

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

THIS AGREEMENT is effective October 1, 2024, by and between, the Alabama Medicaid Agency (hereinafter referred to as Medicaid) and The Alabama Department of Public Health (hereinafter referred to as Contractor), regarding an 1115 Research and Demonstration Waiver for Plan First; and

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

The contractor will pay the state share for services and staff dedicated to Plan First/Family Planning services, including but not limited to:

1. Salary, benefits, and travel for one nurse position with Medicaid who will be designated to monitor the daily program operations of the waiver. Travel costs will not exceed \$2,000 per fiscal year. **The state share is 10% of the cost of staff and 10% of the travel costs.**
2. Salary, benefits, and travel for one nurse position with Medicaid who will be designated to monitor quality assurance and improvement initiatives and the requirements of the waiver. Travel costs will not exceed \$2,000 per fiscal year. **The state share is 10% of the cost of staff and 10% of the travel costs.**
3. Salary and benefits: Medicaid will reimburse ADPH 50% of salary and benefit cost for one ADPH Administrative Support Assistant II positions designated to provide technical support to ADPH staff and Plan First applicants. ADPH will provide the state share. **The state share is 10% of the cost of staff and 10% of the travel costs.**
4. Salary and benefits: Medicaid will reimburse ADPH 50% of salary, benefits, and travel cost for one ADPH Training and Outreach (TOC) position designated to developing and implementing a communication plan to improve enrollment and participation in Plan First; developing program materials, such as educational fact sheets and brochures for providers and potential Plan First participants; and developing and implementing a training plan to ensure providers have current Plan First program information. ADPH will compensate the remaining 50% of the of salary, benefits, and travel cost for one ADPH Public Health Educator (PHE) SR Training and Outreach (TOC) position. ADPH will provide the state share. Travel costs will not exceed \$500 per fiscal year **The state share is 10% of the cost of staff and 10% of the travel costs.** The TOC position spends 100% of time on the Family Planning program.
5. Salary and benefits: Medicaid will reimburse ADPH 50% of salary, benefits, and travel cost for one ADPH Public Health Educator (PHE) position designated for community outreach of education and program materials to providers and potential Plan First participants to improve enrollment and participation in Plan First. ADPH will compensate the remaining 50% of the of salary, benefits, and travel cost for one ADPH Public Health Educator (PHE) position. ADPH will provide the state share. Travel costs will not exceed \$5,000 per fiscal year. **The state share is 10% of the cost of staff and 10% of the travel costs.** The ADPH PHE position spends 100% of time on the Family Planning program.
6. Salary, benefits and travel: Medicaid will reimburse ADPH 25% of salary, benefits and travel cost for ADPH Nurse Manager position designated to manage clinical operations of the Plan First program. ADPH will provide the state share, ADPH will compensate the remaining 75% of the of

salary, benefits, and travel cost for one ADPH Nurse Manager position. Travel costs will not exceed \$500 per fiscal year. **The state share is 10% of the cost of staff and 10% of the travel costs.** The ADPH Nurse Manager spends 25% of time on the Family Planning Program.

7. Salary and benefits: Medicaid will reimburse ADPH 50% of one Health Services Administrator II position designated to manage administrative operations of the program. ADPH will compensate the remaining 50% of the of salary, benefits, and travel cost for one Health Services Administrator II position. ADPH will provide the state share. **The state share is 10% of the cost of staff and 10% of the travel costs.** The Health Service Administrator II position spends 100% of time on the Family Planning program.
8. Salary, benefits, and travel: Medicaid will reimburse ADPH 50% of salary and benefit and travel cost for one Nurse Practitioner Director Position designated to manage Clinical Nurse Practitioner operations of the Plan First program. ADPH will compensate the remaining 50% of the of salary, benefits, and travel cost for one Nurse Practitioner Director position. Travel costs will not exceed \$4,000 per fiscal year. ADPH will provide the state share. **The state share is 10% of the cost of staff and 10% of the travel costs.** The ADPH Nurse Practitioner Director position spends 100% of time on the Family Planning program.
9. On a quarterly basis due by the 45th day after the beginning of the quarter, submit current staffing status report to Medicaid's Family Planning/Plan First Unit. The staffing report should include at a minimum: the employee's name, hire date, current employment status, employee's title/classification, and salary.
10. Cost incurred by Medicaid from Gainwell Technology for monthly claims processing rates at applicable rate (dollars per line item) for fiscal year 2025. **The processing of claims is reimbursable at a 50% administrative match rate.**
11. Purchase of computer equipment for Medicaid Plan First Outstation workers. ADPH agrees to purchase/replace computer equipment/furniture and install computer equipment as necessary, and bill Medicaid for the equipment. The following furniture equipment may be required as a minimum to perform normal family planning duties: desk with drawers, swivel chair, two chairs for clients, computer and printer, table(s) for computer and printer, telephone, calculator, wall bulletin board, five locking vertical five drawer file cabinets or equivalent filing space that locks (these house active case records and two years of inactive records). **Medicaid will pay ADPH for the equipment and will then bill ADPH for the state share of the equipment at a 25% match rate.**

Due to federal regulations, a private space should be for the workers so that confidentiality can be assured to the Medicaid clients during interviews and telephone contacts. The workers also need to be able to lock the office door and the file cabinets so that Health Insurance Portability and Accountability Act (HIPAA) security measures are met. ADPH will assume full responsibility for computer equipment maintenance through warranties, maintenance contracts, or other methods such that 48-hour initial response is assured. Medicaid will provide help desk support for Medicaid applications software. ADPH will provide help desk support for the operating system, communications software used by ADPH and SmartSuite software. If equipment is relocated from the original site at the direction of Medicaid, costs for such move and installation will be borne by Medicaid. If equipment is relocated at ADPH's request, ADPH will bear all costs associated with the move and reinstallation.

12. Cost of eligibility certifications completed by the Medicaid workers. The cost of these certifications/redeterminations will be determined by identifying the total number of individuals



awarded, denied or terminated from the project. This number will be established by determining the total number of Plan First system transactions completed by the Medicaid eligibility workers. Plan First system transactions performed as a percent of total transactions will be determined, and ADPH will be billed the state share for that percentage of the personnel costs of the division. ADPH will not be billed for initial certification of beneficiaries that are accomplished systematically without intervention of an eligibility worker, these certifications are sometimes referred to as "flips". **The state share is at a 25% match rate.**

13. All family planning medical services provided to women certified for the demonstration is at a **10% state share match rate**, or at the applicable rate as determined by CMS
14. Cost for service provision for Intrauterine Device complications provided to women certified for the demonstration is at a **10% state share match rate**, or at the applicable rate as determined by CMS.
15. All costs to mail family planning notices to Medicaid recipients and providers. **The state share is at a 10% match rate.**
16. Salary and benefits for up to two (2) Plan First Certification Unit staff who are designated to process the Plan First applications and renewals. **The state share is at a 10% match rate.**
17. Cost of birth certificates provided by ADPH through vital statistics and utilized by Medicaid's eligibility staff for the citizenship and alienage requirements at a **10% state match rate**, or at the applicable rate as determined by CMS.
18. Smoking cessation products for Medicaid recipients on the Plan First program. Products to be covered include nicotine patches, nicotine gum, nicotine lozenges, bupropion tablets, and varenicline tablets. **State share is at the regular FMAP rate.**
19. Sterilizations provided to men certified for the demonstration at a **10% state match rate**, or at the applicable rate as determined by CMS.
20. ADPH will collaborate with the Alabama Coordinated Health Network (ACHN) and agrees to make referrals for care coordination services through the appropriate ACHN by distributing ACHN referral materials and/or information to Medicaid enrollees receiving family planning services in ADPH clinics.
21. Under no circumstances shall the maximum amount payable by Medicaid to ADPH under this Memorandum of Agreement exceed \$375,000.00 annually for salaries, fringe, travel and birth certificates.
22. All cost settlement/adjustment requests for reimbursement shall be in accordance with applicable reimbursement criteria passed by the Alabama Legislature as well as applicable federal regulations and the 1115 Plan First Demonstration Waiver, Special terms and Conditions. Actual documented cost adjustments shall be submitted to the Managed Care Division, Plan First Program with supporting financial documentation and must support each cost adjustment. Other documentation may be requested as deemed necessary by Medicaid and must support a clear audit trail. Interim rates will be established based upon cost and will be adjusted to actual documented costs at least annually.

23. All interim cost adjustment reimbursement requests under this contract are due to Medicaid by March 31, 2025., additionally, final cost adjustments reimbursement requests are due to Medicaid by July 31, 2025.. Medicaid will bill ADPH for the State Share on a quarterly basis. Any indirect costs billed for this contract period must be approved by Medicaid.
24. Medicaid will pay the state share on pharmacy costs associated with oral contraceptives, contraceptive patch and the contraceptive ring. The State share is at a 10% match rate.
25. Allowable costs reimbursable under this contract will include all work performed under the terms of this agreement.
26. Medicaid will bill ADPH quarterly for the above expenditures and ADPH agrees to reimburse Medicaid for the state share of such expenditures within thirty days of receipt of the invoice except in such cases where invoiced charges are under review and consideration.
27. Any monies expended for services performed by ADPH above the budget neutrality limits as determined by CMS must be reimbursed by ADPH. There will be no Financial Participation available for those dollars.
28. Medicaid may conduct utilization and quality reviews for services provided under this MOU agreement.
29. ADPH agrees and acknowledges that payments made under this agreement are subject to review, audit, adjustment, and recoupment action.
30. 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.
31. ADPH will correct 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 fifteen (15) business days of notification. Medicaid will review and respond to the corrective action plan (CAP) within fifteen (15) business days of receipt. 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 forty-five (45) days from CAP approval by Medicaid.
32. This agreement is contingent upon the continuing approval by CMS of an 1115 Demonstration Waiver for Plan First. The parties' obligations hereunder shall cease upon a termination of such Waiver.
33. The parties' obligations to make payment hereunder are subject to the availability of state and federal funds. Medicaid and Contractor agree that the total amount under this MOU shall not exceed \$750,000.00 for the contract term. 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.



34. This Memorandum of Understanding shall be effective October 1, 2024 through September 30, 2025, and 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.
35. 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.
36. 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.

37. 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.
38. 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).
39. 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.

40. 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.)
41. All services rendered by Contractor shall be as an independent contractor and not as an employee (merit or otherwise) of the State of Alabama, and Contractor shall not be entitled to or receive Merit System benefits.
42. In compliance with Ala Code § 41-16-5, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.
43. In compliance with Ala Code § 41-16-163 by signing this contract, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.
44. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled, and, to the extent permissible by law, the supplier shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract. To the extent permissible by law, this cost of cancellation may be paid from any appropriations available for that purpose.
45. In the event that proration of appropriated funds from which the State is to pay the supplier is declared by the Governor pursuant to Section 41-4-90 of the Code of Alabama, the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract to extend or change payment terms or amounts, or terminating the contract. In all circumstances, it is agreed that the terms and commitments of this contract shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama, as amended.
46. 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.
47. All parties shall comply with the provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and any implementing regulations as adopted.
48. 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

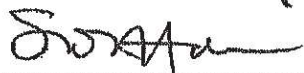


the subcontractor documentation that shall be available upon request by the Alabama Medicaid Agency.

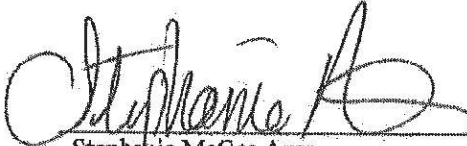
49. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found 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 Department of Public  
Health

Alabama Medicaid Agency  
This contract has been reviewed for  
and is approved as to content.



Contractor Signature



Stephanie McGee Azar  
Commissioner

Tax ID: \_\_\_\_\_

Date Signed: 10/10/24

Date Signed: 10/25/24

This contract 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



Legal Counsel

APPROVED AS TO FORM AND  
COMPLIANCE WITH APPLICABLE  
RULES AND REGULATIONS  
DEPT. OF PUBLIC HEALTH

OCT 09 2024



OFFICE OF GENERAL COUNSEL

**DATA SHARING AGREEMENT  
BETWEEN  
THE ALABAMA DEPARTMENT OF PUBLIC HEALTH  
AND  
THE ALABAMA MEDICAID AGENCY**

**I. PURPOSE**

The purpose of this agreement is to address the security requirements that must be met and to establish the terms and conditions under which the Alabama Department of Public Health (hereinafter referred to as "ADPH") will obtain access to data maintained by the Alabama Medicaid Agency (hereinafter referred to as "Medicaid").

This agreement may not be assigned nor delegated without prior approval by the Commissioner of Medicaid or as documented in this agreement. ADPH agrees that it is responsible for compliance with the terms of this agreement for all employees, subcontractors, or agents. Prior to receiving information from Medicaid, ADPH must obtain a fully executed agreement from its subcontractors or agents requiring them to be bound by the restrictions of this agreement. Furthermore, any data shared with employees, subcontractors, or agents will be subject to all applicable requirements regarding privacy and confidentiality that are described herein.

**II. DATA UTILIZATION**

The data shared between ADPH and Medicaid under the terms of this agreement will be utilized for the purpose described below:

The widespread growth in communications has significantly enhanced the opportunity to use advanced information technology for interaction and data sharing among public and private sectors. However, the advantages provided by such technology come with an element of risk to the confidentiality and integrity of data. Below is a background on why data covered under this agreement is to be shared between ADPH and Medicaid.

Under the terms and conditions of the 1115 Plan First Demonstration Waiver, Medicaid is required to submit quarterly and annual reports to CMS. These reports contain data such as annual expenditures for the demonstration populations for each demonstration year, with administrative cost; number of actual births; yearly enrollments reports; and total number of participants. The ADPH has been a joint partner in the Plan First Waiver Program from the development stage.

Various departments within the ADPH have the responsibilities as outlined below:

- a) Providing adjunct training in use of the PT+3 protocol to Title X family planning ADPH providers,
- b) Providing oral contraceptives, contraceptive vaginal rings, contraceptive patches, and Depo-Provera injections, IUDs, implants, condoms, diaphragms, spermicides and sterilizations to Plan First program participants.

**III. EFFECTIVE DATE**

This agreement shall take effect October 1, 2024.

**IV. EXPIRATION DATE**



This agreement shall remain in effect until September 30, 2025. In the event of cancellation, written notice of such termination must be provided by the canceling party; in which case, the termination shall be effective 30 days after the date of the notice or at a later date specified in the termination notice.

In the event of a violation of the terms specified herein, Medicaid has the right to immediately terminate this agreement.

## V. DEFINITIONS APPLICABLE TO THIS AGREEMENT

1. **Access:** The ability to read, write, modify, or communicate data/information or otherwise use any system resource.
2. **Administrative safeguards:** Are administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic protected health information and to manage the conduct of the Entity short name's workforce in relation to the protection of that information.
3. **Availability:** The property that data or information is accessible and useable upon demand by an authorized person.
4. **Confidentiality:** The property that data or information is not made available or disclosed to unauthorized persons or processes.
5. **Encryption:** The use of an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without use of a confidential process or key.
6. **Facility:** The physical premises and the interior and exterior of a building(s).
7. **Information system:** An interconnected set of information resources under the same direct management control that shares common functionality. A system normally includes hardware, software, information, data, applications, communications, and people.
8. **Integrity:** The property that data or information have not been altered or destroyed in an unauthorized manner.
9. **Physical safeguards:** Are physical measures, policies, and procedures to protect electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.
10. **Privacy:** The ability to ensure that personal and unrelated information are not unnecessarily disclosed.
11. **Security incident:** The attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
12. **Technical safeguards:** The technology and the policy and procedures for its use that protect electronic protected health information and control access to it.
13. **User:** A person or entity with authorized access.

## VI. AMENDMENTS

Any amendments to this agreement must be in writing and signed by both parties.

## VII. POLICY

This agreement with the associated MOU, if applicable, establishes the fundamental rules and requirements for the exchange of Medicaid confidential information with ADPH and sets forth the terms under which ADPH agrees to furnish data to Medicaid and receive data from Medicaid. Confidential information is construed broadly to include Medicaid data, Protected Health Information (PHI), and Personally Identifiable Information

(PII), which shall include all data provided to Medicaid by the Social Security Administration (SSA), as applicable.

It is permissible to use electronic media for transmission as long as an acceptable method is utilized to provide for confidentiality and integrity of this data, and that authentication or identification procedures are employed to assure that both the sender and recipient of the data are known to each other and are authorized to receive and use such information.

## **VIII. SECURITY REQUIREMENTS**

In order to ensure the confidentiality, integrity, and security of all electronic protected health information (ePHI) transmitted by Medicaid under this agreement, ADPH is required to have in place the appropriate administrative, physical, and technical safeguards that meet the standards established in the Security Rule provisions of the Health Insurance Portability and Accountability Act (HIPAA) located in 45 CFR Part 160 and Subpart C of Part 164, as well as the "recognized security practices," established in Section 13412 of the Health Information Technology for Economic and Clinical Health Act (HITECH).

By entering into this agreement, ADPH is affirming that it currently has safeguards in place that provide a level and scope of security that is not less than that established under the applicable provisions of HIPAA and HITECH and the implementing regulations promulgated thereunder from time to time by the U.S. Department of Health and Human Services (HHS).

Additionally, ADPH shall ensure that its systems or system components that create, store, process, or transmit information under this agreement meet the Security Standards and Specifications established in:

- Federal Office of Management and Budget (OMB) Circular A-130;
- National Institute for Standards and Technology (NIST) Special Publication 800-53 *Security and Privacy Controls for Federal Information Systems* and other applicable NIST standards; and
- Federal Information Processing Standard (FIPS) 200, *Minimum Security Requirements for Federal Information and Information Systems*

## **FEDERALLY REGULATED INFORMATION**

### **Social Security Administration (SSA) Information**

If SSA information is shared as part of this agreement

ADPH agrees to:

- Comply with the electronic information exchange security requirements detailed in SSA publication, the *Electronic Information Exchange Security Requirement and Procedures for State and Local Agencies*.
- Report to Medicaid any use or disclosure of Social Security Administration information not provided for by this agreement of which ADPH becomes aware. This report shall be made to Medicaid no later than one (1) hour from the time ADPH becomes aware of the unauthorized use or disclosure.

### **Federal Tax Information (FTI)**

If FTI is shared as part of this agreement,

ADPH agrees to:

- Comply with the Tax Information Security guidelines for Federal, State and Local Agencies as specified in the most recent version of Internal Revenue Service Publication 1075 (I.R.S. Pub. 1075)



- Report to Medicaid any use or disclosure of FTT not provided for by this agreement of which ADPH becomes aware. This report shall be made to Medicaid no later than twenty-four (24) hours from the time ADPH becomes aware of the unauthorized use or disclosure.

By entering into this agreement, ADPH understands and acknowledges the penalties for improper disclosure of federally regulated information set forth at 26 CFR § 301.6103(n) and IRC §7213 and §741, respectively.

#### IX. JUSTIFICATION FOR ACCESS

<b>Data Request or Research Number (If applicable)</b>	
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#### X. DESCRIPTION OF DATA

The type of data to be shared may include but is not limited to annual expenditure report; recipient's personally identifiable information; administrative data; number of actual births; yearly enrollments reports; total number of participants; and budget neutrality monitoring worksheets.

#### XI. ADPH: TECHNICAL CONTACTS FOR DATA FORMAT AND CONTENT

Contact Name & Title	Contact Information	Contact for Questions Regarding:
Trina Simmons, MSN, CRNP NP Director/FP Director Alabama Department of Public Health	Telephone Number: (334) 206-5665 Shift Schedule: 7:30 AM - 4:30 PM Email Address: Trina.Simmons@adph.state.al.us	Trina Simmons, MSN, CRNP NP Director/FP Director Alabama Department of Public Health

#### XII. MEDICAID TECHNICAL CONTACTS FOR DATA FORMAT AND CONTENT

Contact Name & Title	Contact Information	Contact for Questions Regarding:
Travis D. Houser, DBA, MBA Director Managed Care Division	334-353-5907 Monday-Friday 8:00 AM - 4:30 PM Travis.houser@medicaid.alabama.gov	Data content, format, and submission
Susan Jones Director of Business Analytics	334-242-5553 Monday-Friday 8:00 AM - 5:00 PM Susan.jones@medicaid.alabama.gov	Information Security policy, security incidents

#### XIII. METHOD OF DATA ACCESS OR TRANSFER

If data is exchanged via diskettes, compact disc (CD), tapes, File Transfer Protocol (FTP), etc. ADPH shall provide formal documented, procedures to the Agency's Data Governance Office for review and approval. The procedures must identify the process and method by which the data is received, stored, transferred, and removed into and out of the designated storage location/facility to ensure total custody and control of the requested Medicaid information. The Agency's Chief Data Officer shall approve all methods of Data Access and Transfers under this agreement.

Methods of data access may be orally, data access files, secured e-mail, and/or electronic transfer.

#### XIV. ADPH EMAIL NOTIFICATION LIST (OPTIONAL)

Email Contact Name & Title	Contact Information
Trina Simmons, MSN, CRNP NP Director/FP Director Alabama Department of Public Health	Telephone Number: (334) 206-5665 Shift Schedule: 7:30 AM - 4:30 PM Email Address: Trina.Simmons@adph.state.al.us
Jennifer Young Health Services Administrator II, Title X Alabama Department of Public Health	Telephone Number: (334) 206-9311 Shift Schedule: 8:30 AM - 5:00 PM Email Address: jennifer.young@adph.state.al.us

#### XV. MEDICAID EMAIL NOTIFICATION LIST (OPTIONAL)

Email Contact Name & Title	Contact Information
Travis D. Houser, DBA, MBA Director Managed Care Division	334-353-5907 Monday-Friday 8:00 AM - 4:30 PM Travis.houser@medicaid.alabama.gov
Susan Jones Director of Business Analytics Alabama Medicaid Agency	334-242-5553 Monday-Friday 8:00 AM - 5:00 PM Susan.jones@medicaid.alabama.gov

#### XVI. DATA SHARING FINANCIAL OBLIGATIONS

Medicaid has no data sharing financial obligations.

#### XVII. COMPLIANCE

ADPH accepts responsibility to take all reasonable steps to ensure compliance with the conditions set out in this agreement and applicable State and Federal laws, and to ensure that unacceptable use of Medicaid data does not occur.

ADPH shall notify Medicaid within five (5) business days of any breach of unsecured protected health information. Such notification shall be in writing to the Medicaid Privacy Officer and shall include identification of the individuals impacted by the breach, the type of information compromised, a description of the breach and efforts undertaken by ADPH to mitigate the breach.

If ADPH is a business associate as defined by HIPAA, ADPH shall comply with the breach notification obligations as stated in the Business Associate Agreement executed with this agreement which are requirements under the HIPAA Breach Notification Rule located at 45 CFR §§ 164.400-414.

ADPH shall make internal practices, books, records, facilities and systems relating to the use and disclosure of information under this agreement available to Medicaid within five (5) business days of written notice from Medicaid for purposes of determining compliance with this agreement.



ADPH shall ensure that any subcontractors performing work related to the protected health information received from Medicaid agree and are contractually bound to the same restrictions, conditions, and requirements established in this agreement and the associated MOU and/or Business Associate Agreement, as applicable.

**XVIII. INFORMATION SYSTEMS/TECHNOLOGY MANAGER AUTHORITY**

**Medicaid Authority:**

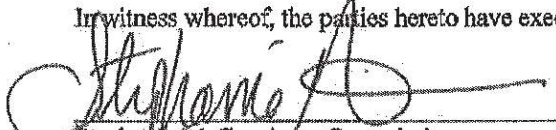
Mason Tanaka  
Chief Information Officer  
501 Dexter Ave.] Montgomery, AL 36103  
334-353-3714  
Email : [Mason.Tanaka@medicaid.alabama.gov](mailto:Mason.Tanaka@medicaid.alabama.gov)

**ADPH Authority:**

Regina Patterson, Director  
Bureau of Information Technology  
Alabama Dept of Public Health  
201 Monroe Street, Suite 842  
Montgomery, AL 36104  
Email: [regina.patterson@adph.state.al.us](mailto:regina.patterson@adph.state.al.us)

**XIX. SIGNATURES**


In witness whereof, the parties hereto have executed this agreement as evidenced by their signatures below.

  
Stephanie McGee Azar, Commissioner,  
Alabama Medicaid Agency

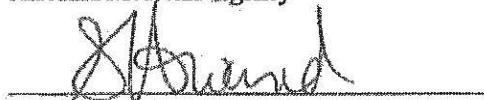
10/25/24  
Date

  
Alabama Department of Public Health

10/10/24  
Date

  
Legal Counsel  
Alabama Medicaid Agency

10/23/2024  
Date

  
Legal Counsel  
Alabama Department of Public Health

10/9/2024  
Date

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

**KNOW ALL MEN BY THESE PRESENT** that the Alabama Medicaid Agency (Medicaid), and the Alabama Department of Public Health (hereafter referred to as "Contractor"), previously entered into an Agreement pursuant to contract number C250620144, effective October 1, 2024; and

**WHEREAS**, the original agreement requires that any amendments be in writing and signed by both parties;

**NOW, THEREFORE**, let it be known that Medicaid and the Contractor do hereby amend said agreement as follows:

1. Item number 23 on page 4 of original Agreement reads:

All interim cost adjustment reimbursement requests under this contract are due to Medicaid by March 31, 2025., additionally, final cost adjustments reimbursement requests are due to Medicaid by July 31, 2025. Medicaid will bill ADPH for the State Share on a quarterly basis. Any indirect costs billed for this contract period must be approved by Medicaid.

The sentence is hereby deleted, and the parties agree that it is replaced with the following:

All interim cost adjustment reimbursement requests under this contract are due to Medicaid by July 31, 2025., additionally, final cost adjustments reimbursement requests are due to Medicaid by December 31, 2025. Medicaid will bill ADPH for the State Share on a quarterly basis. Any indirect costs billed for this contract period must be approved by Medicaid.

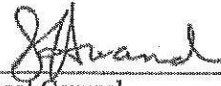
2. **FURTHER**, that Medicaid and the Contractor do herein reaffirm their respective rights, obligations, terms, conditions, and covenants in the original contract and any amendments thereto, that are not altered by or in conflict with this amendment.

Alabama Department of Public  
Health

  
Contractor Signature

Tax ID: \_\_\_\_\_

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

  
Legal Counsel

Alabama Medicaid Agency  
This contract has been reviewed for and is  
approved as to content.

  
Stephanie McGee Azar  
Commissioner

Date Signed: 4-11-25

This contract 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



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE DEPARTMENT OF REHABILITATION SERVICES/CHILDREN'S REHABILITATION  
SERVICE  
AND  
THE ALABAMA MEDICAID AGENCY**

THIS AGREEMENT is effective October 1, 2024, by and between, the Alabama Medicaid Agency (hereinafter referred to as Medicaid) and The Department of Rehabilitation Services/Children's Rehabilitation Service. (hereinafter referred to as CRS or Contractor), regarding administering the Program for Children with Special Health Care Needs in the State of Alabama; and

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 Service 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 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 Service, health assessment, treatment and follow-up Service 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 Service;

NOW, THEREFORE, the parties to this agreement hereby agree that Contractor shall participate in the Alabama Medicaid Program for the purpose of providing Service 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 Service 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 Service, 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 provisions.
4. The 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 Service include preventive, diagnostic, therapeutic rehabilitative or palliative items or Service that are provided in a clinic setting that is not part of a hospital but is organized and operated to provided medical care to outpatients. These clinic Service shall only be furnished by or under the direction of a physician. Contractor must ensure that each eligible child receives all the clinic Service contained in the patient care plan, that such Service 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. 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:, arthritis, augmentative communications/technology, cerebral palsy (includes neuro-ortho clinic), cleft palate, craniofacial, craniofacial orthodontia, cystic fibrosis, eye, feeding genetics, hearing, hearing aid, hearing assessment, hemophilia, limb deficiency, neurology (includes pediatric assessment and pediatric neurology clinics), neuromotor, neurosurgery, orthopedic, pediatric evaluation, pediatric orthopedic specialty, scoliosis, seating, positioning & mobility, seizure, speech pathology, spina bifida (includes multi-specialty clinic), teen transition, and urology.
8. The types of Service provided in clinics include only those Service described in the Provider Manual such as: prescriptions for Service or medications, diagnosis of medical condition, completion of durable medical equipment assessments, development of a patient care plan, therapy Service (physical, occupational, speech), nursing and social work Service, patient & parent education, audiology Service (hearing assessment and hearing aid Service), physician Service, multidisciplinary evaluations, care coordination, orthotic, prosthetic, optometric Service, including optician Service if warranted.
9. The contractor also provides non-clinic Service, which are defined as those Service which are purchased through the Contractor on behalf of Medicaid eligible patients. These Service are listed in the Provider Manual and include such things as radiology Service, medications, occupational therapy, physical therapy, speech therapy, hearing aids, hearing aid ancillary Service, and orthodontic Service. Refer to the Provider Manual for Children's Rehabilitation Service.
10. Payment by Medicaid for Service 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 Contractor's costs associated with providing clinic Service 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. Non-clinic/Purchased Service- Contractor shall file under a separate NPI provider number for non-clinic/purchased Service. 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 Service under comparable circumstances as provided for in 42 C.F.R 447.325. The Contractor shall bill for non-clinic/purchased Service as described in the Provider Manual for Children's Rehabilitation Service.
13. Administrative/Indirect Costs-Contractor's administrative overhead will be addressed in the Provider Manual for Children's Rehabilitation Service.
14. Medicaid agrees Contractor may submit claims for covered Service by use of electronic claims submission.
15. Contractor hereby agrees to establish and maintain on file the signature of each recipient of Service furnished by 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.
16. Contractor shall retain and maintain detailed records, including original source documents which shall fully disclose the nature and extent of the Service as reflected in the electronic media claims submitted for the time period.
17. 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.
18. Medicaid will make payment to Contractor, the grantee as allowed under 42 C.F.R. Section 431.615 (c) (4).
19. Medicaid and Contractor agree to meet at mutually agreed upon times, but no less than quarterly, to discuss and plan for improved Service 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.
20. 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.



21. This Memorandum of Understanding shall be effective October 1, 2024, through September 30, 2029, and 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.
22. 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.
23. 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.

24. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled, and, to the extent permissible by law, the supplier shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or Service delivered under the contract. To the extent permissible by law, this cost of cancellation may be paid from any appropriations available for that purpose.

In the event that proration of appropriated funds from which the State is to pay the supplier is declared by the Governor pursuant to Section 41-4-90 of the Code of Alabama, the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract to extend or change payment terms or amounts, or terminating the contract. In all circumstances, it is agreed that the terms and commitments of this contract shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama, as amended.

25. 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).



26. 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.
27. 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.)
28. All Service rendered by Contractor shall be as an independent contractor and not as an employee (merit or otherwise) of the State of Alabama, and Contractor shall not be entitled to or receive Merit System benefits.
29. In compliance with Ala Code § 41-16-163, by signing this contract, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.
30. In compliance with Ala Code § 41-16-5, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.
31. 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.
32. All parties shall comply with the provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and any implementing regulations as adopted.
33. 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 Service 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.

34. 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.

The Department of Rehabilitation  
Services

Alabama Medicaid Agency  
This contract has been reviewed for  
and is approved as to content.

*Jane Elizabeth Burdeshaw*

Jane Elizabeth Burdeshaw  
Commissioner

Date Signed: 10/10/2024

*Stephanie McGee Azar*

Stephanie McGee Azar  
Commissioner

Date Signed: 10/25/24

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

*Ashley Hamlett*

Legal Counsel

*[Signature]*

Legal Counsel



Alabama  
Mon

**DATA SHARING AGREEMENT  
BETWEEN  
THE DEPARTMENT OF REHABILITATION SERVICES/CHILDREN'S REHABILITATION  
SERVICE  
AND  
THE ALABAMA MEDICAID AGENCY**

**I. PURPOSE**

The purpose of this agreement is to address the security requirements that must be met and to establish the terms and conditions under which The Department of Rehabilitation Services/Children's Rehabilitation Service (hereinafter referred to as "CRS") will obtain access to data maintained by the Alabama Medicaid Agency (hereinafter referred to as "Medicaid").

This agreement may not be assigned nor delegated without prior approval by the Commissioner of Medicaid or as documented in this agreement. CRS agrees that it is responsible for compliance with the terms of this agreement for all employees, subcontractors, or agents. Prior to receiving information from Medicaid, CRS must obtain a fully executed agreement from its subcontractors or agents requiring them to be bound by the restrictions of this agreement. Furthermore, any data shared with employees, subcontractors, or agents will be subject to all applicable requirements regarding privacy and confidentiality that are described herein.

**II. DATA UTILIZATION**

The data shared between CRS and Medicaid under the terms of this agreement will be utilized for the purpose described below:

The data share between CRS will be used to develop or enhance data collection and reporting capacity and provide quality reporting requirements.

**III. EFFECTIVE DATE**

This agreement shall take effect as of the date of signature by both parties.

**IV. EXPIRATION DATE**

This agreement shall remain in effect until September 30, 2029. In the event of cancellation, written notice of such termination must be provided by the canceling party; in which case, the termination shall be effective 30 days after the date of the notice or at a later date specified in the termination notice.

In the event of a violation of the terms specified herein, Medicaid has the right to immediately terminate this agreement.

**V. DEFINITIONS APPLICABLE TO THIS AGREEMENT**

1. **Access:** The ability to read, write, modify, or communicate data/information or otherwise use any system resource.
2. **Administrative safeguards:** Are administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic

protected health information and to manage the conduct of the Entity short name's workforce in relation to the protection of that information.

3. **Availability:** The property that data or information is accessible and useable upon demand by an authorized person.
4. **Confidentiality:** The property that data or information is not made available or disclosed to unauthorized persons or processes.
5. **Encryption:** The use of an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without use of a confidential process or key.
6. **Facility:** The physical premises and the interior and exterior of a building(s).
7. **Information system:** An interconnected set of information resources under the same direct management control that shares common functionality. A system normally includes hardware, software, information, data, applications, communications, and people.
8. **Integrity:** The property that data or information have not been altered or destroyed in an unauthorized manner.
9. **Physical safeguards:** Are physical measures, policies, and procedures to protect electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.
10. **Privacy:** The ability to ensure that personal and unrelated information are not unnecessarily disclosed.
11. **Security incident:** The attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
12. **Technical safeguards:** The technology and the policy and procedures for its use that protect electronic protected health information and control access to it.
13. **User:** A person or entity with authorized access.

## **VI. AMENDMENTS**

Any amendments to this agreement must be in writing and signed by both parties.

## **VII. POLICY**

This agreement with the associated MOU, if applicable, establishes the fundamental rules and requirements for the exchange of Medicaid confidential information with CRS and sets forth the terms under which CRS agrees to furnish data to Medicaid and receive data from Medicaid. Confidential information is construed broadly to include Medicaid data, Protected Health Information (PHI), and Personally Identifiable Information (PII), which shall include all data provided to Medicaid by the Social Security Administration (SSA), as applicable.

It is permissible to use electronic media for transmission as long as an acceptable method is utilized to provide for confidentiality and integrity of this data, and that authentication or identification procedures are employed to assure that both the sender and recipient of the data are known to each other and are authorized to receive and use such information.

## **VIII. SECURITY REQUIREMENTS**

In order to ensure the confidentiality, integrity, and security of all electronic protected health information (ePHI) transmitted by Medicaid under this agreement, CRS is required to have in place the appropriate administrative, physical, and technical safeguards that meet the standards established in the Security Rule provisions of the Health Insurance Portability and Accountability Act (HIPAA) located in 45 CFR Part 160



and Subpart C of Part 164, as well as the "recognized security practices," established in Section 13412 of the Health Information Technology for Economic and Clinical Health Act (HITECH).

By entering into this agreement, CRS is affirming that it currently has safeguards in place that provide a level and scope of security that is not less than that established under the applicable provisions of HIPAA and HITECH and the implementing regulations promulgated thereunder from time to time by the U.S. Department of Health and Human Service (HHS).

Additionally, CRS shall ensure that its systems or system components that create, store, process, or transmit information under this agreement meet the Security Standards and Specifications established in:

- Federal Office of Management and Budget (OMB) Circular A-130;
- National Institute for Standards and Technology (NIST) Special Publication 800-53 *Security and Privacy Controls for Federal Information Systems* and other applicable NIST standards; and
- Federal Information Processing Standard (FIPS) 200, *Minimum Security Requirements for Federal Information and Information Systems*

#### **FEDERALLY REGULATED INFORMATION**

##### **Social Security Administration (SSA) Information**

If SSA information is shared as part of this agreement

CRS agrees to:

- Comply with the electronic information exchange security requirements detailed in SSA publication, the *Electronic Information Exchange Security Requirement and Procedures for State and Local Agencies*.
- Report to Medicaid any use or disclosure of Social Security Administration information not provided for by this agreement of which CRS becomes aware. This report shall be made to Medicaid no later than one (1) hour from the time The Department of Rehabilitation Services/Children's Rehabilitation Service becomes aware of the unauthorized use or disclosure.

##### **Federal Tax Information (FTI)**

If FTI is shared as part of this agreement,

CRS agrees to:

- Comply with the Tax Information Security guidelines for Federal, State and Local Agencies as specified in the most recent version of Internal Revenue Service Publication 1075 (I.R.S. Pub. 1075)
- Report to Medicaid any use or disclosure of FTI not provided for by this agreement of which CRS becomes aware. This report shall be made to Medicaid no later than twenty-four (24) hours from the time CRS becomes aware of the unauthorized use or disclosure.

By entering into this agreement, CRS understands and acknowledges the penalties for improper disclosure of federally regulated information set forth at 26 CFR § 301.6103(n) and IRC § 7213 and § 741, respectively.

#### **IX. JUSTIFICATION FOR ACCESS**

<b>Data Request or Research Number (If applicable)</b>	
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The data shared between ADRS and Medicaid will be used to develop or enhance data collection and reporting capacity to include quality reporting requirements.

**X. DESCRIPTION OF DATA**

CRS will utilize claims data related to all populations who are receiving Service through their clinics.

**XI. CRS: TECHNICAL CONTACTS FOR DATA FORMAT AND CONTENT**

Contact Name & Title	Contact Information	Contact for Questions Regarding:
Cathy Caldwell, CRS-Assistant Commissioner	334-293-7049 <a href="mailto:cathy.caldwell@rehab.alabama.gov">cathy.caldwell@rehab.alabama.gov</a>	Data content, format, and submission
Carlene Robinson, CRS Director Data/Evaluation	334-293-7291 <a href="mailto:carlene.robinson@rehab.alabama.gov">carlene.robinson@rehab.alabama.gov</a>	Data content, format, and submission
Sarah Peyton Weiss, CRS Clinical-Program Specialist	334-293-7182 <a href="mailto:Sarah.weiss@rehab.alabama.gov">Sarah.weiss@rehab.alabama.gov</a>	Information Security policy, security incidents

**XII. MEDICAID TECHNICAL CONTACTS FOR DATA FORMAT AND CONTENT**

Contact Name & Title	Contact Information	Contact for Questions Regarding:
Gary D. Parker Chief Data Officer Data Governance Office Director, Alabama's State HIE, One Health Record	(334)242-5011 <a href="mailto:Gary.parker@medicaid.alabama.gov">Gary.parker@medicaid.alabama.gov</a>	Data content, format, and submission
Brad Bird Director of Governance, Risk, and Compliance	(334)353-8766 <a href="mailto:Brad.bird@medicaid.alabama.gov">Brad.bird@medicaid.alabama.gov</a>	Information Security policy, security incidents

**XIII. METHOD OF DATA ACCESS OR TRANSFER**

If data is exchanged via diskettes, compact disc (CD), tapes, File Transfer Protocol (FTP), etc. CRS shall provide formal documented, procedures to the Agency's Data Governance Office for review and approval. The procedures must identify the process and method by which the data is received, stored, transferred, and removed into and out of the designated storage location/facility to ensure total custody and control of the requested Medicaid information. The Agency's Chief Data Officer shall approve all methods of Data Access and Transfers under this agreement.

**XIV. CRS EMAIL NOTIFICATION LIST (OPTIONAL)**

Email Contact Name & Title	Contact Information
Sonia Cleckler, CRS, Program Specialist Speech/Language Pathology	334-293-7204, <a href="mailto:Sonia.cleckler@rehab.alabama.gov">Sonia.cleckler@rehab.alabama.gov</a>
Sarah Peyton Weiss, CRS Clinical-Program Specialist	334-293-7182 <a href="mailto:Sarah.weiss@rehab.alabama.gov">Sarah.weiss@rehab.alabama.gov</a>



**MEDICAID EMAIL NOTIFICATION LIST (OPTIONAL)**

Email Contact Name & Title	Contact Information
Stephanie Logan, MPA Associate Director, Mental Health Service	334.353.4783 <a href="mailto:Stepanie.logan@mediciad.alabama.gov">Stepanie.logan@mediciad.alabama.gov</a>
Rebechia Givhan, ALC Program Manager, Mental Health Service	334.353.4945 <a href="mailto:Rebechia.givhan@medicaid.alabama.gov">Rebechia.givhan@medicaid.alabama.gov</a>

**XV. DATA SHARING FINANCIAL OBLIGATIONS**

There are no financial obligations.

**XVI. COMPLIANCE**

CRS accepts responsibility to take all reasonable steps to ensure compliance with the conditions set out in this agreement and applicable State and Federal laws, and to ensure that unacceptable use of Medicaid data does not occur.

CRS shall notify Medicaid within five (5) business days of any breach of unsecured protected health information. Such notification shall be in writing to the Medicaid Privacy Officer and shall include identification of the individuals impacted by the breach, the type of information compromised, a description of the breach and efforts undertaken by CRS to mitigate the breach.

If The Department of Rehabilitation Services/Children's Rehabilitation Service is a business associate as defined by HIPAA, CRS shall comply with the breach notification obligations as stated in the Business Associate Agreement executed with this agreement which are requirements under the HIPAA Breach Notification Rule located at 45 CFR §§ 164.400-414.

CRS shall make internal practices, books, records, facilities and systems relating to the use and disclosure of information under this agreement available to Medicaid within five (5) business days of written notice from Medicaid for purposes of determining compliance with this agreement.

CRS shall ensure that any subcontractors performing work related to the protected health information received from Medicaid agree and are contractually bound to the same restrictions, conditions, and requirements established in this agreement and the associated MOU and/or Business Associate Agreement, as applicable.

## XVII. INFORMATION SYSTEMS/TECHNOLOGY MANAGER AUTHORITY

### Medicaid Authority:

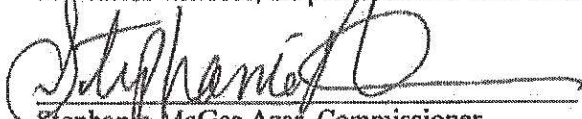
Mason Tanaka  
Chief Information Officer  
501 Dexter Ave.] Montgomery, AL 36103  
334-353-3714  
Email : [Mason.Tanaka@medicaid.alabama.gov](mailto:Mason.Tanaka@medicaid.alabama.gov)

### Alabama Department of Rehabilitation Services Authority:

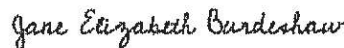
Jane Elizabeth Burdeshaw  
Commissioner  
602 S. Lawrence Street| Montgomery, AL 36104  
334-293-7200  
[je.burdeshaw@rchab.alabama.gov](mailto:je.burdeshaw@rchab.alabama.gov)

## XVIII. SIGNATURES


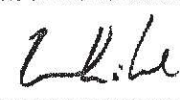
In witness whereof, the parties hereto have executed this agreement as evidenced by their signatures below.

  
Stephanie McGee Azar, Commissioner,  
Alabama Medicaid Agency

10/25/24  
Date

  
Jane Elizabeth Burdeshaw, Commissioner  
Alabama Department of Rehabilitation Services

10/10/2024  
Date

   
Legal Counsel  
Alabama Medicaid Agency

10/22/24  
Date

  
Legal Counsel  
Alabama Department of Rehabilitation Services

10/09/2024  
Date



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

THIS AGREEMENT is effective October 1, 2024, by and between, the Alabama Medicaid Agency (hereinafter referred to as Medicaid) and the Alabama Department of Public Health (hereinafter referred to as Contractor), regarding dental consultant services; and

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

WHEREAS, the purposes of this Memorandum of Understanding are to review and render decisions on certain Medicaid Dental program prior authorizations,

WHEREAS, Medicaid is in need of a dental consultant to assist in the review of said prior authorizations; and

WHEREAS, Contractor has exhibited a willingness to assist with the need,

NOW, THEREFORE, in consideration of the above premises and the mutual covenant herein, Alabama Medicaid Agency and Contractor agree as follows:

1. Contractor shall provide to Alabama Medicaid Agency a professional dental consultant and advisor as a dentist as requested and assigned.
2. Duties to be performed under such assignment shall include general professional advice and specifically the following services:
  - a. Provide clinical interpretation and apply the policies and standards in accordance with Alabama Medicaid policy.
  - b. Review and process certain prior authorization (PA) requests for oral health services. Contractor must approve or deny the requests in accordance with approved Medicaid criteria. Contractor will ensure that Medicaid criteria are applied in a uniform manner to all requests in accordance with all applicable Federal and State rules and regulations applicable to the Medicaid program as well as Chapter 13 of the Medicaid Provider Manual for current Medicaid dental policies.
  - c. Participate in any administrative actions, such as fair hearings, pre-hearing conferences, and court actions, when circumstances warrant participation.

**TERMS AND CONDITIONS**

1. The parties' obligations to make payment hereunder are subject to the availability of state and federal funds. Medicaid and Contractor agree that the total amount under this MOU shall not exceed \$25,000 for the contract term. 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.

2. This Memorandum of Understanding shall be effective October 1, 2024 through September 30, 2029, and 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.
3. 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.
4. 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.

5. 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.
6. 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).
7. 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.



8. 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.)
9. All services rendered by Contractor shall be as an independent contractor and not as an employee (merit or otherwise) of the State of Alabama, and Contractor shall not be entitled to or receive Merit System benefits.
10. In compliance with Ala. Act No. 2023-409, by signing this contract, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.
11. In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.
12. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled, and, to the extent permissible by law, the supplier shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract. To the extent permissible by law, this cost of cancellation may be paid from any appropriations available for that purpose.
13. In the event that proration of appropriated funds from which the State is to pay the supplier is declared by the Governor pursuant to Section 41-4-90 of the Code of Alabama, the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract to extend or change payment terms or amounts, or terminating the contract. In all circumstances, it is agreed that the terms and commitments of this contract shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama, as amended.
14. 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.
15. All parties shall comply with the provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and any implementing regulations as adopted.
16. 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

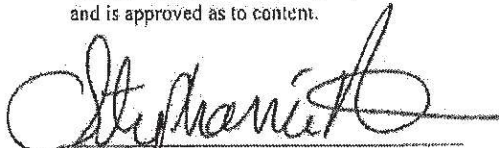
business entities hired by the subcontractor. Contractor shall maintain the subcontractor documentation that shall be available upon request by the Alabama Medicaid Agency.

17. 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.

The Alabama Department of  
Public Health

Alabama Medicaid Agency  
This contract has been reviewed for  
and is approved as to content.

  
Contractor Signature

  
Stephanie McGee Azar  
Commissioner

Tax ID: 63-1106545

Date Signed: 9-10-24

Date Signed: 9-30-24

This contract 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

  
Legal Counsel



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

THIS AGREEMENT is effective the 1<sup>st</sup> day of June 2024, by and between, the Alabama Medicaid Agency (hereinafter referred to as Medicaid) and Alabama Department of Public Health (hereinafter referred to as Contractor), regarding the Early and Periodic Screening, Diagnosis and Treatment (hereinafter called "EPSDT") Program; and

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

**1. EPSDT Care Coordination**

- a. ADPH shall provide care coordination services for those children identified through conditions specified in the Notifiable Disease Rule that require follow-up services. 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 as needed, 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, abnormal newborn screening, and/or any abnormal result related to children specified in the Notifiable Disease Rule that would require care coordination follow-up. This will also include any infant/child that is suspected of a specified condition but has a false positive/negative result which requires additional testing to confirm or rule out the specified condition.
- b. 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 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-only one position per row	Maximum Allowable Effort	Responsibilities
Health Services Administrator (HSA) III, Public Health Social Work Manager or Nurse Manager	25%	Non-Medical  Oversees the ACLPPP including the clinical program and provides guidance and technical assistance related to the care coordination aspects of the program. This includes ensuring care coordination protocol is in line with the clinical protocol based upon CDC guidance.



Nurse Supervisor or Nurse Manager, Program Director	100%	<p>Medical</p> <p>Coordinate medical management for all children with a confirmed elevated blood lead level (EBLL) 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 EBLLs. Technical assistance to health care professionals to support appropriate health services for children with lead poisoning.</p>
Epidemiologist I or Public Health (PH) Research Analyst II, Data Manager	100%	<p>Non-Medical</p> <p>Collect and analyze program data to track statewide lead poisoning trends, identify high risk populations and geographic areas, and respond to data requests; serve as the data manager for the Alabama Childhood Lead Poisoning Prevention Program (ACLPPP); collaborate with ACLPPP staff to develop a comprehensive statewide lead poisoning prevention strategic plan; collaborate in the planning of and present information at the statewide Childhood Lead Poisoning Prevention Program Advisory Committee.</p>
ASA II	100%	<p>Medical</p> <p>Receives laboratory reports of EBLLs and enters into the CDC Healthy Homes and Lead Poisoning Surveillance System (HHLPSS) database, contacts health care provider for missing test (capillary/venous) and demographic data. Administrative Support to ACLPPP.</p>
Programmer Analyst, Associate or Programmer Analyst	75%	<p>Non-Medical</p> <p>Monitors the electronic submission of blood lead test results into the CDC HHLPSS database, reviews data for consistency and resolves discrepancies.</p>
PH Research Analyst I; Statistician; or Statistician, Sr.	25%	<p>Non-Medical</p> <p>Manages and analyzes childhood lead poisoning data from the HHLPSS database. Provides regular program</p>

		reports on childhood lead poisoning data to the Program Director, including reports required for work plans, annual reports, and Medicaid reimbursement. Responds to requests for lead poisoning data.
PH Environmental Supervisor or PH Environmental Manager, statewide	25%	Non-Medical  Oversees statewide lead investigations. Conducts environmental lead investigations. Prepares and generates reports of findings from environmental lead survey investigations.
PH Environmentalist; PH Environmentalist Sr; or PH Environmental Supervisor, North AL	40%	Non-Medical  Conducts environmental lead investigations. Prepares and generates reports of findings from environmental lead survey investigations.
PH Environmentalist; PH Environmentalist Sr; or PH Environmental Supervisor, Southeast AL	40%	Non-Medical  Conducts environmental lead investigations. Prepares and generates reports of findings from environmental lead survey investigations.
PH Environmentalist; PH Environmentalist Sr; or PH Environmental Supervisor, Southwest AL	30%	Non-Medical  Conducts environmental lead investigations. Prepares and generates reports of findings from environmental lead survey investigations.
PH Environmentalist; PH Environmentalist Sr; or PH Environmental Supervisor, Montgomery County	40%	Non-Medical  Conducts environmental lead investigations. Prepares and generates reports of findings from environmental lead survey investigations.
HSA I or ASA III	35%	Non-Medical  Receives and processes construction project notifications to ensure appropriate and safe procedures are observed. Administrative support to environmental lead branch.



A sample yearly budget that explains cost for each program is 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](http://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. ADPH must 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:

<https://www.alabamapublichealth.gov/immunization/assets/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 EP for periodic screenings and procedure codes 99202 EP – 99205 EP and 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.

**TERMS AND CONDITIONS**

1. 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.
2. This Memorandum of Understanding shall be effective June 1, 2024, through May 31, 2029, and 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.



3. 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.
4. 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.

5. 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).
6. 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.
7. 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.)



8. All services rendered by Contractor shall be as an independent contractor and not as an employee (merit or otherwise) of the State of Alabama, and Contractor shall not be entitled to or receive Merit System benefits.
9. In compliance with Ala. Act No. 2023-409, by signing this contract, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.
10. In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.
11. 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.
12. All parties shall comply with the provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and any implementing regulations as adopted.
13. 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.
14. 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.
15. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled, and, to the extent permissible by law, the supplier shall be reimbursed for the reasonable value of any



nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract. To the extent permissible by law, this cost of cancellation may be paid from any appropriations available for that purpose.

In the event that proration of appropriated funds from which the State is to pay the supplier is declared by the Governor pursuant to Section 41-4-90 of the Code of Alabama, the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract to extend or change payment terms or amounts, or terminating the contract. In all circumstances, it is agreed that the terms and commitments of this contract shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama, as amended.

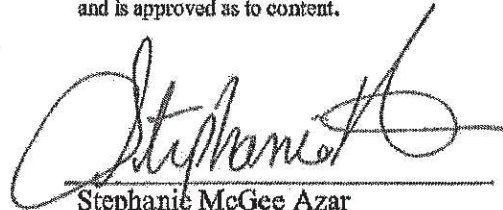
**Alabama Department of Public  
Health**

**Alabama Medicaid Agency**

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



Contractor Signature



Stephanie McGee Azar  
Commissioner

Tax ID: \_\_\_\_\_

Date Signed: 8/12/2024

Date Signed: 9-11-2024

This contract 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



Legal Counsel

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

THIS AGREEMENT is effective October 1, 2024, by and between, the Alabama Medicaid Agency (hereinafter referred to as Medicaid) and the Alabama Department of Public Health (hereinafter referred to as ADPH), regarding Family Planning case management services; and

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

1. Provide care coordination for women requesting family planning services. 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 as needed, services managed, monitored and reassessed as needed by an identified care coordinator for women who are seeking family planning services.
2. Care coordination services include a psychosocial assessment, development of a care plan, for all recipients who accept care coordination, counseling regarding sexuality, family planning, HIV/AIDS, STDs, and psychosocial issues identified in the assessment, such as substance use or domestic violence. Referrals and follow up to ensure appointments are kept, including subsequent family planning visits. Answers to general questions about family planning. Low-literacy family planning education based on the PT+3 model. Consultation with providers regarding problems with the selected family planning method.
3. ADPH will collaborate with the Alabama Coordinated Health Network (ACHN) and agrees to make referrals for care coordination services through the appropriate ACHN by distributing ACHN referral materials and/or information to Medicaid enrollees receiving family planning services in ADPH clinics.
4. Medicaid will provide a list of ACHN maternity care coordinators, inclusive of names and detailed contact information, to ADPH at the beginning of each fiscal year and will provide ongoing updates as necessary.
5. All cost settlement/adjustment requests for reimbursement shall be in accordance with state and federal regulations and the 1115 Plan First Demonstration Waiver, Special terms and Conditions. Actual documented cost adjustments shall be submitted to the Managed Care Division, Plan First Program with supporting financial documentation and must support each cost adjustment. Other documentation may be requested as deemed necessary by Medicaid and must support a clear audit trail. Interim rates will be established based upon cost and will be adjusted to actual documented costs at least annually.
6. All interim cost adjustment reimbursement requests under this contract are due to Medicaid by July 31, 2025, additionally, final cost adjustments reimbursement requests are due to Medicaid by December 31, 2025. Medicaid will bill ADPH for the State Share on a quarterly basis. Any indirect costs billed for this contract period must be approved by Medicaid. Any monies expended for services performed by ADPH above the budget neutrality limits as determined by CMS must be reimbursed by ADPH. There will be no Financial Participation available for those dollars. Additionally, ADPH agrees that it will pay the non-federal share of 10% for Family Planning services.
7. Medicaid may conduct utilization and quality reviews for services provided under this MOU agreement.
8. ADPH agrees and acknowledges that payments made under this agreement are subject to review, audit, adjustment, and recoupment action.



9. 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.
10. ADPH will correct 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 fifteen (15) business days of notification. Medicaid will review and respond to the corrective action plan (CAP) within fifteen (15) business days of receipt. 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 forty-five (45) days from CAP approval by Medicaid.

### **TERMS AND CONDITIONS**

1. The parties' obligations to make payment hereunder are subject to the availability of state and federal funds. Medicaid and Contractor agree that the total amount under this MOU shall not exceed \$ 4,200,000 for the contract term. 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.
2. This Memorandum of Understanding shall be effective October 1, 2024, through September 30, 2025, and 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.
3. 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.
4. 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.

5. 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.
6. 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).

7. 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.
8. 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.)
9. In compliance with Ala Code § 41-16-5, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.
10. In compliance with Ala Code § 41-16-163 by signing this contract, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.
11. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled, and, to the extent permissible by law, the supplier shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract. To the extent permissible by law, this cost of cancellation may be paid from any appropriations available for that purpose.
12. In the event that proration of appropriated funds from which the State is to pay the supplier is declared by the Governor pursuant to Section 41-4-90 of the Code of Alabama, the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract to extend or change payment terms or amounts, or terminating the contract. In all circumstances, it is agreed that the terms and commitments of this contract shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama, as amended.
13. 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.
14. All parties shall comply with the provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and any implementing regulations as adopted.
15. 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.

16. 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 Department of Public  
Health

Alabama Medicaid Agency

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

  
Contractor Signature


  
Stephanie McGee Azar  
Commissioner

Tax ID: \_\_\_\_\_

Date Signed: 1/17/2025

Date Signed: 2-4-25

This contract 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

  
Legal Counsel

**DATA SHARING AGREEMENT  
BETWEEN  
ALABAMA DEPARTMENT OF PUBLIC HEALTH  
AND  
THE ALABAMA MEDICAID AGENCY**

**I. PURPOSE**

The purpose of this agreement is to address the security requirements that must be met and to establish the terms and conditions under which the Alabama Department of Public Health (hereinafter referred to as "ADPH") will obtain access to data maintained by the Alabama Medicaid Agency (hereinafter referred to as "Medicaid").

This agreement may not be assigned nor delegated without prior approval by the Commissioner of Medicaid or as documented in this agreement. ADPH agrees that it is responsible for compliance with the terms of this agreement for all employees, subcontractors, or agents. Prior to receiving information from Medicaid ADPH must obtain a fully executed agreement from its subcontractors or agents requiring them to be bound by the restrictions of this agreement. Furthermore, any data shared with employees, subcontractors, or agents will be subject to all applicable requirements regarding privacy and confidentiality that are described herein.

**II. DATA UTILIZATION**

The data shared between ADPH and Medicaid under the terms of this agreement will be utilized for the purpose described below:

The widespread growth in communications has significantly enhanced the opportunity to use advanced information technology for interaction and data sharing among public and private sectors. However, the advantages provided by such technology come with an element of risk to the confidentiality and integrity of data. Below is a background on why data covered under this agreement is to be shared between ADPH and Medicaid.

Under the terms and conditions of the 1115 Plan First Demonstration Waiver, Medicaid is required to submit quarterly and annual reports to CMS. These reports contain data such as annual expenditures for the demonstration populations for each demonstration year, with administrative cost; number of actual births; yearly enrollments reports; and total number of participants. The ADPH has been a joint partner in the Plan First Waiver Program from the development stage.

Various departments within the ADPH have the responsibilities as outlined below:

- a) Providing adjunct training in use of the PT+3 protocol to Title X family planning ADPH providers,
- b) Providing oral contraceptives, contraceptive vaginal rings, contraceptive patches, and Depo- Provera injections, IUDs, implants, condoms, diaphragms, spermicides and sterilizations to Plan First program participants.

**III. EFFECTIVE DATE**

This agreement shall take effect as October 1, 2024.

**IV. EXPIRATION DATE**

This agreement shall remain in effect until September 30, 2025. In the event of cancellation, written notice of such termination must be provided by the canceling party; in which case, the termination shall be effective 30 days after the date of the notice or at a later date specified in the termination notice.



**VIII. SECURITY REQUIREMENTS**

In order to ensure the confidentiality, integrity, and security of all electronic protected health information (ePHI) transmitted by Medicaid under this agreement, ADPH is required to have in place the appropriate administrative, physical, and technical safeguards that meet the standards established in the Security Rule provisions of the Health Insurance Portability and Accountability Act (HIPAA) located in 45 CFR Part 160 and Subpart C of Part 164, as well as the "recognized security practices," established in Section 13412 of the Health Information Technology for Economic and Clinical Health Act (HITECH).

By entering into this agreement, ADPH is affirming that it currently has safeguards in place that provide a level and scope of security that is not less than that established under the applicable provisions of HIPAA and HITECH and the implementing regulations promulgated thereunder from time to time by the U.S. Department of Health and Human Services (HHS).

Additionally, ADPH shall ensure that its systems or system components that create, store, process, or transmit information under this agreement meet the Security Standards and Specifications established in:

- Federal Office of Management and Budget (OMB) Circular A-130;
- National Institute for Standards and Technology (NIST) Special Publication 800-53 Security and Privacy Controls for Federal Information Systems and other applicable NIST standards; and
- Federal Information Processing Standard (FIPS) 200, Minimum Security Requirements for Federal Information and Information Systems

**FEDERALLY REGULATED INFORMATION****Social Security Administration (SSA) Information**

If SSA information is shared as part of this agreement

ADPH agrees to:

- Comply with the electronic information exchange security requirements detailed in SSA publication, the Electronic Information Exchange Security Requirement and Procedures for State and Local Agencies.
- Report to Medicaid any use or disclosure of Social Security Administration information not provided for by this agreement of which ADPH becomes aware. This report shall be made to Medicaid no later than one (1) hour from the time ADPH becomes aware of the unauthorized use or disclosure.

**Federal Tax Information (FTI)**

If FTI is shared as part of this agreement,

ADPH agrees to:

- Comply with the Tax Information Security guidelines for Federal, State and Local Agencies as specified in the most recent version of Internal Revenue Service Publication 1075 (I.R.S. Pub. 1075)
- Report to Medicaid any use or disclosure of FTI not provided for by this agreement of which ADPH becomes aware. This report shall be made to Medicaid no later than twenty-four (24) hours from the time ADPH becomes aware of the unauthorized use or disclosure.

By entering into this agreement, ADPH understands and acknowledges the penalties for improper disclosure of federally regulated information set forth at 26 CFR § 301.6103(n) and IRC §7213 and §741, respectively.

**IX. JUSTIFICATION FOR ACCESS**

<b>Data Request or Research Number (If applicable)</b>	
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**X. DESCRIPTION OF DATA**

The type of data to be shared may include but is not limited to annual expenditure report; recipient's personally identifiable information; administrative data; number of actual births; yearly enrollments reports; total number of participants; and budget neutrality monitoring worksheets.

#### XI. ADPH: TECHNICAL CONTACTS FOR DATA FORMAT AND CONTENT

Contact Name & Title	Contact Information	Contact for Questions Regarding:
Meredith Adams Child and Adolescent Health Division Director Alabama Department of Public Health	Telephone Number: (334) 206-3897 Shift Schedule: 7:00 AM - 3:30 PM Email Address: <a href="mailto:Meredith.Adams@adph.state.al.us">Meredith.Adams@adph.state.al.us</a>	Data, content, format and submission

#### XII. MEDICAID TECHNICAL CONTACTS FOR DATA FORMAT AND CONTENT

Contact Name & Title	Contact Information	Contact for Questions Regarding:
Catrice Williams, MSN Director, Networks Alabama Medicaid Agency	Telephone Number: (334) 242-1488 Shift Schedule: 7:00 AM - 3:30 PM Email Address: <a href="mailto:catrice.williams@medicaid.alabama.gov">catrice.williams@medicaid.alabama.gov</a>	Data content, format, and submission
Susan Jones Director of Business Analytics Alabama Medicaid Agency	334-242-5553 Monday-Friday 8:00 AM - 5:00 PM <a href="mailto:Susan.jones@medicaid.alabama.gov">Susan.jones@medicaid.alabama.gov</a>	Information Security policy, security incidents

#### XIII. METHOD OF DATA ACCESS OR TRANSFER

If data is exchanged via diskettes, compact disc (CD), tapes, File Transfer Protocol (FTP), etc. ADPH shall provide formal documented, procedures to the Agency's Data Governance Office for review and approval. The procedures must identify the process and method by which the data is received, stored, transferred, and removed into and out of the designated storage location/facility to ensure total custody and control of the requested Medicaid information. The Agency's Chief Data Officer shall approve all methods of Data Access and Transfers under this agreement.

Methods of data access may be oral, data access files, secured e-mail, and/or electronic transfer.

#### XIV. ADPH EMAIL NOTIFICATION LIST (OPTIONAL)

Email Contact Name & Title	Contact Information
Meredith Adams  Director, Child and Adolescent Health Division  Alabama department of Public Health	Telephone Number: (334) 206-2987 Shift Schedule: 7:00 AM - 3:30 PM Email Address: <a href="mailto:Meredith.Adams@adph.state.al.us">Meredith.Adams@adph.state.al.us</a>

#### XV. MEDICAID EMAIL NOTIFICATION LIST (OPTIONAL)



Individual Name & Title	Contact Information
Catrice Williams, MSN Director, Networks	Telephone Number: (334) 242-1488 Shift Schedule: 7:00 AM - 3:30 PM Email Address: <a href="mailto:catrice.williams@medicaid.alabama.gov">catrice.williams@medicaid.alabama.gov</a>
Susan Jones Director of Business Analytics Alabama Medicaid Agency	334-242-5553 Monday-Friday 8:00 AM - 5:00 PM <a href="mailto:Susan.Jones@medicaid.alabama.gov">Susan.Jones@medicaid.alabama.gov</a>

**XVI. DATA SHARING FINANCIAL OBLIGATIONS**

There are no data sharing financial obligations associated with this MOU.

**XVII. COMPLIANCE**

ADPH accepts responsibility to take all reasonable steps to ensure compliance with the conditions set out in this agreement and applicable State and Federal laws, and to ensure that unacceptable use of Medicaid data does not occur.

ADPH shall notify Medicaid within five (5) business days of any breach of unsecured protected health information. Such notification shall be in writing to the Medicaid Privacy Officer and shall include identification of the individuals impacted by the breach, the type of information compromised, a description of the breach and efforts undertaken by ADPH to mitigate the breach.

If ADPH is a business associate as defined by HIPAA, ADPH shall comply with the breach notification obligations as stated in the Business Associate Agreement executed with this agreement which are requirements under the HIPAA Breach Notification Rule located at 45 CFR §§ 164.400-414.

ADPH shall make internal practices, books, records, facilities and systems relating to the use and disclosure of information under this agreement available to Medicaid within five (5) business days of written notice from Medicaid for purposes of determining compliance with this agreement.

ADPH shall ensure that any subcontractors performing work related to the protected health information received from Medicaid agree and are contractually bound to the same restrictions, conditions, and requirements established in this agreement and the associated MOU and/or Business Associate Agreement, as applicable.

**XVIII. INFORMATION SYSTEMS/TECHNOLOGY MANAGER AUTHORITY****Medicaid Authority:**

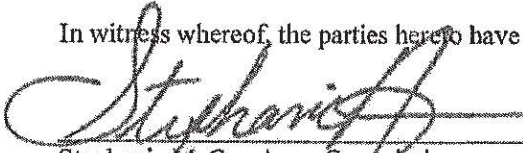
Mason Tanaka  
Chief Information Officer  
501 Dexter Ave. | Montgomery, AL 36103  
334-353-3714  
Email : [Mason.Tanaka@medicaid.alabama.gov](mailto:Mason.Tanaka@medicaid.alabama.gov)

**ADPH Authority:**

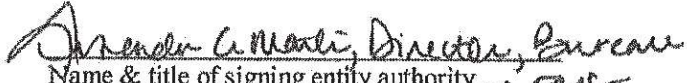
Leslie Hay, Director  
Bureau of Information Technology  
Alabama Dept of Public Health  
201 Monroe Street, Suite 842  
Montgomery, AL 36104  
Email: [Leslie.Hay@adph.state.al.us](mailto:Leslie.Hay@adph.state.al.us)

**XIX. SIGNATURES**

In witness whereof, the parties hereto have executed this agreement as evidenced by their signatures below.

  
Stephanie McGee Azar, Commissioner,  
Alabama Medicaid Agency


2-4-25  
Date

  
Name & title of signing entity authority *of FHS*  
Alabama Department of Public Health

1/13/2025  
Date

  
Legal Counsel  
Alabama Medicaid Agency

1/31/2025  
Date

  
Legal Counsel  
Alabama Department of Public Health

1/16/2025  
Date