

Alabama Medicaid Primary Care Physician Group Enrollment Agreement



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**Forms should be submitted electronically to:
Gainwell Technologies using the Alabama Medicaid Web Portal**

If you are completing this agreement for a new enrollment that resulted in being issued a new Medicaid Billing Group ID, you must contact the Managed Care Operations (MCO) Division at Medicaid for additional processing. Failure to contact MCO may result in omitted attribution for the new Medicaid Billing Group ID. You may contact MCO at ACHN@medicaid.alabama.gov.

The enrollment effective date for this agreement will be the first day of the following month if the agreement is received and contains no errors prior to the 15th of the month. Otherwise, the effective date of the agreement will be the first day of the month following the next month.

**ALABAMA MEDICAID
PRIMARY CARE PHYSICIAN GROUP
APPLICATION**

This application is to be completed for participation in the Alabama Coordinated Health Network (ACHN) program with the Medicaid Agency. In addition to this **Agency Agreement**, the Primary Care Physician (PCP) Group must contact one of the ACHN entities directly to obtain and sign an ACHN Participation Agreement. **BOTH** agreements are required to fully enroll in the ACHN Program.

Yes No I have signed/intend to sign an ACHN participation agreement with the following entity/entities:

- Alabama Care Network Mid-State My Care Alabama Central My Care Alabama East
- North Alabama Community Care Gulf Coast Total Care My Care Alabama Northwest
- Alabama Care Network Southeast

Has this practice or anyone associated with this practice been terminated or sanctioned by either Medicare or Medicaid? Yes No (If Yes, please attach documentation containing details.)

Are you associated with an academic teaching facility? Yes No

Identify the PCP Group Specialty (check only one specialty): Family Practice OB/GYN
 General Practice Pediatrician Internal Medicine Other: _____

PCP Group Information

Group/Clinic Name: _____

Group Medicaid ID: _____

Group NPI: _____

Group Tax ID: _____

Physical Address (primary location):

Mailing Address:
(NOTE: The mailing address indicated on the right will be applied to the file of the provider for which this application is completed.)

Credentialing Contact Name: _____

Credentialing Contact Telephone Number: (____) _____

Credentialing Contact Email Address: _____

List the Physicians and Physician Collaborators that are associated with this Agreement. Physician Collaborators must be linked to the same Group Enrollment NPI as the oversight physician. A Physician Collaborator is a Physician Assistant or Nurse Practitioner that practices under the collaboration of a licensed physician.

Physician Name	Medicaid Provider ID
Physician Collaborator	Medicaid Provider ID

A change in the Medicaid Provider ID will require an additional Medicaid application. If you have questions, please call Gainwell Provider Enrollment Department at 1-888-223-3630.

Hospital Admitting Privileges:

Will you be admitting your own patients?

Yes If yes, please indicate hospital name(s):

No If no, please complete **Attachment B of this Agreement.**

EPSDT:

Are you currently enrolled in the EPSDT program?

- Yes
- No

If you are not currently enrolled, will you be completing your own EPSDT screenings?

- Yes
- No

If Yes, please be certain an EPSDT agreement is completed and submit it with a copy of your current CLIA certificate.

If No, you must designate an EPSDT enrolled provider to complete your screenings for you by completing **Attachment C.**

24 Hours/7 Days Telephone Coverage: Complete Attachment A (pages 14-15)

List your telephone number for patients to access your 24-hour telephone line:

(____) _____

Will the group comply with below requirements as outlined in Attachment A?: Yes/ No

1. The after-hours telephone number must connect the recipient to the Group or an authorized medical practitioner.

2. The after-hours telephone number must connect the recipient to a live voice, answering service, or a medical practitioner on-call for the physician or Group. In the event that a recipient must leave a message, or their call is handled by an answering service, the recipient must receive a call back, with instructions from the Group or Group’s authorized medical practitioner, within one (1) hour of the initial contact.

If yes, will the group return the recipients’ calls within one (1) hour as agreed?: Yes/ No

**ALABAMA MEDICAID
PRIMARY CARE PHYSICIAN GROUP
AGREEMENT**

This provider Agreement is between the Alabama Medicaid Agency, hereinafter referred to as “the Agency,” and _____, hereinafter referred to as the “Group.”

WHEREAS, the Agency, as the single State agency designated to establish and administer a program to provide medical assistance to the indigent under Title XIX of the Social Security Act, is authorized to contract with health care providers for the provision of such assistance on a coordinated care basis; and

WHEREAS, the Agency has established, pursuant to a CMS 1915(b) Waiver, the Alabama Coordinated Health Network Program, hereinafter referred to as the “ACHN Program,” to provide coordinated care management to Medicaid Recipients.

NOW THEREFORE, it is agreed between the Agency and the Group, as follows:

I. General Statement of Purpose and Intent

- A. The Agency desires to contract with primary care physician groups willing to participate in the ACHN Program to provide primary care services directly and to coordinate other health care needs through the appropriate referral and authorization of Medicaid services. The ACHN Program applies to certain Medicaid recipients who may receive services from a group. This Agreement describes the terms and conditions under which this Agreement is made and the responsibilities of the parties thereto.
- B. Except as herein specifically provided otherwise, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Agency and the named Group. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person.

II. General Statement of the Law

The ACHN Program is a care management program implemented pursuant to a CMS approved 1915(b) Waiver and is subject to the provisions of the Alabama State Plan, the Alabama Medicaid Administrative Code, and Alabama Medicaid Provider Manual which are incorporated herein by reference. This Agreement shall be construed as supplementary to the usual terms and conditions of providers participating in the Medicaid program, except to the extent superseded by the specific terms of this Agreement. The Group agrees to abide by all existing laws, regulations, rules, policies, and procedures pursuant to the ACHN Program and the Alabama Medicaid program.

III. Definitions

The following terms when capitalized shall have the following meanings for the purposes of this Agreement:

Active Participation – The activities required of the Group to perform that enables care -management services with an Entity to be more effective. The activities are:

- A. Participates as needed in the Entity’s Multidisciplinary Care Team and the development of an individualized and comprehensive Care Plan;

- B. Over a twelve (12) month period, participates in person, or virtual in at least three (3) quarterly Medical Management Meetings with the Entity’s medical director. Attendance requirements can be met by having one primary care physician or nurse practitioner/physician assistant from the Group attend;
- C. Participates in ACHN Program initiatives centered around quality measures; and
- D. Reviews data provided by the Entity to help achieve Agency and Entity quality goals.

Alabama Coordinated Health Network Entity (Entity) – An Alabama corporation that has contracted with the Agency to provide care management services pursuant to a CMS approved 1915(b) Waiver.

Alabama Coordinated Health Network Program (ACHN Program) – A program that provides for coordinated care management for designated Medicaid Recipients receiving benefits through the Agency. The program is operated pursuant to a CMS approved 1915(b) Waiver.

Alabama Coordinated Health Network Program Policy (Policy) – All policies and procedures required by this Agreement and are published in the Alabama Medicaid Provider Manual, Chapter 40, which is published on the Agency’s website at <http://www.medicaid.alabama.gov>.

Agency – The Alabama Medicaid Agency or any successor agency of the State designated as the “single state agency” to administer the Medicaid program described in Title XIX of the Social Security Act.

Application – All forms and supplements to this Agreement that the Group uses to apply for participation with the ACHN Program. This Agreement shall be effective subject to approval of the Application by the Agency and/or its representative.

Bonus Payments – Three categories of payments based on quality, cost effectiveness, and achieving Patient Centered Medical Home Recognition that the Group will be eligible to receive if categories criteria are met.

Care Coordination – Care Coordination is a process through which assessment, planning and interventions appropriately integrate, ensure, and advance the plan of care to support positive health outcomes and successful transitions. Care coordination is the deliberate organization of health and related support activities between two or more participants (including the Medicaid recipient) involved in the recipient’s care to facilitate the appropriate delivery of needed services.

Care Management – A collaborative process that facilitates communication and care coordination along a continuum that includes those connected to and/or directly involved in the care of a recipient. Members of the collaboration can include the recipient, nurses, social workers, counselors, physicians, other practitioners, caregivers and the community.

Care Plan – A plan developed by Entity staff with the Recipient to include goals and interventions based on identified needs of the Recipient.

Case Management – Case management is a set of activities designed to assist recipients in managing health conditions and related psychosocial problems with the goals of improving or maintaining patients’ functional health status, enhancing the coordination of care, eliminating the duplication of services, and reducing the use of unnecessary services.

Entity – An organization that meets the definition of PCCM entity in 42 C.F.R. § 438.2 and is contracted with the Agency to provide services pursuant to the ACHN Program.

Fiscal Agent – The fiscal intermediary contracted with the Agency to adjudicate claims for services submitted by participating providers.

Group /Clinic – A Group/Clinic which 1) is a legal entity (e.g., corporation, partnership), 2) possesses a National Provider Identifier (NPI), and 3) is designated as payee to the enrolling Group.

Medicaid – The joint Federal/State program of medical assistance established by Title XIX of the Social Security Act, 42 U.S.C. § 1396, et seq., which in Alabama is administered by the Agency.

Medicaid Group ID – A unique number assigned by the Agency to identify a physician provider group participating with the Agency. The Medicaid Group ID is location specific.

Medicaid Provider ID – A unique number assigned by the Agency to identify a physician participating with the Agency. The Medicaid Provider ID is location specific.

Medical Management Meeting – An activity under the direction of an Entity with the intent to foster the primary professional development and networking opportunities for the Entity and the primary care providers (as well as other agencies and/or providers who may have roles, responsibilities, and interests related to the Entity); and a platform to address challenges and develop successful strategies for meeting Entity and Agency goals.

Multidisciplinary Care Team – A group consisting of a Recipient’s primary care physician, Entity staff, and other healthcare professionals that addresses the Recipient’s health and medical needs.

Participation Agreement – The “Participation Agreement between Entity and Primary Care Group” that details the roles and responsibilities of the Entity and Group pursuant to the operation of the ACHN Program.

Participation Rate – The rate at which a primary care physician will be reimbursed for certain CPT codes billed for provided services. The list of CPT codes is detailed in the Medicaid State Plan Amendment 4.19 B. To be eligible to receive the Participation Rate, the primary care physician must meet one of the two requirements detailed in the Medicaid State Plan Amendment 4.19 B. Also, the primary care physician must enter a Participation Agreement with an Entity and Actively Participate to be eligible to receive the Participation Rate.

Patient Centered Medical Home Recognition – A program provided by an agency such as the Agency for Healthcare Research and Quality that promotes the core functions of primary health care.

Physician Collaborator – A Physician Assistant or Nurse Practitioner that practices under the collaboration of a licensed physician.

Preventive Services – Services rendered for the prevention of disease in children, also known as EPSDT (see Attachment C).

Primary Care – The ongoing responsibility for directly providing medical care (including diagnosis and/or treatment) to a Recipient regardless of the presence or absence of disease. It includes health promotion, identification of individuals at risk, early detection of serious disease, management of acute emergencies, rendering continuous care to chronically ill patients, and referring the Recipients to another provider when necessary.

Primary Care Physician Group – The participating Group practice/clinic selected by the Recipients to

provide and coordinate all Recipients' health care needs and to initiate and monitor referrals for specialized services when required.

Recipient – A Medicaid beneficiary who chooses to receive services provided through the ACHN Program.

IV. Functions and Duties of the Group

- A. In the provision of services under this Agreement, the Group shall comply with all applicable federal and state statutes and regulations, and all amendments thereto, that are in effect when the Agreement is signed, or that come into effect during the term of the Agreement. This includes, but is not limited to, the Alabama State Plan and Title 42 of the Code of Federal Regulations (CFR).
- B. The Group is and shall be deemed an independent contractor in the performance of this Agreement and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. By executing this Agreement, the Group acknowledges it has, or shall secure at its own expense, all personnel required in performing the services under this Agreement. Such employees shall not be employees of or have any individual contractual relationship within the Agency.
- C. The Group shall not subcontract any of the work under this Agreement without prior written approval from the Agency. Any approved subcontract shall be subject to all conditions of this Agreement and applicable requirements of 42 C.F.R. § 434.6. The Group shall be responsible for the performance of any employee or subcontractor.
- D. The Group must have a Provider Agreement with the Agency and a Participation Agreement with an Entity. The Group must cooperate with the Entity to integrate, coordinate, and address services for Recipients to achieve and improve health outcomes.

V. The Group agrees to the following:

- A. Actively Participate with an Entity.
A Group is required to actively participate, as defined in this Agreement, to enable the Group to receive the participation rate for certain CPT codes billed for provided services. Active participation is also required for the Group to be eligible for Bonus Payments.

Bonus Payments for the Group will be available if the Group:

- 1. Enters a Participation Agreement with an entity;
 - 2. Actively Participates with an entity;
 - 3. Meets the criteria established by the Agency for quality;
 - 4. Meets the criteria established by the Agency for cost effectiveness; and
 - 5. Achieves (or working towards) Patient Centered Medical Home Recognition.
- B. Provide services to Recipients pursuant to the terms of this Agreement as a Group participating with an Entity for the purpose of providing care to Recipients and care coordinating their health care needs.
 - C. Provide primary care and patient coordination services to Recipients in accordance with the provisions of this Agreement and the policies set forth in the Alabama State Plan, Alabama Medicaid Administrative Code, Medicaid Provider Manuals, and Medicaid newsletters.
 - D. Provide or arrange for primary care coverage, twenty-four (24) hours per day and seven (7)

- days per week as defined in Attachment A, for services, consultation, management or referral, and treatment for emergency medical conditions.
- E. Provide EPSDT services as defined in Chapter 40 of the Medicaid Provider Manual.
 - F. Establish and maintain hospital admitting privileges or a formal arrangement for management of inpatient hospital admissions of Recipients as defined in Chapter 40 of the Medicaid Provider Manual.
 - G. Maintain a unified patient medical record for each Recipient following the medical record documentation guidelines as defined by Medicaid Policy in Rule No. 560-X-1-.21 of the Alabama Medicaid Administrative Code.
 - H. Promptly arrange referrals for medically necessary health care services that are not provided directly, document referral for specialty care in the medical record, and provide the NPI to the referred provider.
 - I. Transfer the Recipient's medical record to the receiving Group at the request of the new Group and as authorized by the Recipient within thirty (30) days of the date of the request. Recipients cannot be charged for copies of medical records.
 - J. Authorize care for the Recipient or see the Recipient based on the standards of appointment availability as defined in Chapter 40 of the Medicaid Provider Manual.
 - K. Refer for a second opinion as defined by Chapter 40 of the Medicaid Provider Manual.
 - L. Review and use all Recipient utilization, quality improvement, and other reports provided by the Agency and/or Entity for the purpose of practice level utilization management, quality of care improvement, and advise the Agency of errors, omissions, or discrepancies.
 - M. Participate with Agency utilization management, quality assessment, complaint and grievance, and administrative programs.
 - N. Provide the Agency, its duly authorized representatives, and appropriate Federal Agency representatives unlimited access (including onsite inspections and review) to all records relating to the provision of services under this Agreement as required by Medicaid Policy in Rule No. 560-X-1-.21 of the Alabama Medicaid Administrative Code and 42 C.F.R. § 431.107.
 - O. Maintain reasonable standards of professional conduct and provide care in conformity with generally accepted medical practice following national and regional clinical practice guidelines.
 - P. Notify the Agency of all changes to information provided on the initial Application for participation in the ACHN Program. If such changes are not reported within thirty (30) days of change, future participation may be limited.
 - Q. If this Agreement is terminated, give written notice of termination of this Agreement to each Recipient who received his or her primary care from, or was seen on a regular basis, by the Group within thirty (30) days after receipt of the termination notice or within thirty (30) days of notice of termination.

- R. Refrain from discriminating against Recipients on the basis of health status or the need for health care services.
- S. Refrain from discriminating against Recipients on the basis of race, color, or national origin and will refrain from using any policy or practice that has the effect of discriminating on the basis of race, color, or national origin.
- T. Comply with all Federal and State laws and regulations including Title VI of the Civil Rights Act of 1964, Title IX of the Education of Amendments of 1972 (regarding education programs and activities), the Age Discrimination Act of 1975, the Rehabilitation Act of 1973, and the Americans with Disabilities Act.
- U. Refrain from knowingly engaging in a relationship with the following:
 - 1. An individual who is debarred, suspended or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549; and
 - 2. An individual who is an affiliate, as defined in the Federal Acquisition Regulation. The relationship is described as:
 - i. As a director, officer, partner of the Group; or
 - ii. A person with beneficial ownership of more than five percent (5%) or more of the Group's equity; or
 - iii. A person with an employment, consulting or other arrangement with the Group for the provision of items and services that is significant and material to the Groups contractual obligation with the Agency.
- V. Retain records in accordance with requirements of Rule No. 560-X-1-.21 of the Alabama Medicaid Administrative Code after the final payment is made and all pending matters closed, plus additional time if an audit, litigation, or other legal action involving the records is started before the original retention period ends.
- W. Provide the Agency with at least thirty (30) days' prior notice of Group disenrollment, change in practice site, or NPI changes to allow for an orderly reassignment of Recipients. Failure to provide thirty (30) day notice may preclude future participation.
- X. Have the capacity to provide access to care that includes in-person, afterhours, and telephone. The Group must provide voice to voice access to medical advice and care for Recipient twenty-four (24) hours a day, seven (7) days a week. See Attachment A.
- Y. Have the ability to provide comprehensive whole person care that includes a comprehensive health care assessment (including mental health and substance use), coordination and access to preventive and health promotion services, including prevention of mental illness and substance use disorders, medical and health care services informed by evidence-based clinical practice guidelines, mental health, substance abuse, and developmental services, and chronic disease management, including self-management support to individuals and their families, and interventions.
- Z. Have the ability to provide continuity of personal clinician assignment and clinician care, organization of clinical information, clinical information exchange and specialized care settings.

- AA. Have the capability to coordinate and integrate that includes capacity for population data management; to use health information technology; to develop a comprehensive health plan for each Recipient that coordinates and integrates clinical and non-clinical health-care related needs and services; for test and result tracking; to coordinate and provide access to Entity and provide comprehensive care management, transitional care across settings, and to coordinate and provide access to long-term care supports and services and end of life planning.
- BB. Have the capacity to provide culturally appropriate, and person- and family-centered health home services, coordinate and provide access to individual and family supports, including referral to community, social support, and recovery services, and provide a positive experience of care.
- CC. Upon termination of the Agreement, the Group must supply all information necessary for reimbursement of outstanding Medicaid claims.

VI. Functions and Duties of the Agency

The Agency agrees to the following:

- A. Attribute Recipients to the Group based on historical services provided to the Recipients by the Group. The attribution will be based on a two-year 'look-back' of medical claims and a one-year 'look-back' of pharmacy maintenance claims. The attribution process will determine the Group with the highest score. The Group with the highest score for the Recipient is attributed the Recipient. More recent claims and preventive visits will receive higher values in the score calculation. The attribution process is described in Chapter 37 of the Alabama Medicaid Administrative Code.
- B. Provide the Group training and technical assistance regarding the ACHN Program.
- C. Provide the Group with periodic utilization, quality, and other reports.
- D. Gather and analyze data relating to service utilization by Recipients to determine whether Groups are within acceptable ACHN Program parameters.
- E. Publish the Alabama Medicaid Provider Manual, specifically Chapter 40, newsletters, and ALERTS on the Agency's website at <http://www.medicaid.alabama.gov>. All such policies, procedures, Medicaid provider bulletins and manuals are incorporated into this Agreement by reference.
- F. Provide an ongoing quality assurance program to evaluate the quality of health care services rendered to Recipients.
- G. Provide program education to all Recipients during eligibility reviews or within a reasonable timeframe.
- H. Provide Recipients with a manual of covered services that contains program information including Recipient rights and protections, program advantages, Recipient's responsibilities, complaint and grievance instructions as specified in 42 C.F.R. § 438.10. The information will also be published on the Agency's website at <http://www.medicaid.alabama.gov>.
- I. Notify Recipients that oral interpretation is available for any language and written material is available in prevalent languages and how to access these services.

- J. Provide to Recipients written materials that use easily understood language and format. Written material will be available in alternative formats and in an appropriate manner that takes into consideration the special needs of those who, for example, are visually limited or have limited reading proficiency.
- K. Inform Recipients and potential Recipients that information is available in alternative formats and how to access those formats.

VII. General Terms and Conditions

Agreement Violation Provisions:

- A. The failure of a Group to comply with the terms of this Agreement or other provisions of the Medicaid Program governed under Social Security Act Sections 1932, 1903(m) and 1905(t) may result in the following actions by the Agency:
 - 1. Referral to the Agency's Program Integrity or Quality Assurance Unit for investigation of potential fraud or quality of care issues.
 - 2. Referral to Alabama Medical Board or other appropriate licensing board.
 - 3. Termination of the Group from the Alabama Medicaid Program.
- B. One or more of the above actions may be initiated simultaneously at the discretion of the Agency based on the severity of the Agreement violation. The Agency makes the determination to initiate actions against the Group. The Group will be notified of the initiation of an action by certified mail. An action may be initiated immediately if the Agency determines that the health or welfare of a Recipient is endangered or within a specified period of time as indicated in the notice.
- C. Failure of the Agency to take action for an Agreement violation does not prohibit the Agency from exercising its rights to do so for subsequent Agreement violations.

VIII. Exceptions to the Agreement

The Agency may approve exceptions to this Agreement if, in the opinion of the Agency, the benefits of the Group's participation outweigh the Group's inability to comply with a portion of this Agreement. To amend this Agreement, the Group shall submit a written request to the Agency for consideration for exception from a specific Agreement requirement. The request shall include the reasons for the Group's inability to comply with this Agreement requirement. The request shall be submitted at the time this Agreement is submitted to the Agency for consideration. Execution of the Agreement by the Agency shall constitute acceptance of the request for an exception.

IX. Transfer of Agreement

This Agreement may not be transferred.

X. Changes in Program

The Group understands that the Agency may make modifications to the Agreement and or the ACHN Program throughout the course of the term of the Agreement. Changes will be communicated to the Group within thirty (30) days of the change. The Alabama State Plan and the Provider Manual will be updated accordingly.

XI. Agreement Termination

This Agreement may be terminated by either party, with cause, or by mutual consent, upon at least thirty (30) days written notice and will be effective only on the first day of the month, pursuant to processing deadlines. If the Group does not allow a thirty (30) day notice, then future participation in the ACHN Program may be limited.

The Agency under the following conditions may terminate this Agreement immediately:

- A. In the event that state or federal funds that have been allocated to the Agency are eliminated or reduced to such an extent that, in the sole determination of the Agency, continuation of the obligations at the levels stated herein may not be maintained. The obligations of each party shall be terminated to the extent specified in the notice of termination immediately upon receipt of notice of termination from the Agency;
- B. If the approved Alabama State Plan is discontinued either by the Agency or CMS;
- C. If the Group is determined to be in violation of terms of this Agreement, or applicable federal and state laws, regulations, and policy, or fails to maintain program certification or licensure;
- D. Upon the sale of the Group’s practice, or termination of participation as a Medicaid or Medicare provider; or
- E. In the event of conduct by the Group justifying termination, including but not limited to breach of confidentiality or any other covenant in this Agreement, and/or failure to perform designated services for any reason.

XII. Effective Date and Duration

This Agreement shall be effective _____ or the first day of the month in which this Agreement is fully executed pursuant to the terms of this Agreement and remain in effect until amended or terminated.

Printed Name of Group

Alabama Medicaid Agency

Signature of Group Representative

Signature of Agency Representative

Group NPI and Medicaid ID Number

Date of Group Representative’s Signature

Date of Agency Representative’s Signature

Attachment A

**ALABAMA MEDICAID AGENCY
PRIMARY CARE PHYSICIAN GROUP
24/7 VOICE-TO-VOICE
COVERAGE AGREEMENT**

Primary Care Physician Group (Group) must provide recipient with after-hours voice to voice coverage. It is essential that recipients and/or other providers are able to contact the Group to receive instructions for care or referrals at all times to ensure that care is provided in the most appropriate manner related to the recipient's condition. To satisfy the after-hours voice-to-voice coverage requirement, the Group must meet one of the following requirements:

1. The after-hours telephone number must connect the recipient to the Group or an authorized medical practitioner.
2. The after-hours telephone number must connect the recipient to a live voice, answering service, or a medical practitioner on-call for the physician or Group. In the event that a recipient must leave a message or their call is handled by an answering service, the recipient must receive a call back, with instructions from the Group or Group's authorized medical practitioner, within one (1) hour of the initial contact.

A Group's office telephone line that is not answered after hours or answered after hours by a recorded message instructing recipients to call back during office hours or to go to the emergency department for care is **not acceptable**.

The after-hours coverage requirement will be monitored regularly. If during the monitoring process a provider is not meeting the requirements as stated above, the following will occur:

1. The Group will be contacted in writing and asked to submit within ten (10) business days of receipt of the letter, a corrective action plan (CAP) describing what steps will be taken to comply with the requirement(s).
2. The Group will receive a follow-up monitoring call within thirty (30) calendar days following submission of a CAP to determine implementation of the CAP and continuing compliance. If after the follow-up monitoring call, the Group is not maintaining compliance with the requirement, the Group will be notified in writing of the non-compliance status and will be placed on suspension from the ACHN until further notice. Suspension from participating with the ACHN will result in not receiving bonus payments and/or ACHN Participation Rates. Notification of the suspension status will be forwarded to the Agency's Chief Medical Officer.
3. If the Group fails to submit a CAP within the allotted time, the Group will be notified in writing of the non-compliance status with the Agreement and will be placed on suspension until further notice. The Group will be asked to submit a CAP within five (5) business of receipt of the letter.

- a. If the CAP is received in the allotted time and approved, the Group will be reinstated.
- b. If the Group fails to submit a CAP within the allotted time, the Group will be notified by certified mail of failure to comply with the after-hours coverage requirements and as a result has failed to comply with the Alabama Medicaid Primary Care Physician Group Agreement and the Agreement will be terminated.

Printed Group Name

Signature of Group Representative

Date of Signature

Group Medicaid ID

Attachment B

HOSPITAL ADMITTING AGREEMENT

Primary Care Physician Group (Group) is required to establish and maintain hospital admitting privileges or have a formal arrangement with a hospitalist group or another physician or group for the management of inpatient hospital admissions that addresses the needs of all recipients. If a Group does not admit patients, then the Hospital Admitting Agreement must be submitted to the Agency to address this requirement for participation. If the Group has entered a formal arrangement for inpatient services, the Hospital Admitting Agreement must be completed by both parties, and the applicant must submit the original form with the Application for enrollment or within ten (10) days of when a change occurs regarding the Group's management of inpatient hospital admissions.

A formal arrangement is defined as a voluntary agreement between the Group and the agreeable physician/group. The agreeable party is committing, in writing, to admit and coordinate medical care for the recipient throughout the inpatient stay. Admitting privileges or the formal arrangement for inpatient hospital care must be maintained at a hospital that is within a forty-five (45) minute drive time from the Group's practice. If there is no hospital that meets the above geographical criteria, the hospital geographically closest to the Group's practice will be accepted.

Exception may be granted in cases where it is determined the benefits of a Group's participation outweigh the Group's inability to comply with this requirement.

To ensure a complete understanding between the Group and the agreeable physician/group, the Agency and the Alabama Coordinated Health Network (ACHN) Program have adopted the Hospital Admitting Agreement. This Agreement serves as a formal written agreement established between all parties and the required conditions are as follows:

1. The Group is privileged to refer recipient for hospital admission. The below named provider is agreeing to treat and administer the medical needs of these recipients while they are hospitalized.
2. The below named provider will arrange coverage for recipient's admissions during their vacations.
3. Either party may terminate this Agreement at any time by giving written thirty (30) days advance notice to the other party or by mutual agreement.
4. The Group will notify the ACHN Program (Medicaid), in writing, of any changes to or terminations of this Agreement.
5. The Group will provide the below named provider with the appropriate payment authorization number.

Group Agreeing to Cover Hospital Admissions

Group Name: _____

Group Medicaid ID: _____

Mailing Address: _____

Specialty: _____ Ages Admitted: _____

Hospital Affiliation(s) and Location(s): _____

Contact Person: _____ Telephone Number: (____) _____

Authorized Signature: _____ Date: _____

Attachment C

EPSDT AGREEMENT

For recipients of Medicaid, birth to age twenty-one (21), the Early, Periodic Screening, Diagnosis and Treatment (EPSDT) examination is a comprehensive preventive service at an age-appropriate recommended schedule. There are numerous components of the EPSDT and are listed and described in Appendix A of the Alabama Medicaid Provider Manual.

If the Group cannot or chooses not to perform the comprehensive EPSDT screenings, this Agreement allows the Group to contract with another Medicaid Screener (hereinafter known as Screener) serving the Group's area to perform the screenings for recipients in the birth to twenty-one (21) year age group.

The Agreement requires the Group to:

1. Refer recipient for EPSDT Screenings. If the recipient is in the office, the physician/office staff will assist the recipient in making a screening appointment with the Screener within ten (10) days.
2. Maintain, in the office, a copy of the EPSDT physical examination and immunization records as a part of the recipient's permanent record.
3. Monitor the information provided by the Screener to assure that children are receiving immunizations as scheduled and counsel recipients appropriately if found in noncompliance with well child visits or immunizations.
4. Review information provided by the Screener to coordinate any necessary treatment and/or follow up care with recipient as determined by the screening.
5. Immediately notify the Agency and the Agency's Fiscal Agent of any changes to this Agreement.

The Screener agrees to:

1. Provide age appropriate EPSDT examinations and immunizations within sixty (60) days of the request for recipients who are referred by the Group or are self-referred.
2. Send EPSDT physical examination and immunization records within thirty (30) days of the completed screening to the Group.
3. Notify the Group of significant findings on the EPSDT examination or the need for immediate follow-up care within twenty-four (24) hours of identification. Allow the Group to direct further referrals for specialized testing or treatment.
4. Immediately notify the Agency and the Agency's Fiscal Agent of any changes to this Agreement.
5. Provide to the Agency a copy of the Screener's current CLIA certificate.

If the Group chooses to utilize this Agreement to meet the Agency requirement for participation, the Agreement containing the original signatures of the Group or the authorized representative and the screener or an authorized representative must be submitted within the enrollment application. The Group must keep a copy of this Agreement on file. If this Agreement is executed after enrollment, a copy must be submitted to the Agency's Fiscal Agent within ten (10) days of execution.

This Agreement can be entered or terminated at any time by the Group or the Screener. The

Agency and the Agency’s Fiscal Agent must be notified immediately of any change in the status of the Agreement. Questions regarding this agreement can be addressed to the Agency’s Fiscal Agent.

By signing this EPSDT Agreement (Attachment C to the Alabama Medicaid Primary Care Physician Group Agreement), both the Group and the Screener agree to the above provisions.

Signature of Screener

Signature of Group Representative

Printed Name of Screener

Printed Name of Group

Screener Medicaid ID

Date of Group Representative’s Signature

Date of Screener Signature