

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ALABAMA MEDICAID AGENCY
AND
THE ALABAMA DEPARTMENT OF PUBLIC HEALTH

WHEREAS, The Alabama Medicaid Agency, hereafter referred to as Medicaid, and the Alabama Department of Public Health, hereafter referred to as ADPH, have acted cooperatively since 1991 to outstation Medicaid eligibility workers at ADPH sites, we hereby enter into this agreement in order to ensure adequate facilities and equipment for Medicaid Outstationed Workers and to ensure prompt, efficient service for Medicaid applicants and recipients. This memorandum supercedes memoranda regarding computer equipment purchases dated September 11, 1991, and amended December 12, 1994, and May 29, 1997.

ADPH and Medicaid are agencies in service to the people of Alabama. As such, we expressly acknowledge that this agreement places no limitation on our ability to do more to further their interest. It is intended that the agencies work together cooperatively to solve the problems that inevitably will occur in such an enterprise. If any provision of this agreement becomes impractical to carry out, they may, by mutual agreement, make adjustments to meet the requirements of a specific location and/or situation.

ADPH welcomes Medicaid eligibility staff as co-workers. ADPH values their contribution to Public Health's mission and extends to them the consideration accorded public health employees. ADPH recognizes that efficient enrollment of Medicaid patients is a consideration of high value and will be taken into account in the administration of its clinics.

Medicaid acknowledges ADPH's contribution of workspace, equipment and support. Medicaid recognizes that efficient public health operations are a consideration of high value to be taken into account in the management of Medicaid Outstationed Workers.

Article One: Minimum Requirements for Medicaid Outstationed Worker Placement

ADPH shall ensure that each Public Health facility adequately equips each Medicaid Outstationed Worker to perform normal duties by providing at a minimum the following office equipment: a desk with drawers, a swivel chair, two chairs for clients, table space for a computer and printer, a telephone, a calculator, a wall bulletin board and five vertical (five drawer) cabinets or equivalent filing space which is easily accessible and ensures privacy of records. The file cabinets will store active case records as well as inactive records. ADPH agrees to provide work supplies such as ink pens, post-it notes, file folders and envelopes. ADPH shall incur all postage costs associated with Medicaid eligibility processing and shall provide mail pickup and delivery to the outstationed site daily.

Medicaid requires that ADPH designate and make available a private office for the worker, so that Title XIX Federal regulations pertaining to confidentiality and HIPAA (Health Insurance Portability and Accountability Act) compliance can be assured for the Medicaid client during interviews and telephone contacts. The worker must also have the ability to lock the office door or file cabinets where Medicaid records are stored. Each Medicaid Outstationed Worker must have the use of a copy machine and fax machine within a reasonable distance, as determined by Medicaid. Medicaid shall approve each outstation location prior to allowing a Medicaid Outstationed Worker to be moved to an ADPH site. ADPH shall provide a designated place for clients to drop off their application.

ADPH shall ensure that each ADPH facility administrator appoint an On-Site Coordinator. This appointment shall be confirmed in writing through completion of the designated form. The On-Site Coordinator shall be responsible for the on-site monitoring of the worker, including coordinating work hours, lunch hours and breaks, and identifying staff personnel who will be available to provide information and assist clients when the Medicaid Outstationed Worker is unavailable.

Article Two: System Requirements

ADPH shall furnish for the use of each Medicaid Outstationed Worker, a personal computer, laser printer, peripherals including laser printer cartridges and non-consumable equipment and emulation software as described by Medicaid as the minimum computer specification requirements for successful installation and operation of a Medicaid Outstationed Worker site and full utilization of AMAES (Alabama Medicaid Application and Eligibility System). Specifically, ADPH will provide the standard PC configuration, which includes installation of Lotus Notes, PCom mainframe access software, Internet Explorer, and Lotus Smartsuite.

ADPH shall also furnish a dedicated multi-point frame relay telephone line with modem interface. ADPH agrees that the installation cost and on-going use and lease charges for this line, by the Information Services Division of the Alabama Finance Department, shall be the sole responsibility of ADPH. Those charges shall be paid in accordance with the schedule set forth by the Alabama Finance Department in their billing documents.

ADPH shall assume full responsibility for computer equipment and software maintenance through warranties, maintenance contracts, or other methods so that 24-hour initial response is ensured. ADPH agrees to assume full responsibility of supporting this equipment and software and responding to associated calls. Medicaid will provide a checklist to Medicaid Outstationed Workers with specific instructions regarding whether to contact Medicaid or ADPH Help Desk. Once the appropriate Help Desk has been contacted a 24-hour response is required.

If computer equipment is relocated, the agency that requests the move shall pay all costs associated with the move and reinstallation. Whichever agency initiates the move shall notify the other agency 30 days prior to the move. ADPH must notify Medicaid's Information Systems Division of changes in IP addresses.

ADPH will ensure that no worker's equipment is down more than three business days. If any piece of equipment is down at a site more than three days, ADPH agrees to provide loaner equipment until the equipment can be restored to working condition or replaced.

Article Three: E-mail and Internet Service

ADPH agrees to assume full responsibility for the installation of the software and configuration of the workstations in order to provide email capability and Internet service sufficient to support the on-line, interactive web enabled application process for the Medicaid workers located at ADPH sites.

Article Four: Computer Purchase, Replacement, and Maintenance

ADPH agrees to purchase and install computer equipment and software and bill Medicaid for the equipment and software. Medicaid will pay ADPH for the computer equipment and software and will then bill ADPH for the state share of the computer equipment at a 25% match rate, or applicable rate at the time of purchase.

ADPH agrees to upgrade existing outstationed equipment to support e-mail, Internet, and the software as outlined in this agreement, and to initiate computer replacement at the intervals required by ISD, which is at least every five years, unless a performance issue arises that requires replacement prior to five years.

ADPH agrees to ensure that computers purchased in the future will contain sufficient memory for e-mail and Internet in addition to AMAES (Alabama Medicaid Application and Eligibility System) on-line files and the interactive web enabled application process.

ADPH agrees to provide maintenance for outstationed equipment including replacement of parts and consumables such as printers, printer cartridges, ribbon, and paper for all outstationed equipment purchased for use by Medicaid workers at ADPH facilities.

Medicaid and ADPH agree that this amendment applies to all computer and office equipment and software at ADPH facilities currently used by Medicaid workers and computer and office equipment and software purchased for use by Medicaid workers at ADPH facilities in the future. Both agencies agree to abide by terms and conditions above as well as those addressed in the Alabama Medicaid Agency SOBRA Outstationed Worker Procedures (Attachment A).

IN WITNESS WHEREOF, this agreement has been duly executed on this the 23rd day of September, 2002.

Alabama Department of Public Health
This contract has been reviewed for and is approved as to content.



State Health Officer

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

SEP 21 2002
DEPT OF PUBLIC HEALTH
Legal Counsel

Approved:

N/A

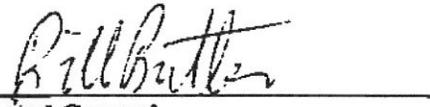
Finance Director

Alabama Medicaid Agency
This contract has been reviewed for and is approved as to content.



Commissioner

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



Legal Counsel

Approved:

N/A

Governor

**ALABAMA MEDICAID AGENCY
MEDICAID OUTSTATIONED WORKER PROCEDURES
FOR ALABAMA DEPARTMENT OF PUBLIC HEALTH SITES**

ON-SITE COORDINATOR: An On-Site Coordinator will be appointed at every facility where Medicaid Outstationed Workers will be based. The Public Health Area Administrator will consult with other area staff to appoint an On-Site Coordinator who serves the Department of Public Health in a permanent, non-contract, supervisory capacity. A new On-Site Coordinator should be appointed within 14 days of the On-Site Coordinator position becoming vacant for any reason. Each appointment/reappointment will be confirmed in writing through the completion of the designated form (Appointment of Facility On-Site Coordinators for SOBRA Outstationed Workers).

The On-Site Coordinator will be responsible for the on-site monitoring of the Medicaid worker, including coordination and monitoring of work hours, lunch hours and breaks. The On-Site Coordinator will review local operating procedures/problems with the Health Department staff and/or the Medicaid Outstationed Worker, and with the Medicaid Regional Supervisor when deemed necessary. Additionally, the On-Site Coordinator will designate a staff person to provide information and assist clients when the Medicaid Outstationed Worker is unavailable.

The Medicaid Regional Supervisors will perform the professional supervision of the Medicaid Outstationed Workers including performance appraisal and any disciplinary action if appropriate. The job duties of the Medicaid Outstationed Worker will be defined by the Alabama Medicaid Agency and will be restricted to those listed in the employee's responsibilities and results. The Medicaid Regional Supervisor will meet on a regular basis (quarterly at a minimum) with the On-Site Coordinator to discuss the performance of the Medicaid Outstationed Worker and any perceived or identified problems.

The On-Site Coordinator will be responsible for completing Alabama Medicaid Agency Form 299 (revised 02/16/95) "Medicaid Outstationed Worker Quarterly Work Habits" and submitting it to the Health

Department Area Administrator, or his/her designee, by the 10th of the month. This will enable the Area Administrator to assure that the On-Site Coordinators are providing the appropriate reports to the Medicaid Regional Supervisors in a timely manner. The Health Department Area Administrator or his/her designee will review the reports and forward them to the Medicaid Regional Supervisor no later than the 15th of the following month (due by the 15th of January, April, July, and October).

WORK HOURS: The Medicaid Outstationed Worker, the Medicaid Regional Supervisor and the On-Site Coordinator will coordinate work hour schedules. The decision to allow flex time for the Medicaid Outstationed Workers will be made jointly by the Medicaid Regional Supervisor and the On-Site Coordinator in accordance with the needs of both Medicaid, the Health Department and the clients we serve.

When two or more workers are based in one location, their lunch hours and breaks will be staggered, if necessary, in order to ensure that one worker will be available to see clients during the time the other worker is not available.

The Medicaid Outstationed Worker will arrange his/her schedule to allow time for paperwork to be completed. The Medicaid Outstationed Worker, the Medicaid Regional Supervisor and the On-Site Coordinator will discuss the need for the worker to have time allotted for paperwork and work out an arrangement that best serves the needs of the worker and the clients at their location(s). Up to eight hours per week is allotted for paperwork. Paperwork days/times are to be performed on days or times when the least number of clients present at the health department.

In emergency, high-risk situations, the On-Site Coordinator will be responsible for obtaining a completed Medicaid application and copies of the needed information/verification from the patient/parent/guardian. The On-Site Coordinator will copy verification information, date stamp and copy the Medicaid application which will be provided to the Medicaid Outstationed Worker to complete on his/her paperwork day. If the necessary information/verification cannot be obtained that day, the On-Site Coordinator will see that the application is date stamped, copied and presented to the Medicaid Outstationed Worker no later than the next working day.

The Medicaid Outstationed Worker, Medicaid Regional Supervisor, and/or Medicaid training unit will train the On-Site Coordinator or other designated back up on processing applications, reviews, changes,

computer input, and other skills needed in processing an application so that they may handle emergency situations.

WORK HOURS FOR WORKERS WITH MULTIPLE SITES: If workers must travel from their base site to a secondary site, work hours will be scheduled to allow travel time from the base site to the secondary site. Workers must communicate in advance with their On-Site Coordinator and Medicaid Regional Supervisor if there is a need for a work schedule change.

NOTIFICATION OF ABSENCE: Whenever the worker is absent from the work site on planned leave, the On-Site Coordinator is to be notified in advance in writing regarding the period of time the worker will be absent and the general reason i.e. illness, vacation, etc. The On-Site Coordinator will be given as much advance notice as possible in order to allow for the coordination of services during the worker's absence.

The approval of leave, planned or unplanned, is the responsibility of the Medicaid Regional Supervisor. When an Medicaid Outstationed Worker is scheduled to be out for two weeks or more, when possible, the Medicaid Regional Supervisor will endeavor to provide SOBRA worker coverage so that applications can continue to be entered into the computer system in a timely manner. When circumstances require the need for unplanned leave to be approved, the Medicaid Regional Supervisor or the Medicaid Outstationed Worker will promptly notify the On-Site Coordinator.

SCHEDULING OF VISITS BY MEDICAID REGIONAL SUPERVISORS: Face-to-face supervisory visits by the Alabama Medicaid Regional Supervisor will be scheduled at a minimum of once per quarter. These visits will be scheduled in advance with the Medicaid Outstationed Worker and the On-Site Coordinator to ensure their availability during the time periods planned for the visit. During the visit, the Medicaid Regional Supervisor will speak individually with both the Medicaid Outstationed Worker and the On-Site Coordinator. The Medicaid Regional Supervisor, the Medicaid Outstationed Worker and the On-Site Coordinator will then meet jointly to discuss issues identified during the individual meetings. When unresolved issues are identified, the Medicaid Regional Supervisor will schedule additional meetings with the appropriate people. If any person scheduled to meet cannot keep the scheduled visit, they will promptly notify the Medicaid Regional Supervisor. The Medicaid Regional Supervisor will notify all other parties of the need to reschedule.

DRESS CODE: The Medicaid Outstationed Worker's attire will conform to the dress code of the site in which the worker is stationed.

ON-SITE STAFF ASSISTANCE: The On-Site Coordinator will assign a staff member to provide assistance to patients requesting help with making application for Medicaid coverage in the absence of the Medicaid Outstationed Worker. This staff member will be familiar with the Medicaid application(s) and the procedures to be followed in completing and returning the forms for processing. The on-site assistance provided by the staff member will consist of (1) providing applications to clients (2) answering basic application process questions (3) advising the client about information the Medicaid Outstationed Worker will need to process the application (4) making copies of client information and (5) advising clients about the work schedule of the Medicaid Outstationed Worker.

The Medicaid Outstationed Worker will notify this designated staff member if he/she will be away from their post and for what period of time. This will allow the staff member to provide accurate information to clients who ask for the worker. The staff member and the worker will be aware of the lunch hours and break times for each other and will coordinate appropriately so that staff and patients' needs are met.

PROBLEM MANAGEMENT:

Recognizing that both Medicaid and the Department of Public are in agreement with the need to serve Medicaid patients in a positive, supportive manner, and that the presence of the SOBRA worker enhances the provision of Public Health Services to patients, if at any time the local Health Department is experiencing problems with any of the procedures/processes outlined in this document, the Area Administrator or his/her designee, may contact the appropriate Medicaid Regional Supervisor to discuss the concerns being experienced at the particular site. The Area Administrator, or his/her designee, at their request, may be included in any of the outlined meetings or decisions being made at the local level with the Medicaid Regional Supervisor, the On-Site Coordinators and the SOBRA workers. Working as a team the Medicaid Regional Supervisor and the Area Administrator, or his/her designee, will endeavor to resolve the identified problems. If the problems remain unresolved at this level the Medicaid Regional Supervisor and the Area Administrator may contact their respective State offices for further assistance.

If the Health Department requests the removal of a worker based on factors other than serving the needs of the Medicaid recipients, the Medicaid Agency will evaluate the factors related to the request and potential impact on the possible reassignment of future workers to the Health Department site.

If an On-Site Coordinator identifies a problem with a Medicaid Outstationed Worker's performance, the On-Site Coordinator will discuss the issues first with the worker. If they are unable to resolve the problem, the On-Site Coordinator will contact the Medicaid Regional Supervisor to discuss the situation. If problems still cannot be resolved, the On-Site Coordinator will advise the Public Health Area Administrator, or his/her designee, to discuss the ways to resolve the problem with the Medicaid Regional Supervisor. If the problem persists, the Medicaid Regional Supervisor will contact his/her supervisor at the Medicaid Central Office. The Medicaid Central Office will then consult with the Bureau of Family Health Services (BFHS) Social Worker Consultant. The Area Administrator, or his/her designee may also contact the BFHS Social Work Consultant about any unresolved problems. The BFHS Social Work Consultant will then consult with the appropriate supervisor at the Medicaid Central Office in an effort to resolve the problem. If possible, problems should be resolved at the local level.

If the Medicaid Outstation Worker identifies problems with the Health Department staff or procedures, they will discuss their concerns with the Health Department On-Site Coordinator. If the issues are not resolved, they will contact their Medicaid Regional Supervisor who will further discuss the problems with the On-Site Coordinator. If the problems continue unresolved, the Medicaid Regional Supervisor will contact the Health Department Area Administrator, or his/her designee to assist with resolving the problem. If there continues to be no resolution, the Medicaid Regional Supervisor and the Area Administrator, or his/her designee, will consult with their respective Central Office staff persons to assist with the problem resolution.

APPOINTMENT OF FACILITY

ON-SITE COORDINATOR

FOR SOBRA MEDICAID OUTSTATIONED WORKERS

I have appointed the following person(s) to serve as the On-Site Coordinator in the specified county and facility.

County Name: _____

Facility Name: _____

Address _____

On-Site Coordinator Name:

Print Name

Signature

Job Title

() _____
Telephone number

Signature and Title of Person making the Appointment

Date

PROVIDER AGREEMENT
BETWEEN
THE ALABAMA MEDICAID AGENCY
AND
ALABAMA DEPARTMENT OF REHABILITATION SERVICES

WHEREAS, the Alabama Medicaid Agency, hereinafter referred to as Medicaid, has been designated as the agency to administer the Medicaid Program in the State of Alabama under Title XIX of the Social Security Act; and

WHEREAS, the undersigned, the Department of Rehabilitation Services through its Division of Children's Rehabilitation Service, hereinafter called ADRS/CRS, has been designated as the agency to administer the Program for Children with Special Health Care Needs in the State of Alabama under Title V of the Social Security Act, and desires to participate in the Medicaid Program and requests the Medicaid Agency reimburse ADRS/CRS for the cost of services furnished to recipients by or through ADRS/CRS in accordance with 42 C.F.R. §431.615 (c)(4); and

WHEREAS, it is the desire of ADRS/CRS and Medicaid, two agencies of the State of Alabama, to enter into this agreement in order to improve the health status of children, birth through age twenty, by providing preventive services, health assessment, treatment and follow-up services through a comprehensive continuum of care that emphasizes the establishment of an ongoing provider-patient relationship; and,

WHEREAS, the State Plan under Title XIX of the Social Security Act provides for reimbursement of the services;

NOW, THEREFORE, the parties to this agreement hereby agree that ADRS/CRS shall participate in the Alabama Medicaid Program for the purpose of providing services and/or goods pursuant to Title XIX of the Social Security Act, as amended, and under the terms and conditions set forth herein.

SECTION I. GENERAL

1. This agreement shall become effective on October 1, 2009, and shall continue until terminated by either party in accordance with the terms and conditions of this agreement. This supersedes any and all previous agreement between the parties. All prior agreements are hereby terminated.
2. This agreement may be revised, altered, modified, or amended as required, provided that such is in writing and signed by both parties. This agreement may be terminated by either party upon 30 days' written notice.
3. ADRS/CRS shall comply with all the applicable provisions of the Alabama State Plan for Medical Assistance under Title XIX of the Social Security Act.

as amended, (hereinafter called the State Plan), and shall follow the procedures established in the Provider Manual for providing services under the Medicaid program. ADRS/CRS shall comply with all relevant Federal and State laws and regulations and shall follow the best professional practices consistent with reasonable economy.

4. This agreement is deemed to include the applicable provisions of the State Plan, the Alabama Medicaid Agency Administrative Code, the Provider Manual for CRS, and all State and Federal laws and regulations. If this agreement is deemed to be in violation of any of said provisions, then this agreement is deemed amended so as to comply therewith. Invalidity of any portion of this agreement shall not affect the validity, effectiveness, or enforceability of any other provision.
5. ADRS/CRS shall maintain, preserve, and provide Medicaid access to all records at its normal place of business sufficient to verify and disclose the full extent of services, equipment, supplies, and/or goods furnished to Medicaid recipients. ADRS/CRS agrees that:
 - a. All such records shall be maintained for a period of at least three years and one month following the last day of the fiscal year in which the service was rendered. However, if audit, litigation, or other action by or on behalf of the State of Alabama or Federal Government has begun but is not completed at the end of the above time period, or if audit findings, litigation, or other action has not been resolved at the end of the above time period, said records shall be retained until resolution.
 - b. ADRS/CRS shall promptly make all such records available for inspection and audit by authorized representatives of the Comptroller General of the United States, the Secretary of Health and Human Services, the Office of Inspector General, the Alabama Medicaid Agency, and appropriate agencies of the State of Alabama. ADRS/CRS shall furnish copies of said records without cost to Medicaid. Such reports and facilities will be available for inspection upon request during regular business hours of ADRS/CRS.
 - c. ADRS/CRS shall maintain, preserve, and provide Medicaid access to all records showing ADRS/CRS's relationship to any brother-sister or parent subsidiary corporations, partnerships or other form of business ventures.
6. ADRS /CRS agrees:
 - a. Claims will be submitted in accordance with guidelines established by Medicaid and billing instructions provided by Medicaid or Medicaid's fiscal agent, said instructions being construed to be consistent with the rules and regulations of Medicaid, hereby incorporated by reference.

ADRS/CRS agrees to accept as payment in full the amount paid by the fiscal agent for a covered service(s), and will make no additional charge or charges for a covered service(s) to a recipient, or sponsor, or family thereof. Medicaid shall provide to ADRS/CRS a copy of any pertinent billing manuals/guides related to billing and any revisions thereto.

- b. To pay Medicaid any monies due under Medicaid regulations for payments made on behalf of the patient by third parties. ADRS/CRS shall cooperate by obtaining and providing Medicaid with the name, address, and circumstances surrounding third parties who may be liable for payment of services. ADRS/CRS shall follow all procedures set forth in the Alabama Medicaid Agency Administrative Code, Third Party Section, with regard to reporting, billing, and collecting from third parties.
7. ADRS/CRS shall comply with Titles VI and VII of the Civil Rights Act of 1964, the Federal Age Discrimination Act, and Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and with all applicable federal and state laws, rules, and regulations implementing the foregoing statutes.
8. Neither Medicaid nor ADRS/CRS is obligated under this agreement unless and until it is duly executed by its authorized representatives.
9. Medicaid shall make no payment for services rendered in violation of this agreement. Payments made for services rendered in violation of this agreement may be recovered through appropriate administrative and/or legal action.
10. Medicaid's obligation to make payments hereunder is an obligation that is subject to the availability of State and Federal funds appropriated for Medicaid purposes.
11. In the event of litigation concerning any part of this agreement, whether initiated by ADRS/CRS or Medicaid, it is agreed that such litigation shall be conducted in either the Circuit Court of Montgomery County, Alabama, or the United States District Court for the Middle District of Alabama, Northern Division, according to the jurisdiction of those respective courts. This provision is not intended to, nor shall it operate to, enlarge the jurisdiction of either of said courts, but is merely an agreement and stipulation as to venue.
12. ADRS/CRS will, to the extent allowable by law, fully reimburse the Medicaid Agency for any penalties, disallowances, or other recoupment of funds from the Medicaid Agency by the federal government, as a result of any condition of non-compliance with federal program requirements, when non-compliance is due to any erroneous or insufficient action or inaction by ADRS/CRS. ADRS further agrees to reimburse any documented extraordinary expenses incurred by Medicaid, including staff time and other costs of adjusting claims, resulting

from such action or inaction, when such expense is incurred due to necessary corrective actions in response to actual or potential federal recoupment.

13. The parties shall safeguard and maintain the confidentiality of all information received under this agreement in accordance with 42 C.F.R. §431.300 et seq. Information compiled regarding applicants, recipients, and employers shall be used only to: (1) verify information provided by applicants; and (2) identify ineligible, overpaid or underpaid recipients. Information thus obtained shall not be disclosed, except to individuals expressly authorized to review such information under federal or state laws, including applicants and recipients.

SECTION II. ELECTRONIC MEDIA CLAIMS

1. Medicaid agrees that ADRS/CRS may submit claims for covered services by use of electronic claims submission.
2. ADRS/CRS hereby agrees to establish and maintain on file the signature of each recipient of services furnished by the ADRS/CRS, or when applicable the signature of a responsible person on behalf of said recipient. Said signature shall be maintained for each claim submitted consistent with Alabama Medicaid Administrative Code Rule 560-X-1-.18, as amended, herein incorporated by reference.
3. ADRS/CRS hereby agrees that the method of electronic media claims submission shall be governed by and submitted under the existing rules, regulations, and policy directives of Medicaid. ADRS/CRS further agrees that said method of electronic media claims submission shall be governed by and submitted under the provisions of the ANSI ASC X12N National Electronic Data Interchange Transaction Set Implementation Guides set out by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its associated rules. Copies of these guidelines are available through Washington Publishing Company (www.wpc-edi.com). ADRS/CRS hereby agrees to and shall be solely responsible for the accuracy and authenticity of said electronic media claims submitted.
4. ADRS/CRS shall retain and maintain detailed records, including original source documents which shall fully disclose the nature and extent of the service as reflected in the electronic media claims submitted for the time period reflected in Section I. 5. a.
5. ADRS/CRS hereby certifies that the service described on the electronic media claim was personally rendered by the provider of service or under his personal direction. ADRS/CRS further certifies that said service was medically necessary for the diagnosis and treatment of the condition as indicated by the diagnosis and shall maintain medical records, including source documents to verify such.

SECTION III. CLINIC SERVICES

Clinic services include preventive, diagnostic, therapeutic rehabilitative or palliative items or services that are provided in a clinic setting that is not part of a hospital but is organized and operated to provide medical care to outpatients. These clinic services shall only be furnished by or under the direction of a physician. ADRS/CRS must ensure that each eligible child receives all the clinic services contained in the patient care plan, that such services are medically necessary, and that they are administered by providers who meet the professional qualifications for the service being rendered and who are eligible for enrollment in Title XIX Programs. ADRS/CRS shall follow guidelines established in Medicaid's Provider Manual for Children's Rehabilitation Service.

Clinics include only those described in the Provider Manual such as: amputee, arthritis, augmentative communication/technology, cerebral palsy (includes neuro-ortho clinic), cleft palate, craniofacial, cystic fibrosis, cystic fibrosis (newborn), dentistry, eye, feeding (OT/SLP), genetics, hand, hearing, hearing aid, hearing assessment, hemophilia, infant/toddler evaluation, limb deficiency, multiple disabilities, neurology (includes pediatric assessment and pediatric neurology clinics), neuromotor, neurosurgery, orthopedic, pediatric evaluation, pediatric orthopedic specialty, pediatric surgery, scoliosis, seating, positioning & mobility, seizure, speech pathology, spina bifida (includes multi-specialty clinic), spinal deformity, teen transition, and urology.

Types of services provided in clinics include only those services described in the Provider Manual such as: prescriptions for services or medications, diagnosis of medical condition, completion of durable medical equipment assessments, development of a patient care plan, therapy services (physical, occupational, speech/hearing), nursing and social work services, patient/parent education, audiology services, physician services, multidisciplinary evaluations, case management, orthotic, prosthetic, optical and hearing aid services.

SECTION IV. NONCLINIC/PURCHASED SERVICES

ADRS/CRS also provides nonclinic services, which are defined as those services which are purchased through ADRS/CRS on behalf of Medicaid eligible patients. These services are listed in the Provider Manual and include such things as radiology, hemophilia drugs, occupational therapy, physical therapy, speech therapy, hearing aids, hearing aid ancillary services, and orthodontic services. Refer to Section V.2. for information regarding reimbursement for nonclinic services and to the Provider Manual for Children's Rehabilitation Service.

SECTION V. REIMBURSEMENT AMOUNTS

Payment by Medicaid for services furnished under this agreement shall be made in accordance with applicable State and Federal laws, regulations and limitations. ADRS/CRS must keep complete records to ensure that charges billed to Medicaid are based upon the actual allowable documented costs of the provider. Such records must be

kept in a form that will facilitate the establishment of an audit trail in the event such items are audited.

1. Clinic Reimbursement - clinic encounter rates shall be determined with a cost based methodology described in the Provider manual for ADRS/CRS. ADRS/CRS will bill for clinic encounters under the physician's provider NPI number for the procedure codes as referenced in the Provider Manual for Children's Rehabilitation Service.

ADRS/CRS will be required to pay Medicaid monthly, upon receipt of an invoice from Medicaid, the state share of ADRS/CRS costs associated with providing clinic services for Medicaid eligible recipients regardless of what agency certifies their Medicaid eligibility. The physician payment portion of the encounter rate will be deducted from the amount from which the current state share is based. ADRS/CRS also agrees to pay the current state share of Medicaid administrative costs. Administrative costs shall be calculated annually as a ratio of agency administrative costs to total expenditures. The current rate of benefit cost is subject to adjustment annually. ADRS/CRS will be given at least 90 days notice of any changes in the administrative rate. Medicaid will bill for these costs in conjunction with billing for the state share of benefit costs.

2. Nonclinic/Purchased Services – ADRS/CRS shall file under a separate NPI provider number for nonclinic/purchased services. Reimbursement rates are reasonable and consistent with rates paid to the general Medicaid provider population and will not exceed the prevailing charges in the locality for comparable services under comparable circumstances as provided for in 42 C.F.R. 447.325. ADRS/CRS shall bill for nonclinic/purchased services as described in the Provider Manual for Children's Rehabilitation Service.

Evaluation of swallowing function and oral function therapy can be utilized by CRS therapists and CRS vendored/contracted therapists in treating Medicaid eligible CRS recipients when medically necessary. These two services will be considered for payment when provided by qualified therapists as outlined above as a pass through cost in the ADRS/CRS cost report. The line on the cost report shall be titled, "Swallowing Evaluation and Therapy." A list must be maintained of recipient name, Medicaid number, date(s) of service and rendering provider.

3. Administrative/Indirect Costs – ADRS/CRS administrative overhead will be addressed in the Provider Manual for Children's Rehabilitation Service.

SECTION VI. RELATIONS WITH STATE HEALTH AND VOCATIONAL REHABILITATION AGENCIES

The Alabama Medicaid Agency will make payment to ADRS/CRS, the grantee as allowed under 42 C.F.R. §431.615 (c) (4).

The Alabama Medicaid Agency and ADRS/CRS will provide written materials at conferences, eligibility sites and other locations as appropriate to assist in the early identification of individuals under the age of 21 in need of medical and remedial services.

Medicaid will utilize eligibility workers to make referrals to ADRS/CRS in order to link children in need of medical or remedial services to providers and to other ADRS/CRS services that may be available to them.

ADRS/CRS agrees to maintain records for CRS patients who are also Medicaid recipients. Medicaid agrees to review the records periodically for the appropriateness of services provided under the terms of this agreement and for financial audit purposes.

Medicaid and ADRS/CRS agree to work together under the mechanisms provided for under Section VI of this agreement to provide for the orderly and efficient exchange of information necessary to the administration of this program.

Medicaid and ADRS/CRS agree to meet at mutually agreed upon times, but no less than quarterly, to discuss and plan for improved services to Medicaid recipients who are eligible for Children's Rehabilitation Service. Liaisons will be appointed by each agency to attend these meetings along with other staff as necessary to adequately address the cooperative work of the two agencies and the evaluation of relevant policy and procedures.

SECTION VII. FILES ACCESS

1. The Alabama Medicaid Agency authorizes ADRS/CRS to access and utilize data contained in the following files which are part of the Alabama Medicaid Management Information System (AMMIS):
 - a. Eligibility File (Alabama Medicaid Application & Eligibility System – AMAES)
 - b. Insurance Policy File
 - c. EPSDT Provider File

Other files may be made available to ADRS/CRS if approved in writing by Medicaid. Medicaid shall supply ADRS/CRS with a User's Manual which defines all of the CICS transactions authorized for ADRS/CRS. ADRS/CRS may develop batch software to access these files for inquiry only. The design specifications for any such software shall be

submitted to Medicaid for written approval prior to implementation. All software developed by ADRS/CRS under this agreement shall be subject to Medicaid review. This information will be safeguarded in accordance with 42 C.F.R. §431.306.

2. ADRS/CRS authorizes Medicaid to access and utilize data contained in ADRS/CRS's insurance file and any other files as deemed pertinent and necessary by employees of Medicaid in the performance of their official duties. This information will be safeguarded in accordance with 42 C.F.R. §431.306.

ALABAMA DEPARTMENT OF
REHABILITATION SERVICES

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



Dr. Cary Boswell
Commissioner

10/21/09

Date Signed

ALABAMA MEDICAID AGENCY

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

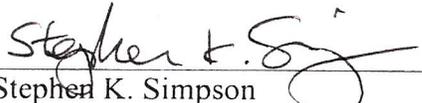


Carol H. Steckel, MPH
Commissioner

10/28/09

Date Signed

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



Stephen K. Simpson
ADRS/CRS Legal Counsel



Bill Butler
Medicaid Legal Counsel



Melinda Davis
Assistant Commissioner
Children's Rehabilitation Service

10/18/09

Date Signed



Winona Nelson
Chief Financial Officer

10/16/09

Date Signed