

**ACHN PCP Participation Agreement**  
**between**  
**My Care Alabama East, Inc.**  
**and**  
**Primary Care Physician Group**

**THIS AGREEMENT** is entered into as of \_\_\_\_\_, 20\_\_ , between My Care Alabama East, Inc., hereinafter referred to as “My Care Alabama,” and \_\_\_\_\_ hereinafter referred to as “PCP,” located in the City of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_.

**WHEREAS**, My Care Alabama has been selected to operate as an Alabama Coordinated Health Network Entity pursuant to a CMS 1915(b) Waiver with the Alabama Medicaid Agency, hereinafter referred to as the "Agency";

**WHEREAS**, the Alabama Coordinated Health Network, hereinafter referred to as the "ACHN," is designed to provide care management services to Medicaid recipients through the collaborative efforts of the Agency, My Care Alabama, and PCP;

**WHEREAS**, the Agency has contracted with My Care Alabama to administer and manage care management services in a designated region to improve health outcomes of recipients;

**WHEREAS**, PCP is eligible to participate in the Alabama Medicaid program and has a current and active Alabama Medicaid Provider Agreement; and

**WHEREAS**, PCP desires to contract and actively participate with My Care Alabama and participate in the ACHN by working collaboratively with My Care Alabama and the Agency to help coordinate the healthcare services for each Medicaid recipient, as defined by the Agency, who elects to receive services from PCP.

**NOW, THEREFORE**, My Care Alabama and PCP agree as follows:

<i>Section 1 - General Statement of Purpose and Intent</i>
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The ACHN is defined by the federal government and the Agency as a voluntary Medicaid program that provides care management for recipients to achieve improved health outcomes and to minimize duplication of healthcare services and costs. It is designed to add an additional level of support to PCP by intensively coordinating the care of recipients.

Care management in the ACHN is accomplished by managing patient-centered care through best practices, connecting recipients with needed resources, teaching self-management skills, providing transitional care, and linking recipients to medical and behavioral services.

*Section 2 - Active Participation Activities of PCP*

In addition to PCP's responsibilities under the Alabama Medicaid Provider Agreement and the Alabama Medicaid Primary Care Physician Group Agreement, PCP agrees to actively participate with My Care Alabama. Active Participation is defined as performing the following activities:

1. PCP participates as needed in My Care Alabama's multidisciplinary care team and in the development of individualized and comprehensive care plans;
2. Over a 12-month period, PCP participates in at least three quarterly Medical Management Meetings. Attendance requirements can be met by having one primary care physician, nurse practitioner, or physician assistant from PCP attend;
3. PCP participates in program initiatives centered around quality measures; and
4. PCP reviews data provided by My Care Alabama to help achieve the Agency's and My Care Alabama's quality goals.

Additionally, PCP agrees to:

1. Provide voice to voice access for medical advice and care for recipients on a 24 hours per day and seven days per week basis.
2. Establish and maintain hospital admitting privileges or have a formal agreement with a hospitalist group or another physician or group for the management of inpatient hospital admissions that addresses the needs of all recipients under the care of PCP.
3. Comply with the policies and procedures developed by My Care Alabama's Medical Management Committee (as defined in the Alabama Coordinated Health Network RFP Number 2023-ACHN-01) to effectively manage the quality, utilization, and cost of services, including but not limited to the following:
  - a. Inpatient admissions
  - b. Emergency department visits
  - c. Specialty and ancillary referrals
  - d. Early detection and health promotion
  - e. Chronic diseases
  - f. At-risk patients
  - g. Pharmacy prescribing patterns
4. Maintain an integrated medical record and allow My Care Alabama access to that record to coordinate patient care.
5. Review data provided by My Care Alabama and the Agency and participate as needed in any initiatives or trainings as part of the Quality Improvement Program (as defined in the Alabama Coordinated Health Network RFP Number 2023-ACHN-01).

6. Work with My Care Alabama’s pharmacist to help manage patient pharmaceutical issues by responding to the pharmacist's assessment of any problems with medications prescribed versus medications filled/taken.
7. Ensure appropriate access to care by providing timely appointments.
8. Provide appropriate referral processes and communications with non-primary care specialists.

Nothing in this Agreement shall interfere with or supersede PCP’s obligation to provide healthcare services to Medicaid recipients under separate agreements with the Agency.

<i>Section 3 - Duties and Responsibilities of My Care Alabama</i>
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My Care Alabama shall provide:

1. A care coordinator who shall serve as the liaison between PCP, pharmacist, other providers, and the recipient, as needed.
2. Assistance to coordinate services for recipients with other medical providers, substance abuse providers, behavioral health providers, and agencies to ensure timely delivery of services, to improve healthcare efficiency, and to improve quality of care.
3. Collaboration with developing individualized care plans and goals identified by PCP and the recipient.
4. Education, training, and technical assistance regarding the ACHN.
5. Periodic reports concerning PCP’s recipients and My Care Alabama, including Medical Management Committee (as defined in the Alabama Coordinated Health Network RFP Number 2023-ACHN-01) reports and reports from the Agency.
6. Measures for PCP and the ACHN, and data relating to service utilization by the recipients as well as updates about PCP’s progress toward goals and measures.

<i>Section 4 - General Terms and Conditions</i>
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1. Non-Discrimination: PCP shall comply with all applicable federal and state laws which prohibit discrimination on the grounds of race, creed, sex, religion, national origin, or physical or mental handicap.
2. Transfer of Agreement: This Agreement may not be assigned, in whole or in part, by PCP.
3. Contract Termination: This Agreement may be terminated under the following conditions:
  - a. Automatically upon termination of PCP’s Alabama Medicaid Provider Agreement for any reason;

- b. Automatically upon termination of PCP's Alabama Medicaid Primary Care Physician Group Agreement for any reason;
  - c. Automatically upon termination of My Care Alabama's ACHN Agreement with the Agency;
  - d. Immediately, as to PCP or any healthcare provider employed or under contract by PCP, upon a revocation of PCP's employee's, contractor's, or agent's license to practice medicine in the State of Alabama, a revocation of PCP's employee's, contractor's, or agent's enrollment as a participating provider under Title XIX (Medicaid) of the Social Security Act, and/or cancellation of PCP's employee's, contractor's, or agent's medical liability insurance;
  - e. By either party without cause upon at least 90 days' notice;
  - f. By either party with cause upon 60 days' notice, in writing, and delivered by registered mail with return receipt requested or in person; or
  - g. By mutual consent of both parties.
4. Amendments: No supplements, modifications, or amendments of this Agreement will be binding unless executed in writing by both parties.
5. Indemnifications: PCP shall reimburse, defend, indemnify, and hold harmless My Care Alabama and its affiliates, partners, shareholders, members, owner, directors, managers, officers, employees, contractors, and agents from and against any and all claims, damages, losses, deficiencies, liabilities, penalties, charges, costs, and expenses (including attorney's fees) resulting from, relating to, or arising out of (i) any failure by PCP, its employees, contractors, or agents to comply with the terms and conditions of this Agreement, and (ii) any act or omission of PCP, its employees, contractors, or agents.
6. Affiliated Entities: Both parties understand that only one participation agreement is necessary for PCP to participate with all ACHN entities operating in the state. A list of all ACHN entities is attached as Exhibit A and incorporated by reference.

<i>Section 5 - Effective Date and Duration</i>
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This Agreement shall become effective on October 1, 2024, and remain in effect until amended or terminated pursuant to the terms of this Agreement.

*Section 6 - Signatures*

**Primary Care Physician Group**

**My Care Alabama East, Inc.**

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Group

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Entity Email Address

\_\_\_\_\_  
Alabama Medicaid Group Billing ID

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Group Email Address

**EXHIBIT A**  
**ACHN Entities**

The following companies have been awarded an intent to contract with the Alabama Medicaid Agency to operate as an Alabama Coordinated Health Network entity pursuant to a CMS 1915(b) Waiver:

My Care Alabama Northwest, Inc.

North Alabama Community Care

My Care Alabama East, Inc.

Alabama Care Network Mid-State

My Care Alabama Central, Inc.

Alabama Care Network Southeast

Gulf Coast TotalCare

