6.2 Notify the Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect the Business Associate's use or disclosure of PHI.
- 6.3 Notify the Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.
- 6.4 Not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.
- 6.5 Provide Business Associate with only that PHI which is minimally necessary for Business Associate to provide the services to which this agreement pertains.

7. TERM AND TERMINATION

7.1 **Term.** The Term of this Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.

7.2 **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:

- 7.2.1 Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
- 7.2.2 Immediately terminate this Agreement; or
- 7.2.3 If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.

7.3 **Effect of Termination.**

- 7.3.1 Except as provided in paragraph (2) of this section or in the Contract, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
- 7.3.2 In the event that Business Associate determines that the PHI is needed for its own management and administration or to carry out legal responsibilities, and returning or destroying the PHI is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall:
 - 7.3.2(a) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - 7.3.2(b) Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining PHI that the Business Associate still maintains in any form;

- 7.3.2(c) Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the PHI;
- 7.3.2(d) Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at Section 4, "Permitted Uses and Disclosures" which applied prior to termination; and
- 7.3.2(e) Return to Covered Entity or, if agreed to by Covered Entity, destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

7.4 Survival

The obligations of Business Associate under this Section shall survive the termination of this Agreement.

8. GENERAL TERMS AND CONDITIONS

- 8.1 This Agreement amends and is part of the Contract.
- 8.2 Except as provided in this Agreement, all terms and conditions of the Contract shall remain in force and shall apply to this Agreement as if set forth fully herein.
- 8.3 In the event of a conflict in terms between this Agreement and the Contract, the interpretation that is in accordance with the HIPAA Rules shall prevail. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules.
- 8.4 A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Contract for cause.
- 8.5 The Parties agree to take such action as is necessary to amend this Agreement from time to time for Covered Entity to comply with the requirements of the HIPAA Rules.

IN WITNESS WHEREOF, Covered Entity and Business Associate have executed this Agreement effective on the date as stated above.

ALABAMA MEDICAID AGENCY

Clay Gaddis
 Signature
 Clay Gaddis
 Printed Name
 Privacy Officer
 Title

2/26/2020
 Date

BUSINESS ASSOCIATE

Grace Thomas
 Signature
 GRACE THOMAS
 Printed Name
 Medical Officer, FHS
 Title

2/7/2020
 Date