

**ACHN Non-Delivering MCP Participation Agreement**  
**between**  
**My Care Alabama Northwest, Inc.**  
**and**  
**Maternity Care Provider**

**THIS AGREEMENT** is entered into as of the date \_\_\_\_\_ 20\_\_ between My Care Alabama Northwest, Inc., hereinafter referred to as “My Care Alabama,” and \_\_\_\_\_, hereinafter referred to as “Maternity Care Provider” or “MCP,” 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 "ACHN," is designed to provide maternity care management services to Medicaid recipients through the collaborative efforts of the Agency, My Care Alabama, and MCP;

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

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

**WHEREAS**, MCP 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 maternity healthcare services for each Medicaid recipient, as defined by the Agency, who elects to receive services from MCP. Maternity healthcare services include, but are not limited to, providing comprehensive healthcare services to women during pregnancy and healthcare services after delivery to encourage and educate recipients in the use of family planning and pediatric services.

**NOW, THEREFORE**, it is agreed between My Care Alabama and MCP as follows:

*Section A - General Statement of Purpose and Intent*

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 MCP by intensively coordinating the care of maternity recipients. Each maternity recipient must participate in care management in order for the Agency to cover the recipient's maternity care.

Maternity 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 B - Active Participation Activities of MCP*

In addition to MCP's responsibilities under the Alabama Medicaid Provider Agreement, each MCP must enter into an ACHN MCP Participation Agreement, such as this Agreement, and actively participate in the ACHN program in order for the Agency to reimburse the MCP for services provided to maternity recipients. The minimum requirements for MCP to achieve "Active Participation" are:

1. Provide data and information to My Care Alabama, such as recipient's contact information, and pregnancy data;
2. Participate in developing the recipient's care plan;
3. Participate in the MCP selection and referral process; and
4. Participate in outreach and education provided by My Care Alabama to stay informed of program changes and Agency guidelines.

**MCP understands payment for maternity related claims is dependent upon:**

- 1. MCP receiving a referral from My Care Alabama to provide services; and**
- 2. Active Participation with My Care Alabama.**

*Section C - Duties and Responsibilities of MCP*

MCP agrees to:

1. Notify the Medicaid recipient at the first visit for obstetrical related services that obstetrical delivery services will be provided by another MCP.
2. Provide on a 24-hour basis, directly or through arrangements with another MCP as approved by My Care Alabama, appropriate emergency care services to recipients.
3. Maintain admitting privileges at licensed acute care hospital that provides obstetrical services.
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. Ensure appropriate access to care by providing timely appointments.

7. Provide appropriate referral processes and communications with non-MCP specialists.
8. Provide information about your practice, by completing Exhibit B, attached hereto and incorporated by reference.
9. Complete Exhibit C, as needed, attached hereto and incorporated by reference, if MCP does not provide obstetrical delivery services.

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

*Section D - Duties and Responsibilities of My Care Alabama*

My Care Alabama shall provide:

1. Assistance with establishing Medicaid eligibility for potential recipients. Certified application assisters will help potential recipients with the Medicaid application process.
2. A care coordinator who shall serve as the liaison between MCP, pharmacist, other providers, and the recipient, as needed.
3. Assistance with coordinating 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.
4. Collaboration in the development of individualized care plans and goals identified by MCP and the recipient.
5. Education, training and technical assistance regarding the ACHN program.
6. Clinical and administrative leadership and technical support to design, develop, and implement new clinical care management initiatives.
7. Periodic reports concerning MCP's recipients, including reports from the Medical Management Committee (as defined in the Alabama Coordinated Health Network RFP Number 2023-ACHN-01) and reports from the Agency.
8. Measures for MCP and data relating to service utilization by the recipients, as well as updates about MCP's progress toward goals and measures.

*Section E - General Terms and Conditions*

1. Non-Discrimination: MCP 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 MCP.

3. Contract Termination: This Agreement may be terminated under the following conditions:
  - a. Automatically upon termination of MCP's Alabama Medicaid Provider Agreement for any reason;
  - b. Automatically upon termination of My Care Alabama's ACHN Agreement with the Agency;
  - c. Immediately, as to MCP or any healthcare provider employed or under contract by MCP, upon a revocation of such MCP's employee's, contractor's, or agent's license to practice medicine in the State of Alabama, a revocation of such MCP'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 such MCP's employee's, contractor's, or agent's medical liability insurance;
  - d. By either party without cause upon at least 90 days' notice;
  - e. By either party, with cause upon 60 days' notice, in writing, and delivered by registered mail with return receipt requested or in person; or
  - f. 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: MCP shall reimburse, defend, indemnify, and hold harmless My Care Alabama and its affiliates, partners, shareholders, members, owner, directors, managers, officers, employees, contractors and agents for, 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 MCP, its employees, contractors, or agents to comply with the terms and conditions of this Agreement, and (ii) any act or omission of MCP, its employees, contractors, or agents.
6. Affiliated Entities: Both parties understand that only one MCP participation agreement is necessary for MCP 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 F - 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 its terms.

*Section G - Signatures*

**Maternity Care Provider**

**My Care Alabama Northwest, 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

**Exhibit B**  
**Provider Information**

Please provide the following information for the practice:

1. Point of contact for your office’s ACHN representative whom we will contact for ACHN related inquiries:

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

2. Provide the following information about the main office location and satellite locations, if applicable. If the Alabama Medicaid Group Billing ID of the satellite location is different than the main location, the satellite location will need to sign a separate ACHN MCP Participation Agreement. Attach additional sheets, as needed.

Group Name	Group NPI	Medicaid Group Billing ID	Group Address	Group Phone Number

Satellite Name	Satellite NPI	Medicaid Group Billing ID	Satellite Address	Satellite Phone Number

3. Provide the following information for individual providers in the practice:

Provider Name	Provider NPI	Provider Medicaid ID

**Exhibit C**

**Agreement to Provide Obstetrical Delivery Services**

**THIS AGREEMENT** is entered into as of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_, hereinafter referred to as the “Referring MCP,” and \_\_\_\_\_, hereinafter referred to as the “Receiving MCP.”

I. Receiving MCP agrees:

- a. To enter and maintain a MCP participation agreement with an Alabama Coordinated Health Network entity;
- b. To maintain hospital admitting privileges at a licensed acute care hospital that provides obstetrical services; and
- c. To accept referral from the Referring MCP and provide obstetrical delivery services to the Medicaid recipient.

II. Referring MCP: \_\_\_\_\_

Referring MCP Contact Person: \_\_\_\_\_

Number: (\_\_\_\_)\_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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III. Receiving MCP: \_\_\_\_\_

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

Mailing Address:

\_\_\_\_\_  
\_\_\_\_\_

Hospital Affiliation: \_\_\_\_\_

Receiving MCP Contact Person: \_\_\_\_\_

Number: (\_\_\_\_)\_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_