

**AGREEMENT BETWEEN
ALABAMA MEDICAID AGENCY
AND**

This Agreement, by and between the ALABAMA MEDICAID AGENCY hereafter referred to as STATE, and _____, hereafter referred to as the AGENT, is for provision of providing, at no cost to STATE, an Eligibility Verification Service to certain health care providers (hereafter referred to as SUBSCRIBERS), whereby it will offer on-line Medicaid Eligibility Information to such subscribed health care providers, as further defined below.

WHEREAS, the Alabama Medicaid Agency is the “Single State Agency” designated by Alabama law to administer the medical assistance program for the State of Alabama as provided for in Title XIX of the Social Security Act (Medicaid); and

WHEREAS, the Alabama Medicaid Agency operates the Alabama Provider Electronic Solutions (PES) system through its fiscal agent to allow verification of eligibility, benefits coverage and other insurance, as well as submission of claims for Medicaid recipients by Medicaid providers;

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this agreement according to the provisions set out herein:

A. RESPONSIBILITIES OF PARTIES

AGENT RESPONSIBILITIES

1. The AGENT agrees to maintain a list of its subscribers and upon written request by STATE shall furnish a copy of its agreement with each subscriber to STATE within 30 business days of each such request.
2. The AGENT agrees that it will release only the following information to subscribers:
 - a. Recipient Medicaid I.D. Number;
 - b. Name of Medicaid Recipient;
 - c. Recipient Date of Birth;
 - d. Third Party Liability (TPL) indicator, policy number and type of coverage;
 - e. Recipient Medicare Type Code;
 - f. Period of recipient Medicaid eligibility (not to exceed the last year);
 - g. Scope of services for which recipient is eligible;
 - h. Recipient Restrictions;
 - i. Service prior authorization requirements; and
 - j. Unit or dollar limits and the portions/amounts used.
3. In the event that the STATE has authorized, or authorizes in the future, Managed Care in the delivery of Medicaid services, AGENT agrees that, in addition to the information above, it will release only the following Managed Care information:
 - a. Managed Care Organization Name (MCO);
 - b. MCO Telephone Number;
 - c. Primary Care Physician (PCP) Name;
 - d. PCP Day Telephone Number; and
 - e. Plan Code.
4. The AGENT shall at its cost interface directly with the STATE’s (or the STATE’s Fiscal Agent’s) Medicaid recipient database via a secure method of telecommunication.
5. The AGENT agrees to transfer all data transmitted from the fiscal agent's on-line transaction processor through the AGENT to the subscriber's computer system without alteration or retention en route.
6. The AGENT agrees to submit transactions in the production environment only after test results and applicable user manuals have been reviewed by the STATE's fiscal agent and approved in writing by the STATE.
7. The Eligibility Verification Service provided to subscribers by the AGENT shall allow subscribers access to medical assistance eligibility information only by the input of the recipient’s Medical Assistance Identification number or two or more of the following data elements:

- a. Recipient's Full Name, including middle initial;
- b. Recipient's Date of Birth; and
- c. Recipient's Social Security Number.

and by entering date(s) of service(s). A span of dates cannot exceed 13 months. If a specific date of service is requested, the date cannot be more than 12 months prior to the query date.

- 8. The AGENT agrees that all contracts with subscribers shall provide:
 - a. The access to eligibility information shall be restricted to the sole purpose of verification of medical assistance eligibility where a medical assistance recipient is requesting payment for medical services.
 - b. That verification of eligibility under the system is not an assurance of payment of STATE and that the records of STATE as to a recipient's eligible status shall be the final authority.
 - c. That the subscriber indemnifies and holds harmless STATE, its agents and employees, from any and all claims by such subscriber or any recipient who is aggrieved by the actions of any party under this agreement.
 - d. That the subscriber must be an approved Medicaid Provider and must include its valid Medicaid Provider number in the AGENT's contract.
 - e. The fees charged subscribers must be reasonable.
 - f. The AGENT will maintain records for one (1) year showing subscriber name, recipient name, provider I.D. number, the number of inquiries for each subscriber, the dates of the subscriber queries, and the dates the services were rendered. The AGENT will submit to random auditing by STATE.
- 9. The AGENT may enter into subcontracts under this agreement only with the prior written approval of the STATE. A subcontractor must enter into a separate data agreement with the STATE prior to approval being granted.

STATE RESPONSIBILITIES

- 1. The STATE agrees to provide Medical Assistance Eligibility Information on its eligible recipients for the current month and preceding eleven (11) months including:
 - a. Recipient Medicaid I.D. Number;
 - b. Name of Medicaid Recipient;
 - c. Recipient Date of Birth;
 - d. Third Party Liability (TPL) Indicator;
 - e. Recipient Medicare Type Code;
 - f. Period of Recipient Medicaid Eligibility (not to exceed the last year);
 - g. Scope of services for which recipient is eligible;
 - h. Recipient Restrictions;
 - i. Third Party Liability Information (whenever available to STATE) as follows:
 - 1. Insurance Carrier Name;
 - 2. Insurance Carrier Address;
 - 3. Coverage Types;
 - 4. Policyholder Name;
 - 5. Group Number;
 - 6. Policy Number;
 - 7. Coverage Start Date; and
 - 8. Coverage Termination Date;
 - j. Copay amounts to be satisfied;
 - k. Service prior authorization requirements; and
 - l. Unit or dollar limits and the portions/amounts used.
- 2. In the event that the STATE has authorized, or authorizes in the future, Managed Care in the delivery of Medicaid services, STATE agrees that, in addition to the information above, it will provide only the following Managed Care information:
 - a. Managed Care Organization Name (MCO);
 - b. MCO Telephone Number;
 - c. Primary Care Physician (PCP) Name;
 - d. PCP Telephone Number; and
 - e. Plan Code.

B. TERM

This agreement shall be effective upon signature of both parties and shall remain in effect until terminated by either party upon at least thirty (30) days prior written notice to the other party. The STATE may terminate this agreement immediately in the event of a violation by AGENT of any term of the agreement.

C. CONFIDENTIALITY OF INFORMATION

The AGENT shall treat all information, including information relating to recipients and providers, which is obtained by it through its performance under this agreement as confidential information, and shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations and securement of its rights herein, or as otherwise provided herein. Any other third party may be granted access to confidential information only after complying with the requirements of state and federal laws and regulations pertaining to such access. The STATE will notify the AGENT if and when any other third party has properly obtained the right to have access to this confidential information. Nothing herein shall prohibit the disclosure of information in summary, statistical, or other forms which does not identify particular individuals. The Agent shall abide by current state and federal data transmission security requirements, including all provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, its implementing regulations, and all Health Care Financing Administration (HCFA) internet security protocols. The AGENT has been granted approval for the provision of Internet access to eligibility information for Medicaid providers.

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

Additionally, it is incumbent upon the AGENT to inform its officers and employees of penalties for improper disclosure implied by the Privacy Act of 1974, 5 U. S.C. 552a. Specifically, 5 USC 552a (1) (1), which is made applicable to contractors by 5 U. S. C. 552a (m) (1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, wilfully discloses that material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

D. INDEMNIFICATION

The AGENT agrees to indemnify, defend, save and hold harmless the STATE from all claims, demands, liabilities, and suits of any breach of this agreement by the AGENT, its agents or employees, including but not limited to any occurrence of omission or negligence of the AGENT, its agents or employees, and more specifically, without limitations:

1. Any claims or losses for services rendered by a subcontractor, consultant, person or firm performing or supplying services, materials or supplies in connection with the performance of the contract;
2. Any claims or losses to any person or firm injured or damaged by the erroneous or negligent acts, including disregard of Federal or State regulations or Federal statutes, of the AGENT, its agents, consultants, officers and employees, or subcontractors in the performance of this agreement;
3. Any claims or losses resulting to any person or firm injured or damaged by the AGENT, its agents, consultants, officers, employees, or subcontractors by the publications, translation, reproduction, delivery, performance, use or disposition of any data processed under the contract in any manner not authorized by the contract, or Federal or State regulations or statutes; and
4. Any failure of the AGENT, its officers, agents, consultants, employees, or subcontractors to observe State or Federal laws, including but not limited to labor laws and minimum wage laws.

E. NON-EXCLUSIVITY

The STATE shall not be in any way limited from entering into similar contracts with other Agents desiring to provide the same or similar service, nor shall the STATE be in any way limited from providing the same or similar service directly to health care providers. The STATE shall in no way be limited in its use of any information it obtains from the AGENT in connection with this Agreement, and the parties hereto agree that no such information shall be considered proprietary or trade secret information of the AGENT.

F. ENTIRE AGREEMENT

This written Agreement constitutes the entire Agreement between the parties, and no additional representatives, writings or documents are a part hereof, unless specifically referred to herein above. This Agreement may be amended by written agreement of the parties hereto.

G. CONTACT PERSONS

MEDICAID:

Clay Gaddis
Fiscal Agent Liaison
501 Dexter Avenue
P.O. Box 5624
Montgomery, AL 36103-5624

AGENT:

Contact: _____
E-Mail: _____
Company: _____
Address: _____
City, State and Zip: _____
Area Code: (_____) Phone: _____

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

ALABAMA MEDICAID AGENCY

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____