

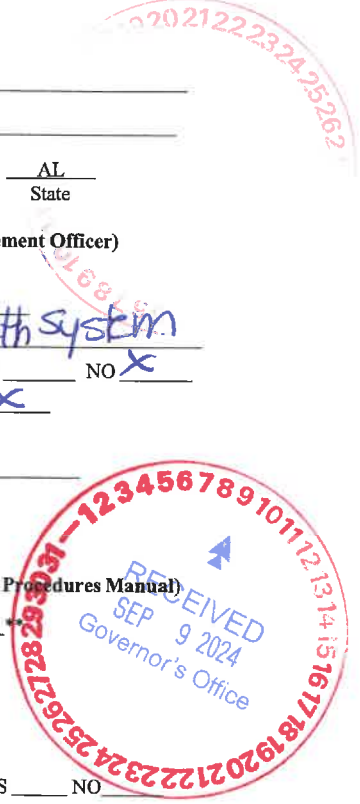
Contract Review Permanent Legislative Oversight Committee
Alabama State House --- Montgomery, Alabama 36130
CONTRACT REVIEW REPORT
(Separate review report required for each contract Contractor Information)

Contractor Information

Name of Governmental Body or Purchasing Agency: Alabama Medicaid Agency
Name of Contractor: North Alabama Community Care
3304 Westmill Drive SW Huntsville AL
Contractor's Physical Street Address (No P.O. Box Accepted) City State
Is Contractor a Sole Source? YES NO X (If Yes, Attach Sole Source Approval from the Chief Procurement Officer)
Is Contractor organized as an Alabama Entity in Alabama? YES X NO
If No, is Contractor Registered with Alabama Secretary of State to do Business in Alabama? YES NO
List the Members/Owners (e.g. John Smith) of the Contracting Entity Huntsville Hospital Health System
Is Contractor a minority-owned business? YES NO X Is Contractor a woman-owned business? YES NO X
Does Contractor have current member of Legislature or family member of Legislator employed? YES NO X
Is a Lobbyist/Consultant Affiliated with this Contractor OR Used to Secure this Contract? YES NO X
If Yes, Give Name:

Contract Information

Contract Number: C250620130 (See Fiscal Policies & Procedures Manual)
Contract Amount: \$7,900,620 (Put Amount You Are Asking For Today Only; See Fiscal Policies & Procedures Manual)
State Funds: 28 % Federal Funds: 72 % Other Funds:
**Please Specify Source of Other Funds (Fees, Grants, etc.)
Date Contract Effective: October 1, 2024 Date Contract Ends: September 30, 2025
Type of Contract: NEW: X RENEWAL: AMENDMENT:
If AMENDMENT or RENEWAL, Complete A through C: If AMENDMENT, will it extend time? YES NO
[A] ORIGINAL contract amount total \$
[B] Contract Amount Total prior to this amendment or renewal \$
[C] Contract Amount Total after this amendment or renewal \$



RFP: If RFQ, Answer RFQ Questions Below.
Was Contract Secured through RFP Process? YES X NO
Date the RFP was solicited: 12/29/23 AND Date the RFP was awarded: 04/19/2024.
Was Contract Posted to Statewide RFP Database at http://rfp.alabama.gov/Login.aspx? YES X NO
If NO, give a brief explanation, including any statutory exemption, as to why not:

RFQ:
Was Contract Secured through RFQ Process? YES NO X Date RFQ was solicited: Date RFQ awarded:
Posted to Division of Construction Management Website? http://dcm.alabama.gov/ae_qualifications.aspx YES NO X
If NO, give a brief explanation as to why not: This contract was procured through the RFP Process.

Summary of Contract Services to be Provided: The contract provides care management services for the general, maternity, and medically complex populations that will be in the Alabama Coordinated Health Networks. Through this coordinated approach to provide care management services the Agency expects improved health outcomes for all of its Recipients.

Why Contract Necessary AND why this service cannot be performed by merit employee: It is more cost effective to contract services out to an entity with the capability of hiring licensed staff located across the state, who are easily accessible within the community, to assist recipients and providers with the management of care and services.

I certify that the above information is correct.
Stephanie Azar
Signature of Governmental or Agency Head

Dana Garard Stout
Signature of Contractor

Stephanie McGee Azar
Printed Name of Governmental or Agency Head

Dana Garard Stout
Printed Name of Contractor

Governmental or Agency Contact: Stephanie Lindsay Phone: 334 353-3781

North Alabama CommunityCare

North Alabama Community Care is a wholly owned subsidiary of Huntsville Hospital Health System which is owned by the Health Care Authority of the City of Huntsville.

North Alabama Community Care/Executive Director – Dana Garrard Stout

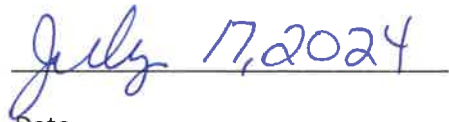
North Alabama Community Care/Chairman on the Board – Dean Griffin, Senior VP Huntsville Hospital Health System

Huntsville Hospital Health System/Chief Executive Officer – Jeff Samz

Health Care Authority of the city of Huntsville/Chairman of the Board – Mike Goodman



Dana Garrard Stout, Executive Director



Date

North Alabama Community Care

North Alabama Community Care complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex.

ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al (855) 640-8827 (TTY: (855) 219-6599). 注: 如果您使用中國傳統, 您可以得到免費的語言協助服務。呼叫 (855) 640-8827 (TTY: (855) 219-6599)

**GOVERNOR'S ADDITIONAL CONTRACT QUESTIONS
FOR PROFESSIONAL AND PERSONAL SERVICES CONTRACTS**

PART I. Procurement method. Mark boxes as appropriate.

- Competitive sealed bids/ITBs (§ 41-4-132)**
 - This is a professional-services contract; CPO approval for use of ITB is attached.
Alabama Buys/STAARS solicitation number: _____
 - This is not a professional-services contract; no CPO approval for use of ITB required.
 - Adequate public notice of ITB was given for a reasonable time prior to bid opening.
 - Bids were opened publicly in the presence of one or more witnesses at time and place designated in the ITB.
- Competitive sealed proposals/RFPs (§ 41-4-133)**
 - Number of providers the RFP was distributed to: 62
 - Number of responses/proposals the agency reviewed: 7
 - RFP was posted to online database as required by § 41-4-66
Alabama Buys/STAARS solicitation number: 062 24000000055
 - A written determination was made that accepted proposal is "most advantageous to the state."
 - Public notice of award was given promptly after contract award.
 - This is a contract for services governed by a DCM fee schedule.
 - Contract fees are within the approved DCM fee schedule.
 - DCM Director's approval for exceeding DCM fee schedule is attached.
 - This is a contract for an architect, landscape architect, engineer, land surveyor, or geoscientist.
 - A competitive, qualifications-based process was used per § 41-4-133(j).
- Small purchases (§ 41-4-134)**
 - Contract fees are below the small-purchase thresholds set forth in Rule 355-4-3-.05.
 - Lowest acceptable quote chosen from three written quotes solicited.
Solicitation number in Alabama Buys/STAARS is: _____
 - Per Rule 355-4-3-.05, no quotes required because: _____
- Sole-source procurement (§ 41-4-135)**
 - Written determination by CPO that there is only one source for the required professional service is attached.
- Emergency procurements (§ 41-4-136)**
 - Written determination for basis of the emergency and selection of the contractor attached.
 - Approval attached from CPO or agency head (not subject to delegation).
- Special procurements (§ 41-4-137)**
 - Written determination for basis of the emergency and selection of the contractor attached.
 - Approval attached from CPO or agency head.
- Physicians (§ 41-4-125.01)** – provider selected from Medical Licensure Commission list.
- Attorneys (§ 41-4-125)**
 - Litigation (Hourly)
 - DAG appointment letter attached.
 - Governor's rate approval letter attached. (See EO 726, ¶ 3.b.)
 - Litigation (Contingency Fee)
 - DAG appointment letter attached.
 - Written determination attached as required by § 41-4-125(d)(1).
 - Fee within limits prescribed by § 41-4-125(d)(2)-(3) or AG/Governor written authorization for exceeding limits is attached as required by § 41-4-125(d)(5).
 - AG's standard contract addendum attached per § 41-4-125(d)(7).
 - Non-litigation
 - Justification letter attached for not using in-house counsel or AG.

- Governor's approval attached. (See EO 726, ¶ 3.b.)
- Attorney's scope of services is described with particularity. (See EO 726, ¶ 3.c.)
- Litigation experts (§ 41-4-125(b))** – retained for litigation or avoidance of litigation.
- Exempt Contract.** Explanation of the exemption and citation to statutory authority:

PART II. IT (information technology) questions. Check one.

- Contract is for IT supplies or services and written approval of OIT attached per § 41-4-285.
- Contract is not for IT supplies or services.
- If exemption from OIT approval is claimed, please explain basis and provide citation to statutory authority:

PART III. Personal services (employer-employee relationship) questions. Check one.

- Approved by State Personnel Department or its Board in accordance with the Alabama Fiscal Policy and Procedures Manual.
- Contract is not for personal services.

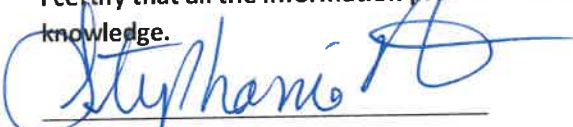
PART IV. Fiscal Policy and Procedures Manual requirements and additional questions. Complete for all contracts.

- Contract does not contain a waiver of sovereign immunity.
- Contract does not require the state to indemnify.
- Contract does not require a COVID-19 vaccination. (See EO 724, ¶ 4.)
- Contract contains all required clauses:
 - Early termination clause on page: RFP Pg 75-76 / Contract Pg 2
 - Alternative Dispute Resolution clause on page: RFP Pg 79 / Contract Pg 1
 - Merit System Exclusion clause on page: RFP Pg 78/ Contract Pg 1
 - Beason-Hammon (immigration) clause on page: Contract Attachment
 - No-boycott (free trade) clause on page: RFP Pg 77 / Contract Pg 2
 - Economic boycott clause (per § 8-1-251) on page: RFP Pg 77/ Contract Pg 2
 - If exempt from economic boycott clause, explain and cite statutory authority:

This contract is for administrative services.

- Ethics/nepotism clause (per EO 726, ¶ 4) on page: _____
- Disclosure statement required by § 41-16-82 is attached (or contract is for \$5,000 or less).
- Immigration documentation attached (e.g., E-Verify/Certificate of Compliance). (See FPPM.)

I certify that all the information provided on this form is true, correct, and complete to the best of my knowledge.



 Agency/Department Head Signature

Alabama Medicaid Agency

 Name of Agency/Department

Name & Phone # of Agency Contact: Stephanie Lindsay 334-353-3781

CONTRACT
BETWEEN
THE ALABAMA MEDICAID AGENCY
AND
NORTH ALABAMA COMMUNITY CARE

KNOW ALL MEN BY THESE PRESENTS, that the Alabama Medicaid Agency, an Agency of the State of Alabama, and North Alabama Community Care, Contractor, agree as follows:

Contractor shall furnish all labor, equipment, and materials and perform all of the work required under the Request for Proposal (RFP) Number 2023-ACHN-01, dated December 27, 2023 strictly in accordance with the requirements thereof and Contractor's response thereto.

Contractor shall be compensated for performance under this contract in accordance with the provisions of the RFP, in an amount not to exceed \$7,900,620 for the contract term.

Contractor and the Alabama Medicaid Agency agree that the initial term of the contract is October 1, 2024 to September 30, 2025 and allows for four one year option years to extend the contract term.

This contract specifically incorporates by reference the RFP, The State of Alabama Accounting and Resource System Solicitation Document, any attachments and amendments thereto, and Contractor's response.

Contractor and the Alabama Medicaid Agency agree that no work is to be performed under this contract and no payments will be made to the Contractor until the Contractor completes, to the Alabama Medicaid Agency's satisfaction, the Readiness Assessment as required under 42 C.F.R. § 438.66(d). Contractor's failure to demonstrate readiness to the satisfaction of and within the timeframe set by the Alabama Medicaid Agency shall make this contract voidable at the sole discretion of the Alabama Medicaid Agency.

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.

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.

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.

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.

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.

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.

Failure to comply with these requirements may result in termination of the agreement or subcontract.

North Alabama Community Care

Alabama Medicaid Agency

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


Contractor Signature


Stephanie McGee Azar
Commissioner

Tax ID: 83-3644456

Date Signed: July 17, 2024

Date Signed: 8-5-2024

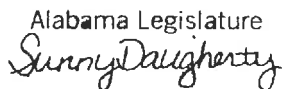
This contract has been reviewed for legal form and complies with all applicable laws, rules, and regulations of the State of Alabama governing these matters.



Legal Counsel

Reviewed by Contract Review Committee
Contract # C250420130

Christine Cook
Chief Procurement Officer
State Purchasing
Digitally signed by Christine Cook
Date: 2024.08.13 05:04:46 -05'00'

SEP 05 2024

Alabama Legislature


APPROVED:

Kay Ivey
Governor, State of Alabama
9/11/2024

**ALABAMA MEDICAID AGENCY
BUSINESS ASSOCIATE AGREEMENT**

Revised 06/2019

This Agreement is made effective October 1, 2024, by and between the Alabama Medicaid Agency (“Covered Entity”), an agency of the State of Alabama, and North Alabama Community Care (“Business Associate”) (collectively the “Parties”).

1. BACKGROUND

- 1.1. Business Associate agrees to perform the following services for or on behalf of Covered Entity: The provision of care management for maternity, medically complex and general populations for the improvement of health outcomes.
- 1.2. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a “business associate” within the meaning of the HIPAA Rules (as defined below).
- 1.3. The Parties enter into this Business Associate Agreement with the intention of complying with the HIPAA Rules allowing a covered entity to disclose protected health information to a business associate, and allowing a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. DEFINITIONS

2.1. General Definitions

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

2.2. Specific Definitions

- 2.2.1. Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 C.F.R. § 160.103
- 2.2.2. Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 C.F.R. § 160.103.
- 2.2.3. HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164 of the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009, and the implementing regulations promulgated thereunder from time to time by the U.S. Department of Health and Human Services (HHS).

3. OBLIGATIONS OF BUSINESS ASSOCIATE

Business Associate agrees to the following:

- 3.1. Use or disclose PHI only as permitted or required by this Agreement or as Required by Law.

- 3.2. Use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. Further, Business Associate will implement administrative, physical and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity as required by Subpart C of 45 C.F.R. Part 164.
- 3.3. Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- 3.4. Report to Covered Entity within five (5) business days any use or disclosure of PHI not provided for by this Agreement of which it becomes aware.
- 3.5. Ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information in accordance with 45 C.F.R. § 164.502(e)(1)(ii) and § 164.308(b)(2), if applicable.
- 3.6. Provide Covered Entity with access to PHI within thirty (30) business days of a written request from Covered Entity, in order to allow Covered Entity to meet its requirements under 45 C.F.R. § 164.524, access to PHI maintained by Business Associate in a Designated Record Set.
- 3.7. Make amendment(s) to PHI maintained by Business Associate in a Designated Record Set that Covered Entity directs or agrees to, pursuant to 45 C.F.R. § 164.526 at the written request of Covered Entity, within thirty (30) calendar days after receiving the request.
- 3.8. Make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, Covered Entity, available to Covered Entity or to the Secretary within five (5) business days after receipt of written notice or as designated by the Secretary for purposes of determining compliance with the HIPAA Rules.
- 3.9. Maintain and make available the information required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI as necessary to satisfy the Covered Entity's obligations under 45 C.F.R. § 164.528.
- 3.10. Provide to the Covered Entity, within thirty (30) days of receipt of a written request from Covered Entity, the information required for Covered Entity to respond to a request by an Individual or an authorized representative for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- 3.11. Maintain a comprehensive security program appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities as defined in the Security Rule.
- 3.12. Notify the Covered Entity within five (5) business days following the discovery of a breach of unsecured PHI on the part of the Contractor or any of its sub-contractors, and
 - 3.12.1. Provide the Covered Entity the following information:
 - 3.12.1(a) The number of recipient records involved in the breach.
 - 3.12.1(b) A description of what happened, including the date of the breach and the date of the discovery of the breach if known.
 - 3.12.1(c) A description of the types of unsecure protected health information that were involved in the breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other type information were involved).
 - 3.12.1(d) Any steps the individuals should take to protect themselves from potential harm resulting from the breach.

- 3.12.1(e) A description of what the Business Associate is doing to investigate the breach, to mitigate harm to individuals and to protect against any further breaches.
- 3.12.1(f) Contact procedures for individuals to ask questions or learn additional information, which shall include the Business Associate's toll-free number, email address, Web site, or postal address.
- 3.12.1(g) A proposed media release developed by the Business Associate.
- 3.12.2 Work with Covered Entity to ensure the necessary notices are provided to the recipient, prominent media outlet, or to report the breach to the Secretary of Health and Human Services (HHS) as required by 45 C.F.R. Part 164, Subpart D.;
- 3.12.3 Pay the costs of the notification for breaches that occur as a result of any act or failure to act on the part of any employee, officer, or agent of the Business Associate;
- 3.12.4 Co-ordinate with the Covered Entity in determining additional specific actions that will be required of the Business Associate for mitigation of the breach.

4. PERMITTED USES AND DISCLOSURES

Except as otherwise limited in this Agreement, Business Associate may

- 4.1. Use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as agreed to, provided that such use or disclosure would not violate the Subpart E of 45 C.F.R. Part 164 if done by Covered Entity;
- 4.2. Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- 4.3. Disclose PHI for the proper management and administration of the Business Associate, provided that:
 - 4.3.1. Disclosures are Required by Law; or
 - 4.3.2. Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- 4.4. Use PHI to provide data aggregation services to Covered Entity as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B).

5. REPORTING IMPROPER USE OR DISCLOSURE

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

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

6. OBLIGATIONS OF COVERED ENTITY

The Covered Entity agrees to the following:

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

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

7. TERM AND TERMINATION

- 7.1. **Term.** The Term of this Agreement shall be effective as of the effective date stated above and shall terminate when the Business Associate no longer provides agreed upon services to the Covered Entity.
- 7.2. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
 - 7.2.1. Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 - 7.2.2. Immediately terminate this Agreement; or
 - 7.2.3. If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.
- 7.3. **Effect of Termination.**
 - 7.3.1. Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
 - 7.3.2. In the event that Business Associate determines that the PHI is needed for its own management and administration or to carry out legal responsibilities, and returning or destroying the PHI is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall:
 - 7.3.2.a. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - 7.3.2.b. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining PHI that the Business Associate still maintains in any form;
 - 7.3.2.c. Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the PHI;
 - 7.3.2.d. Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at Section 4, "Permitted Uses and Disclosures" which applied prior to termination; and

7.3.2.e. Return to Covered Entity or, if agreed to by Covered Entity, destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

7.4. Survival

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

8. GENERAL TERMS AND CONDITIONS

- 8.1. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules.
- 8.2. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the services of the Business Associate.
- 8.3. The Parties agree to take such action as is necessary to amend this Agreement from time to time for Covered Entity to comply with the requirements of the HIPAA Rules.

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

ALABAMA MEDICAID AGENCY

Nakeshia James
Signature

8/16/24
Date

Nakeshia James

Printed Name

Privacy Analyst

Title

BUSINESS ASSOCIATE

Dana Garrard Stout
Signature

July 17, 2024
Date

Dana Garrard Stout
Printed Name

Executive Director

Title

**DATA SHARING AGREEMENT
BETWEEN
NORTH ALABAMA COMMUNITY CARE
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 North Alabama Community Care (hereinafter referred to as “NACC”) 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. NACC 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, NACC 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 NACC and Medicaid under the terms of this agreement will be utilized for the purpose described below:

The vendor will provide care management services for the general, maternity, and medically complex populations of Medicaid that will be enrolled in the Alabama Coordinated Health Networks. Medicaid expects improved health outcomes for all its recipients through this coordinated approach to provide care management services.

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 NACC and sets forth the terms under which NACC 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, NACC 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, NACC 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, NACC 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

NACC 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 NACC becomes aware. This report shall be made to Medicaid no later than one (1) hour from the time NACC becomes aware of the unauthorized use or disclosure.

Federal Tax Information (FTI)

If FTI is shared as part of this agreement,

NACC 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 NACC becomes aware. This report shall be made to Medicaid no later than twenty-four (24) hours from the time NACC becomes aware of the unauthorized use or disclosure.

By entering into this agreement, NACC 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

Data Request or Research Number (If applicable)	
--	--

This information will be used to determine the intensity of care management needed to address current and preventative healthcare concerns.

X. DESCRIPTION OF DATA

The data provided by Medicaid will include claims data, provider information and eligibility information.

XI. NACC: TECHNICAL CONTACTS FOR DATA FORMAT AND CONTENT

Contact Name & Title	Contact Information	Contact for Questions Regarding:
William Lanier-Hunt	(251) 460 – 7684 whlanierhunt@southalabama.edu	Data content, format, and submission
Victor Wangondu	(251) 414 – 8146 VWangondu@southabama.edu	Data content, format, and submission
William Lanier-Hunt	(251) 460 – 7684 whlanierhunt@southalabama.edu	Information Security policy, security incidents

XII. MEDICAID TECHNICAL CONTACTS FOR DATA FORMAT AND CONTENT

Contact Name & Title	Contact Information	Contact for Questions Regarding:
Carol Garrett	(334) 242 – 5988 Carol.Garrett@medicaid.alabama.gov	Data content, format, and submission
Kumari Seetala Analytics	(334) 353 – 3304 Kumari.Seetala@medicaid.alabama.gov	Data content, format, and submission
Craig Blakely CISO	(334)242-0569 Craig.Blakely@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. NACC 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. NACC EMAIL NOTIFICATION LIST (OPTIONAL)

Email Contact Name & Title	Contact Information
Dana Garrard, Executive Director	(256) 382-2366 Dana.Garrard@northalcc.org
Victor Wangondu	(251) 414-8146 vwangondu@southalabama.edu

XV. MEDICAID EMAIL NOTIFICATION LIST (OPTIONAL)

Email Contact Name & Title	Contact Information
Carol Garrett, Health Systems Manager	(334) 242-5988 Carol.Garrett@medicaid.alabama.gov
Catrice Williams, Networks Director	(334) 242-1488 Catrice.Williams@medicaid.alabama.gov

XVI. DATA SHARING FINANCIAL OBLIGATIONS

There are no financial obligations associated with this contract.

XVII. COMPLIANCE

NACC 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.

NACC 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 NACC to mitigate the breach.

If NACC is a business associate as defined by HIPAA, NACC 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.

NACC 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.

NACC 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:

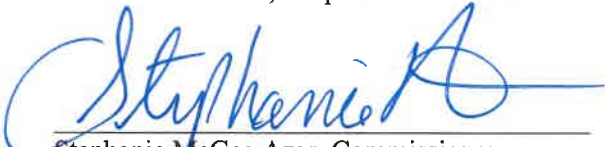
Mason Tanaka
Chief Information Officer
501 Dexter Ave. | Montgomery, AL 36103
334-353-3714
Email : Mason.Tanaka@medicaid.alabama.gov

North Alabama Community Care Authority:

Dana Garrard Dana Garrard
Executive Director
3304 Westmill Drive SW
Huntsville, AL 35805

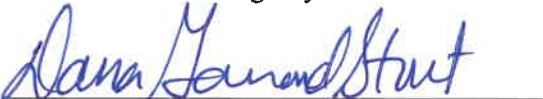
XIX. SIGNATURES

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



Stephanie McGee Azar, Commissioner,
Alabama Medicaid Agency

8-5-2024
Date



Dana Garrard, Executive Director
North Alabama Community Care

July 17, 2024
Date



Legal Counsel
Alabama Medicaid Agency

07/31/24
Date

Legal Counsel
North Alabama Community Care

Date



State of Alabama Disclosure Statement

Required by Article 3B of Title 41, Code of Alabama 1975

ENTITY COMPLETING FORM
 North Alabama Community Care
 ADDRESS
 3304 Westmill Drive SW
 CITY, STATE, ZIP
 Huntsville, AL 35805
 TELEPHONE NUMBER
 (256) 382-2366

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD
 Alabama Medicaid Agency
 ADDRESS
 501 Dexter Avenue, Post Office Box 5624
 CITY, STATE, ZIP
 Montgomery, Alabama 36103-5624
 TELEPHONE NUMBER
 (334) 353-3781

This form is provided with:

Contract Proposal Request for Proposal Invitation to Bid Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

Yes No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED
Alabama Medicaid Agency	Care Coordination/Population Health	\$16,131,997 FY23 \$4,993,269 FY24 (through June)

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

Yes No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT
N/A		

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY
N/A		

IMMIGRATION STATUS

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

Dana Leonard Stout
Signature of Contractor

Cindy Maze
Witness

State of Alabama
County of Madison

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

DATE: July 17, 2024

RE Contract/Grant/Incentive (describe by number or subject): The provision of management of care for general, maternity and medically complex populations for the improvement of health outcomes by and between North Alabama Community Care, Inc. (Contractor/Grantee) and Alabama Medicaid Agency (State Agency or Department or other Public Entity)

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

1. The undersigned holds the position of Executive Director with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as "the Act".
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business entity" shall include, but not be limited to the following:

- a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
- b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

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

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

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

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

Certified this 17 day of July 2024.

North Alabama Community Care
Name of Contractor/Grantee/Recipient

By: Dana Sencud Stunt
Its Executive Director

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

this 17th day of July 2024.

WITNESS: Cindy Maze
Cindy Maze
Print Name of Witness

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
 requester. Do not
 send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See <i>Specific Instructions</i> on page 3.	<p>1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p>NORTH ALABAMA COMMUNITY CARE</p>	
	<p>2 Business name/disregarded entity name, if different from above.</p>	
	<p>3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) <i>Note:</i> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input checked="" type="checkbox"/> Other (see instructions) NON-PROFIT </p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p style="text-align: right;"><i>(Applies to accounts maintained outside the United States.)</i></p>
	<p>3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/></p>	
	<p>5 Address (number, street, and apt. or suite no.). See instructions.</p> <p>P.O. BOX 18926</p>	<p>Requester's name and address (optional)</p>
	<p>6 City, state, and ZIP code</p> <p>HUNTSVILLE AL 35804</p>	
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
or									
Employer identification number									
8	3	-	3	6	4	4	4	5	6

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>Bryan Nelson, Finance Director</i>	Date <i>07.17.2024</i>
------------------	--	------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR E-VERIFY EMPLOYER AGENTS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and North Alabama Community Care (E-Verify Employer Agent). The purpose of this agreement is to set forth terms and conditions which the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the E-Verify Employer Agent, the Employer, DHS, and the Social Security Administration (SSA).

The Employer is not a party to this MOU; however, this MOU contains a section titled Responsibilities of the Employer. This section is provided to inform E-Verify Employer Agents acting on behalf of the Employer of the responsibilities and obligations their clients are required to meet. The Employer is bound by these responsibilities through signing a separate MOU during their enrollment as a client of the E-Verify Employer Agent. The E-Verify program requires an initial agreement between DHS and the E-Verify Employer Agent as part of the enrollment process. After agreeing to the MOU as set forth herein, completing the tutorial, and obtaining access to E-Verify as an E-Verify Employer Agent, the E-Verify Employer Agent will be given an opportunity to add a client once logged into E-Verify. All parties, including the Employer, will then be required to sign and submit a separate MOU to E-Verify. The responsibilities of the parties remain the same in each MOU.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing

information under E-Verify and shall update them as needed to keep them current.

2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the E-Verify User Manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.
3. The E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
4. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
 - a. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the E-Verify Employer Agent is a Federal contractor.
 - b. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of E-Verify.
5. The E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
6. The E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
7. The E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
8. The E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
9. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.1 below.
10. The E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to

make inquiries on behalf of the Employer during the period of unavailability.

11. When the E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.

12. If data is transmitted between the E-Verify Employer Agent and its client, then the E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the E-Verify Employer Agent.

13. The E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

14. The E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

15. The E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify Employer Agent services and any claim to that effect is false.

16. The E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

17. The E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

18. The E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF THE EMPLOYER

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities. It is the E-Verify

Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.
4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

5. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
6. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 4 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person,

the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

7. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.
8. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.
9. The Employer must use E-Verify (through its E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.
10. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.
11. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(I)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo

mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

12. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

13. The Employer agrees that it will use the information it receives from E-Verify (through its E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

15. The Employer acknowledges that the information it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

17. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

18. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

19. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

20. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities if the Employer is a federal contractor or becomes a Federal contractor. The E-Verify Employer Agent should instruct the client to keep the E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

- a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of

contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.B.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU
 - a. Automated verification checks on alien employees by electronic means, and
 - b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer (through the E-Verify Employer Agent) within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action

against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer (through the E-Verify Employer Agent) within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the E-Verify Employer Agent for verification services performed under this MOU. The E-Verify Employer Agent is responsible for providing equipment needed to make inquiries. To access E-Verify, an E-Verify Employer Agent will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the E-Verify Employer Agent's participation in E-Verify, with or without notice, at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the E-Verify Employer Agent or the Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU for that Employer when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the E-Verify Employer Agent must provide written notice to DHS. If the E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the E-Verify Employer Agent or the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the E-Verify Employer Agent, its agents, officers, or employees.
- C. The E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the E-Verify Employer Agent and DHS respectively. The E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer or the E-Verify Employer Agent, as the case may be, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.
- G. The foregoing constitutes the full agreement on this subject between DHS and the E-Verify Employer Agent.

If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 1382642

Approved by:

E-Verify Employer Agent Employer North Alabama Community Care	
Name (Please Type or Print) Dean Griffin	Title
Signature Electronically Signed	Date 02/20/2019
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02/20/2019

Company ID Number: 1382642

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	North Alabama Community Care
Company Facility Address	c/c huntsville Hospital 101 Sivley Road SW Huntsville, AL 35801
Company Alternate Address	3304 Westmill Drive SW Huntsville, AL 35805
County or Parish	MADISON
Employer Identification Number	833644456
North American Industry Classification Systems Code	624
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1



Company ID Number: 1382642

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

ALABAMA

1 site(s)

Company ID Number: 1382642

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name SchNarre B Twyman
Phone Number (205) 650 - 3283
Fax Number
Email Address schnarre.twyman@alabamacommunitycare.org

Name Dean Griffin
Phone Number (256) 265 - 8823
Fax Number (256) 265 - 2839
Email Address dean.griffin@hhsys.org