

AGREEMENT

Between

THE ALABAMA MEDICAID AGENCY

And

THE DIVISION OF LICENSURE AND CERTIFICATION
DEPARTMENT OF PUBLIC HEALTH

WHEREAS, Public Law 89-97 as amended and Public Law 92-603 require states desiring to participate in the Title XIX Program (Medicaid) to establish a plan for medical assistance, and

WHEREAS, the Office of the Governor has been designated as the single state agency responsible for the administration of the Alabama medical assistance program under Title XIX, and

WHEREAS, the Office of the Governor has delegated the Alabama Medicaid Agency as its agent to receive funds for and administer the Alabama Medicaid Agency Program under Title XIX of the Social Security Act, as amended, and the rules and regulations promulgated thereunder, and

WHEREAS, the Division of Licensure and Certification of the Alabama Department of Public Health, also referred as "DLC," has been designated as the agency to carry out the survey procedure for the Title XVIII program pursuant to Section 1864 of the Social Security Act, as amended, and

WHEREAS, in order to comply with Section 1902(a)(9) of the SSA as amended the Alabama Medicaid Agency elects to enter into a written contract with DLC to provide the Alabama Medicaid Agency with information concerning compliance with program requirements

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through the survey process and on-site visits by qualified personnel for those facilities requesting to participate or participating in the Medicaid program;

NOW, THEREFORE, The Alabama Medicaid Agency and DLC agree to the following:

- I. The Division of Licensure and Certification (DLC) will:
 1. Provide Medicaid with copies of initial and periodic survey findings and recommendations for certification of hospitals, skilled nursing and intermediate care facilities, home health agencies, independent laboratories, rural health clinics, end stage renal dialysis facilities, ambulatory surgical centers, rehabilitation centers, and portable x-ray units applying to participate or participating in the Medicare and/or Medicaid programs, together with copies of written action taken thereon by the Department of Health and Human Services concerning Medicare recommendations. Periodic resurveys will be conducted at least once each year by qualified DLC personnel.
 2. Provide Medicaid with post-certification revisit reports of all health care facilities on a timely basis.
 3. Provide health care facilities applying to participate in the Medicaid program with the appropriate application forms and program instructions that relate to certification.

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4. Conduct special surveys upon request by Medicaid if a question on noncompliance with the Federal Conditions of Participation arises. Such special surveys will be priority oriented and accomplished within the framework of DLC reasonable resources.
5. Provide Medicaid with the required documentation and related data in the event of voluntary and/or involuntary termination of all health care facilities.
6. Upon request, provide Medicaid with copies of approved hospital transfer agreements for skilled nursing and intermediate care facilities on initial surveys and changes of ownership.
7. Provide consultant services by personnel qualified in the fields of medicine, pharmacy, nursing, nutrition, patient activities, social services, fire safety, and other professional services when requested by Medicaid.
9. Prepare and submit a quarterly report of services performed by DLC for Medicaid.
10. Maintain a complete case file on each Medicaid participating facility, to include statements of deficiencies, plans of correction and certification, actions taken based upon findings submitted by DLC which will include any other information that may affect participation in the Medicaid program.
11. Provide Medicaid with copies of recommendations to the Licensure Advisory Board and/or State Committee of Public Health relating to licensure activities that involve

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changes in regulations, licensure status and/or revocation of licenses of health care facilities and provide Medicaid with disposition of the hearings.

12. Make on-site visits to health care facilities to investigate complaints, and initiate follow-up action as necessary to meet the requirements for participation in the Medicaid program.
13. Carry out a continuing inservice education and staff development program for DLC and Medicaid staff as it relates to Title XIX functions.
14. As required by Section 1124 of the Social Security Act, provide ownership and control interest information of health care facilities to Medicaid as a prerequisite to facility participation or reimbursement under Title XIX.
15. Submit to Medicaid in sufficient time to allow for review and approval prior to the renewal date, a budget request for the services enumerated herein which will include the numbers and qualifications of persons required to perform these services. This budget shall be based upon a mutually agreeable annual schedule of activities.
16. Bill Medicaid on a monthly or other appropriate basis for estimated expenditures for the services rendered in the prior month and adjusted at the end of each quarter.
17. At the end of each quarter, furnish Medicaid with cost documents of certification activities based on the amount of time spent by each employee of the Division of

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Licensure and Certification certified by Division of
Finance, Alabama Department of Public Health.

II. The Alabama Medicaid Agency will:

1. As they are developed and become available, provide DLC with applicable program regulations relating to the survey process, needed interpretations of such regulations, and procedures setting forth the manner in which survey information is to be submitted to Medicaid.
2. Notify DLC of any requests received from potential providers to participate in the Medicaid program.
3. Submit requests for special surveys to DLC indicating the reason and priority for survey.
4. Based upon a review and evaluation of survey and site information and other relevant data, notify facilities of findings. Facilities found to be eligible for participation in the Medicaid program will be advised and offered an opportunity to enter into an agreement with Medicaid appropriate to the needs of Medicaid. Facilities found not eligible for participation in the Medicaid program will be so advised, along with reasons for denial.
5. Notify DLC of action taken relating to facility contract agreements.
6. Provide approved facilities with certificates of participation.
7. Submit complaints concerning health care facilities to DLC for investigation.

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8. To the extent feasible and practicable, utilize information, data, and resources available through DLC in analyzing, assessing, and monitoring the Professional Review Organization.
 9. Develop jointly with DLC appeal procedures available to skilled nursing and intermediate care facilities whose participation in the Medicaid program is being denied, terminated or not renewed.
 10. Provide state matching money for each fiscal year for Title XIX survey and certification activities as set forth in the DLC budget and approved by Health Standards and Quality, Health Care Financing Administration, Department of Health and Human Services, Region IV.
- III. This contract does not require DLC to survey or monitor Civil Rights requirements for the Alabama Medicaid Program.
- IV. The terms of this agreement have been developed in accordance with program regulations and the Department of Health and Human Services' guidelines and are subject thereto. Terms of this agreement may be amended as agreed to in writing by both parties.
- V. Under no circumstances shall a debt of the state of Alabama arise or be created under this agreement, as prohibited by Section 213 of the Constitution of Alabama of 1901, as amended.

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SUPERSEDES LATE/APPROVED 6/5/87
TN NO. 80-2 LATE/EFFECTIVE 4/4/87

VI. The term of this agreement is for one year from April 1, 1987, and this agreement shall continue from year to year thereafter unless cancelled by either party at any time upon written notice to the other party given at least ninety days prior to any termination date.

IN WITNESS WHEREOF, this agreement has been duly executed this the 13th day of May, 1987.

ALABAMA DEPARTMENT OF PUBLIC HEALTH

By: Cavace S. Mason
Director
Division of Licensure & Certification

DATE: 4/30/87

APPROVED: [Signature]
State Health Officer

DATE: _____

APPROVED AS TO FORM:
APPROVED AS TO FORM
DEPT. OF PUBLIC HEALTH

APR 30 1987
Attorney
LEGAL BRANCH
PER [Signature]

ALABAMA MEDICAID AGENCY

By: [Signature]
Commissioner
Alabama Medicaid Agency

DATE: May 8, 1987

APPROVED: [Signature]
Governor

DATE: 5-13-87

APPROVED AS TO FORM:

[Signature]
Attorney

BY NO. 87-10 DATE/RECEIPT 5/27/87
BY NO. 80:22 DATE/RECEIPT 6/15/87
BY NO. 80:22 DATE/RECEIPT 4/1/87

PROVIDER AGREEMENT
BETWEEN
THE ALABAMA MEDICAID AGENCY
AND
ALABAMA STATE DEPARTMENT OF EDUCATION
(Division of Rehabilitation and Crippled Children Service)

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 Alabama State Department of Education (Division of Rehabilitation and Crippled Children Service) hereinafter called SDE/CCS, is a duly certified or licensed provider of services and desires to participate in the Medicaid Program;

NOW, THEREFORE, the parties to this agreement hereby agree that SDE/CCS 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, 1986, and shall continue until terminated, amended, or revised by either party in accordance with the terms and conditions of this agreement, with the exception that Medicaid may terminate this agreement when it determines that, during the last fiscal year, SDE/CCS has not provided services to Medicaid only recipients in excess of five claims and/or One Hundred Dollars (\$100.00).

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 thirty (30) days' written notice.

3. SDE/CCS 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 for providing services under the Medicaid Program. SDE/CCS shall comply with all relevant Federal and State laws and regulations and shall follow the best professional practices consistent with reasonable economy.

AL 86-22 Approved 1/7/87
CH 10/1/86

4. This agreement is deemed to include the applicable provisions of the State Plan, Alabama Medicaid Administrative Code, 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. SDE/CCS shall maintain 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. SDE/CCS 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. SDE/CCS 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. SDE/CCS shall either furnish copies of said records without cost to Medicaid or allow said records to be removed from the facility for reproduction. Such reports and facilities will be available for inspection upon request during regular business hours of SDE/CCS.
- c. SDE/CCS shall maintain, preserve, and provide Medicaid access to all records affecting or reflecting costs of services, equipment, supplies, and/or goods furnished under this agreement.

d. SDE/CCS shall maintain, preserve, and provide Medicaid access to all records showing SDE/CCS's relationship to any brother-sister or parent or subsidiary corporations, partnerships or other form of business ventures.

e. SDE/CCS agrees:

a. Claims will be submitted in accordance with guidelines established by Medicaid and billing instructions provided by the Medicaid fiscal agent, said instructions being construed to be consistent with the rules and regulations of Medicaid, hereby incorporated by reference.

SDE/CCS 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, except the designated and appropriate copayment amount where applicable.

b. To pay Medicaid any monies due under Medicaid regulations for payments made on behalf of the patient by third parties. SDE/CCS shall cooperate by obtaining and providing Medicaid with the name, address, and circumstances surrounding third parties who may be liable for payment of services whenever possible. SDE/CCS shall follow all procedures set forth in the Medicaid Agency Administrative Code, Third Party Section, with regard to reporting, billing, and collecting from third parties.

7. SDE/CCS 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.

8. Neither Medicaid nor SDE/CCS 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. SDE/CCS shall not charge Medicaid for services rendered on a no-cost basis to the general public.

12. SDE/CCS is prohibited from offering incentives (such as discounts, rebates, refunds, or other similar unearned gratuity or gratuities) other than an improvement(s) in the quality of service(s), for the purpose of soliciting the patronage of Medicaid recipients. Should SDE/CCS give a discount or rebate to the general public, a like amount shall be adjusted to the credit of Medicaid on the Medicaid claim form, or such other method as Medicaid may prescribe. Failure to make a voluntary adjustment by SDE/CCS shall authorize Medicaid to recover same by then existing administrative recoupment procedures or legal proceedings.

13. Payment by Medicaid for services furnished under this agreement shall be made in accordance with applicable State and Federal laws, regulations, and limitations. In no event shall the Medicaid payment exceed the amount charged to the general public for the same service.

14. Medicaid recognizes that SDE/CCS is required by various contracts with governmental agencies and others to maintain certain sliding fee scales and fee schedules. Nothing herein shall require SDE/CCS to vary or adjust its rates to Medicaid based upon any fees offered under such sliding scales or schedules, nor shall any fee paid under such contract be deemed to be a "discount" or "rebate."

15. In the event litigation is had concerning any part of this agreement, whether initiated by SDE/CCS or Medicaid, it is agreed that such litigation shall be had and 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.

SECTION II. (ELECTRONIC MEDIA CLAIMS)

1. Medicaid agrees that SDE/CCS may submit claims for covered services by use of electronic media, to wit: magnetic tape.

2. SDE/CCS hereby agrees to establish and maintain on file the signature of each recipient of services furnished by the SDE/CCS, 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-.10, as amended, herein incorporated by reference.

3. SDE/CCS 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, herein incorporated by reference. SDE/CCS further agrees that said method of electronic media claims submission shall be governed by and submitted under the provisions of the Alabama Medicaid Agency Tape Billing Manual, as amended, herein incorporated by reference.

4. SDE/CCS hereby agrees to and shall be solely responsible for the accuracy and authenticity of said electronic media claims submitted. SDE/CCS 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. SDE/CCS hereby certifies that the service described on the electronic media claim was personally rendered by the provider of service or under his personal direction. SDE/CCS further certifies that said service was medically necessary for the diagnosis and treatment of the condition as indicated by the diagnosis and shall maintain records, including source documents to verify such.

SECTION III. (PHYSICIAN SERVICES)

1. Each physician that renders services in the SDE/CCS clinic must be enrolled as a Medicaid provider with SDE/CCS as the payee.

2. SDE/CCS shall obtain and provide to Medicaid the provider enrollment information necessary for each physician to be enrolled in the Medicaid program with SDE/CCS as the payee.

3. This agreement entitles SDE/CCS to submit claims to Medicaid under the physician's provider number for the following procedure codes, and no others:

Z5145 - Regular Clinic
Z5146 - Speciality Clinic
Z5147 - Interdisciplinary Team Clinic
(New Patient)
Z5148 - Interdisciplinary Team Clinic
(Established Patient)

SECTION IV. (NONPHYSICIAN SERVICES)

1. The SDE/CCS clinic shall be enrolled under a separate provider number for filing of nonphysician services.

2. This agreement entitles SDE/CCS to submit claims for nonphysician services for the following procedure codes, and no others:

Z5149 - Hearing Clinic
V5010 - Hearing Aid Clinic
92591 - Hearing Aid Evaluation
92557 - Audiological Assessment
92506 - Hearing Evaluation
92507 - Hearing Therapy
70000-79999 - Radiology (Birmingham
Office Only)
NZ2353 - Factor VIII
NZ2354 - Factor IX

3. Other nonphysician services may be added, by amendment to this contract, through an interagency agreement for improved EPSDT services.

SECTION V. (REIMBURSEMENT AMOUNTS)

1. Reimbursement shall be made in accordance with the following Pricing Schedule.

NZ2353 - .10¢ per unit
NZ2354 - .10¢ per unit

V5010 - \$31.00
Z5145 - \$ 5.00
Z5146 - \$ 7.00
Z5147 - \$35.00
Z5148 - \$ 7.00
Z5149 - \$43.00

70000--79999 - According to Level III Pricing

92506 - \$35.00
92507 - \$15.00
92557 - \$35.00
92591 - \$31.50

SECTION VI. (RECIPROCAL REFERRALS)

1. Efforts will be made to inform all clients who are eligible for Medicaid and who are clients of SDE/CCS of the availability of services provided by the Alabama Medicaid Program.

2. Medicaid will refer Medicaid-eligible persons to SDE/CCS for services provided by that agency that are not covered by the Medicaid State Plan.

SECTION VII. (FILES ACCESS)

1. The Alabama Medicaid Agency authorizes SDE/CCS to access and utilize data contained in the following files which are part of the Alabama Medicaid Management Information System (AMMIS):

1. SDX Master
2. Eligibility File
3. Insurance Company File

and any other files as deemed pertinent and necessary by employees of SDE/CCS in the performance of their official duties. This information will be safeguarded in accordance with 42 C.F.R. §431.306.

2. SDE/CCS authorizes Medicaid to access and utilize data contained in SDE/CCS'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.

SECTION VIII. (LIAISON)

1. SDE/CCS and Medicaid agree to meet at mutually agreed times to discuss the concerns of either agency.

2. SDE/CCS and Medicaid agree to meet at mutually agreed times to discuss and plan for improved services to Medicaid recipients mutually eligible for EPSDT and Crippled Children Service Programs.

ALABAMA STATE DEPARTMENT OF
EDUCATION

Lamona H. Lucas
Lamona H. Lucas, Director
Division of Rehabilitation and
Crippled Children Service

William J. Rutherford
William J. Rutherford, Director
Division of Administrative and
Financial Services

Wayne Teague
Wayne Teague
State Superintendent of Education

Date _____

Approved for legal form
Office of General Counsel
Department of Education
by CS 3 15/20/16

ALABAMA MEDICAID AGENCY

Faye S. Baggiano
Faye S. Baggiano, Commissioner
Alabama Medicaid Agency

Date _____

APPROVED:

George G. Wallace
George G. Wallace
Governor of Alabama

Alfred H. Mitchell
A. H. Mitchell
State Finance Director

Approved as to form:

W. D. Butler III

PROVIDER AGREEMENT
BETWEEN
THE ALABAMA MEDICAID AGENCY
AND
ALABAMA STATE DEPARTMENT OF EDUCATION
(Division of Rehabilitation and Crippled Children Service)
AMENDMENT NUMBER 1

WHEREAS, the Alabama Medicaid Agency and the Alabama State Department of Education (Division of Rehabilitation and Crippled Children Service) entered into a provider agreement, effective October 1, 1986, for the provision and payment of certain services to be provided to recipients of the Alabama Medicaid Program; and

WHEREAS, said parties desire to enlarge the services covered by said provider agreement;

NOW, THEREFORE, the parties agree that said contract is amended to include the following provisions:

A. SECTION IV (NONPHYSICIAN SERVICES), paragraph 2 is amended to add as a covered procedure code:

"92581 - Evoked Response Audiometry"

B. SECTION V (REIMBURSEMENT AMOUNTS), paragraph 1 is amended to add at the end:

"92581 -- \$80.00"

This Amendment shall be effective as of December 1, 1987
(Date)

Except as expressly provided herein, said provider contract shall remain in full force and effect as originally executed.

Executed this 14th day of October, 1987.

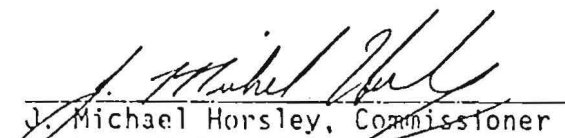
ALABAMA STATE DEPARTMENT OF
EDUCATION

By


Lamona H. Lucas, Director
Division of Rehabilitation and
Crippled Children Service

ALABAMA MEDICAID AGENCY

By


J. Michael Horsley, Commissioner
Alabama Medicaid Agency

TN NO. 87-25 DATE/RECEIPT 11/13/87
SUPERSEDES DATE/APPROVED 12/11/87
TN NO. 81-9 DATE/EFFECTIVE 12/1/87

AMENDMENT NUMBER 1
Page 2

By William J. Rutherford
William J. Rutherford, Director
Division of Administrative
and Financial Services

By Wayne League
Wayne League
State Superintendent of Education

APPROVED AS TO FORM:

Jim R. Spolito, Jr.
Counsel

APPROVED AS TO FORM:

William O. Butler III
Counsel

APPROVED:

Does not require
Finance Director's
signature
G. Robin Swift, Jr.
State Finance Director

Guy Hunt
Guy Hunt
Governor of Alabama

TN NO. 87-25 DATE/RECEIPT 11/13/87
SUPERSEDES DATE/APPROVED 12/11/87
TN NO. 81-9 DATE/EFFECTIVE 12/14/87

CONTRACT NO. 70051

PROVIDER AGREEMENT
BETWEEN
THE ALABAMA MEDICAID AGENCY
AND
ALABAMA STATE DEPARTMENT OF EDUCATION
(Division of Rehabilitation and Crippled Children Service)

Amendment Number 2

WHEREAS, the Alabama Medicaid Agency and the Alabama State Department of Education (Division of Rehabilitation and Crippled Children Service) executed an agreement effective October 1, 1986, and desire to amend the same so as to make it acceptable to federal authorities for providing of services under the Alabama Medicaid Program;

NOW, THEREFORE, the parties hereby agree to the following addition to said written agreement (contract):

"Section IX (Reimbursement Limits)


1. Reimbursement for any services provided hereunder shall not exceed the provider's actual cost.
2. Reimbursement for any services provided hereunder will not exceed the amounts paid for similar services to other providers under the Alabama Medicaid Program."

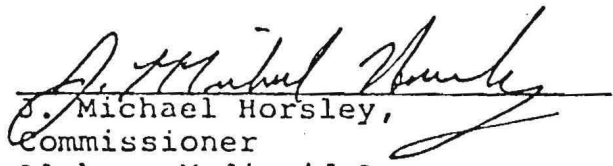
This amendment shall have the same effective date as the original agreement.

Executed November 25, 1987

ALABAMA STATE DEPARTMENT OF
EDUCATION

ALABAMA MEDICAID AGENCY


Lamona H. Lucas, Director
Division of Rehabilitation and
Crippled Children Service


Michael Horsley,
Commissioner
Alabama Medicaid Agency

Date: 1-25-88

TN No. 88-5 DATE/RECEIPT 2/25/88
SUPERSEDES DATE/APPROVED 3/2/88
TN No. DATE/EFFECTIVE 1/1/88

Provider Agreement - Department of Education
Amendment Number 2
Page 2

Contract No. 70051

APPROVED:

William J. Rutherford
William J. Rutherford
Assistant State Superintendent of Education
for Administrative and Financial Services

Guy Hunt
Guy Hunt
Governor of Alabama *HT*

Wayne Teague
Wayne Teague
State Superintendent of Education

Does not require
Finance Director's

G. Robin Swift, Jr.
G. Robin Swift, Jr.
Finance Director

Office of
Department of Education
by WJ

Approved as to form:

William O. Butler III

TN No. 88-5 DATE/RECEIPT 2/25/88
SUPERSEDES DATE/APPROVED 3/2/88
TN No. _____ DATE/EFFECTIVE 1/1/88

CONTRACT NO. 70051

PROVIDER AGREEMENT
BETWEEN
THE ALABAMA MEDICAID AGENCY
AND
ALABAMA STATE DEPARTMENT OF EDUCATION
(Division of Rehabilitation and Crippled Children Service)
AMENDMENT NUMBER 3

WHEREAS, the Alabama Medicaid Agency and the Alabama State Department of Education (Division of Rehabilitation and Crippled Children Service) entered into a provider agreement, effective October 1, 1986, for the provision and payment of certain services to be provided to recipients of the Alabama Medicaid Program; and

WHEREAS, said parties wish to amend the agreement to add Early and Periodic Screening, Diagnosis, and Treatment as a covered service;

NOW, THEREFORE, said parties agree that said agreement is amended effective July 1, 1988, by adding the following:

SECTION X. (EARLY AND PERIODIC SCREENING, DIAGNOSIS, AND TREATMENT SERVICES)

1. Persons eligible for the Early and Periodic Screening, Diagnosis, and Treatment (hereinafter called "EPSDT") Program benefits are those persons under twenty-one (21) years of age, who are certified by the Alabama Medicaid Agency as eligible for Medicaid benefits.

2. Persons requesting screening services must receive the screening examination within one hundred and twenty (120) days from the date the services are requested.

3. Persons referred for further diagnosis and treatment should receive such services within one hundred and twenty (120) days from the date referral services are requested.

4. The SDE/CCS will make any necessary follow-up to assure that eligible children receive EPSDT services provided by this Program.

5. Medicaid will furnish instructions for EPSDT.

6. SDE/CCS agrees to carry out the complete EPSDT examination of eligible persons as prescribed by Medicaid in its EPSDT screening or examination package, the EPSDT instructions, the State regulations and all applicable Federal regulations.

TV No. 88-19 DATE/RECEIPT 10/17/88
SUPERSEDES DATE/APPROVED 4/19/88
TV No. NEW DATE/EFFECTIVE 10/1/88

AMENDMENT NUMBER 3
Page 2

7. SDE/CCS agrees to abide by the Medicaid procedures established for statewide administration of the EPSDT Program.
8. Upon request of SDE/CCS, Medicaid will provide professional consultation in physical assessment, and consultation and technical assistance in solving other problems related to the EPSDT Program.
9. Medicaid will furnish statistical data to SDE/CCS in a form to be determined by Medicaid (for program management purposes).
10. SDE/CCS will submit claims for payment to Medicaid's fiscal agent in accordance with instructions issued by Medicaid and its fiscal agent.
11. The Alabama Medicaid Agency, through its fiscal agent, will reimburse SDE/CCS at the rates established and in use at the time of examination.
12. SDE/CCS shall inform Medicaid-eligible persons that they may receive Medicaid covered services from a provider of their choice.
13. Under no circumstances shall the commitment under this agreement constitute a debt of the State of Alabama, as prohibited by Section 213, Constitution of Alabama of 1901, as amended by Amendment XXVI.
14. The SDE/CCS clinic shall be enrolled under a separate provider number for each clinic site for filing of EPSDT services.
15. This agreement entitles SDE/CCS to submit screening summary claim forms for the following procedure codes, and no others:
 - Z5115 - Initial EPSDT Screening, Normal Findings
 - Z5116 - Initial EPSDT Screening, Abnormal Findings
 - Z5154 - Periodic EPSDT Screening, Normal Findings
 - Z5155 - Periodic EPSDT Screening, Abnormal Findings
 - Z5156 - Nonperiodic EPSDT Screening, Normal Findings
 - Z5157 - Nonperiodic EPSDT Screening, Abnormal Findings
16. Other EPSDT services may be added, by amendment to this agreement, through an interagency agreement for improved EPSDT services.

Except as expressly provided herein, said provider agreement shall remain in full force and effect as originally executed.

Executed this 1st day of July, 1988.

TN NO. 8819 DATE/RECEIPT 10/17/88
SUPERSEDES DATE/APPROVED 4/19/88
FN NO. NEW DATE/EFFECTIVE 10/17/88

PROVIDER AGREEMENT
BETWEEN
THE ALABAMA MEDICAID AGENCY
AND
ALABAMA STATE DEPARTMENT OF EDUCATION
(Division of Rehabilitation and Crippled Children Service)
AMENDMENT NUMBER 4

WHEREAS, the Alabama Medicaid Agency and the Alabama State Department of Education (Division of Rehabilitation and Crippled Children Service) entered into a provider agreement, effective October 1, 1986, for the provision and payment of certain services to be provided to recipients of the Alabama Medicaid Program; and

NOW, THEREFORE, the parties hereby agree to the following amendment to said written agreement (contract):

B. SECTION V (REIMBURSEMENT AMOUNTS), paragraph 1 is amended as follows:

- "NZ2353 - 50 cents per unit"
- "NZ2354 - 10 cents per unit"

This Amendment shall be effective as of July 1, 1988.

Except as expressly provided herein, said provider agreement shall remain in full force and effect as originally executed.

Executed this 15th day of July, 1988.

ALABAMA STATE DEPARTMENT OF
EDUCATION

ALABAMA MEDICAID AGENCY

By Loriona H. Lucas
Loriona H. Lucas, Director
Division of Rehabilitation and
Crippled Children Service

By J. Michael Horsley
J. Michael Horsley, Commissioner
Alabama Medicaid Agency
Does not require
Finance Director's
signature

By William J. Rutherford
William J. Rutherford, Director
Division of Administrative and
Financial Services

G. Robin Swift, Jr.
State Finance Director

By Wayne League
Wayne League
State Superintendent of Education

Guy Hunt
Guy Hunt
Governor of Alabama

APPROVED AS TO FORM:
Approved for legal form
Office of Legal Counsel
Department of Education

APPROVED AS TO FORM:

William O. Butler III

EM NO. 88-21
SUPERVISOR
DATE/RECEIVED
DATE/EXECUTIVE
11/21/88
11/21/88
11/21/88

Contract No: 70051
Amendment No. 5

PROVIDER AGREEMENT
BETWEEN
THE ALABAMA MEDICAID AGENCY
AND
ALABAMA STATE DEPARTMENT OF EDUCATION
(Division of Rehabilitation and Crippled Children Service)

AMENDMENT NUMBER 5

WHEREAS, the Alabama Medicaid Agency and the Alabama State Department of Education (Division of Rehabilitation and Crippled Children Service) entered into a provider agreement, effective October 1, 1986, for the provision and payment of certain services to be provided to recipients of the Alabama Medicaid Program; and

WHEREAS, the above parties, entered into Amendment Number 3 of said agreement on July 1, 1988, to add Early and Periodic Screening, Diagnosis, and Treatment Services;

NOW, THEREFORE, the parties hereby amend Section X, paragraph 3, to said written agreement (contract) as added by Amendment Number 3 as follows:

SECTION X (EARLY AND PERIODIC SCREENING, DIAGNOSIS, AND TREATMENT SERVICES)

"3. Persons referred for further diagnosis and treatment should receive such services within sixty (60) days from the date referral services are requested."

Except as expressly provided herein, said provider agreement shall remain in full force and effect as originally executed.

Executed this 25th day of May, 1989.

ALABAMA STATE DEPARTMENT OF EDUCATION

ALABAMA MEDICAID AGENCY

By Lamona H. Lucas
Lamona H. Lucas, Director
Division of Rehabilitation and
Crippled Children Service

By Carol A. Herrmann
Carol A. Herrmann, Commissioner
Alabama Medicaid Agency

By William J. Rutherford
William J. Rutherford, Assistant
State Superintendent for Admini-
strative and Financial Services

By Guy Hunt
Guy Hunt
Governor of Alabama

By Wayne League
Wayne League
State Superintendent of Education

Does not require
Finance Director's
signature

APPROVED AS TO FORM:

Approved for legal form
Office of General Counsel
Department of Education
by [Signature]

APPROVED AS TO FORM:

By _____
Counsel

By William O. Butler IV
Counsel

TN No. 89-15 DATE/RECEIPT 7/21/89
SUPERSEDES DATE/APPROVED 7/21/89
TN No. NEW DATE/EFFECTIVE 6/30/89

PROVIDER AGREEMENT
BETWEEN
THE ALABAMA MEDICAID AGENCY
AND
ALABAMA STATE DEPARTMENT OF EDUCATION
(Division of Rehabilitation and Crippled Children Service)

AMENDMENT NUMBER 6

WHEREAS, the Alabama Medicaid Agency and the Alabama State Department of Education (Division of Rehabilitation and Crippled Children Service) entered into a provider agreement, effective October 1, 1986, for the provision and payment of certain services to be provided to recipients of the Alabama Medicaid Program; and

WHEREAS, the above parties, entered into Amendment Number 4 of said agreement on July 1, 1988, to amend the reimbursement amounts of procedure codes NZ2343 and NZ2354;

NOW, THEREFORE, the parties hereby amend Section V to said written agreement as amended by Amendment Number 4 as follows:

SECTION V (REIMBURSEMENT AMOUNTS)

"NZ2353 - 75 cents per unit"

This Amendment shall be effective as of April 1, 1989.

Except as expressly provided herein, said provider agreement shall remain in full force and effect as originally executed.

Executed this 25th day of May, 1989.

ALABAMA STATE DEPARTMENT OF EDUCATION

ALABAMA MEDICAID AGENCY

By Lamona H. Lucas
Lamona H. Lucas, Director
Division of Rehabilitation and
Crippled Children Service

By Carol A. Herrmann
Carol A. Herrmann, Commissioner
Alabama Medicaid Agency

By William J. Rutherford
William J. Rutherford, Assistant
State Superintendent for Administrative and Financial Services

By Guy Hunt
Guy Hunt
Governor of Alabama

By Wayne Teague
Wayne Teague
State Superintendent of Education

Does not require
Finance Director's
signature

Approved for legal form
Office of General Counsel
Department of Education
by [Signature]

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By _____
Counsel

By William O. Butler III
Counsel

TN NO. 89-15 DATE/RECEIPT 7/5/89
SUPERSEDES DATE/APPROVED 7/21/89
TN NO. NEW DATE/EFFECTIVE 6/30/89

PROVIDER AGREEMENT
BETWEEN
THE ALABAMA MEDICAID AGENCY
AND
ALABAMA STATE DEPARTMENT OF EDUCATION
(Division of Rehabilitation and Crippled Children Service)

AMENDMENT NUMBER 7

WHEREAS, the Alabama Medicaid Agency and the Alabama State Department of Education, Division of Rehabilitation and Crippled Children Service, hereinafter called (SDE/CCS) entered into a provider agreement, effective October 1, 1986, for the provision and payment of certain services to be provided to recipients of the Alabama Medicaid Program; and

NOW, THEREFORE, the parties hereby amend said written agreement (contract) by adding Amendment Number 7 as follows:

SECTION XI MEDICALLY NECESSARY ORTHODONTIC SERVICES

1. Persons eligible for Medically Necessary Orthodontic Services are those persons eligible for the Early and Periodic Screening, Diagnosis, and Treatment (hereinafter called "EPSDT") Program and who are certified by the Alabama Medicaid Agency as eligible for Medicaid benefits.

2. SDE/CCS must obtain prior authorization from the Alabama Medicaid Agency for all medically necessary orthodontic treatment.

3. SDE/CCS orthodontic clinic health care professional staffing shall include, but not be limited, to the following:

- a. Orthodontist
- b. Dentist (preferably Pedodontist)
- c. Plastic Surgeon
- d. Otolaryngologist
- e. Pediatrician

4. SDE/CCS agrees that orthodontia will be added to the currently covered multidisciplinary team approach for the diagnosis, treatment planning, implementation and follow-up treatment for diagnoses including, but not limited to, the following:

- a. Cleft lip/palate
- b. Velopharyngeal incompetence
- c. Short palate
- d. Submucous cleft
- e. Alveolar notch
- f. Oral-facial anomalies
 1. Apert's syndrome
 2. Crouzon's syndrome

TN No. 89-20 DATE/RECEIPT 9/29/89
SUPERSEDES DATE/APPROVED 10/16/89
TN No. NEW DATE/EFFECTIVE 7/8/89

5. This agreement entitles SDE/CCS to submit claims for the following procedure codes and no others:

- D0110 - Initial Oral Examination
- D0330 - Panoramic Film
- D0340 - Cephalometric Film
- D0470 - Diagnostic Casts
- D0471 - Diagnostic Photographs
- D8650 - Treatment of Atypical or Extended Skeletal Case
- D8750 - Post-treatment Stabilization
- D9240 - Intravenous Sedation
- D9310 - Consultation

6. Medicaid, through its fiscal agent, will reimburse SDE/CCS at the rates established and in use at the time of service.

7. SDE/CCS certifies that the services performed will be by staff members licensed in the state in which the services are rendered and also the providers of orthodontic services will be graduates of a certified and accredited school of orthodontia.

This amendment shall be effective as of July 1, 1989.

Except as expressly provided herein, said provider agreement shall remain in full force and effect as originally executed.

Executed this 9th day of Sept, 1989.

ALABAMA STATE DEPARTMENT OF EDUCATION

ALABAMA MEDICAID AGENCY

By Lamona H. Lucas
Lamona H. Lucas, Director
Division of Rehabilitation and
Crippled Children Service

By Carol A. Herrmann
Carol A. Herrmann, Commissioner
Alabama Medicaid Agency

By William J. Rutherford
William J. Rutherford, Assistant
State Superintendent for Admini-
strative and Financial Services

By Guy Hunt
Guy Hunt
Governor of Alabama

By Wayne Teague
Wayne Teague
State Superintendent of Education

Does not require
Finance Director's
signature

Approved for legal form
Office of General Counsel
Department of Education
by RNM 7/12/89

APPROVED AS TO FORM:

By Rozzy Schmitz
Counsel

TN No. 89-20 DATE/RECEIPT 9/29/89
 SUPERSEDES DATE/APPROVED 10/16/89
 TN No. NEW DATE/EFFECTIVE 7/1/89

AGREEMENT
BETWEEN
MEDICAL SERVICES ADMINISTRATION
and the
STATEWIDE FAMILY PLANNING PROJECT
Alabama Department of Public Health

Attachment 4.16-A

This Agreement supersedes the Agreement between Medical Services Administration and the Statewide Family Planning Project with effective date of October 1, 1975, and all addenda thereto prior to effective date of the here-under Agreement, October 1, 1977.

In accordance with the terms of this agreement, the Statewide Family Planning Project, Alabama Department of Public Health, will provide family planning services, directly or under arrangements with others, to individuals who desire such services and who are eligible under the Alabama State Plan for Medical Assistance under Title XIX of the Social Security Act.

I. GENERAL

- A. **Contraception:** Contraceptive services include any medically approved means furnished or prescribed by or under the supervision of a physician for eligible individuals for purposes of enabling such persons freely to determine the number and spacing of their children, and to prevent the occurrence of unwanted pregnancies.
1. Contraceptive services include:
- a. Gynecological and obstetrical history with previous contraceptive history, age at menarche, date of last normal menstrual period, gravidity, parity, pregnancy outcome, and other gynecological and obstetrical information which might influence the choice of a method of contraception.
 - b. Medical and surgical history with a systemic review of the following systems: cardiovascular, endocrine, hepatic, renal, hematologic, neoplastic, neurologic, psychiatric and previous contraceptive history.
 - c. Laboratory services including hemoglobin or hemocrit, urinalysis, VDRL, Sickle Cell screening, Papanicolaou smear, pregnancy testing and Gonorrhea Culture.
 - d. The female physical examination includes thyroid palpation, breast examinations and teaching self-breast examination; abdominal palpation, complete pelvic examination including the external genitalia, visualization of cervix, and bimanual, and recto-vaginal examination.
 - e. Male physical examination should emphasize the genital and rectal areas.
 - f. Patient education shall include the importance of family planning for the client and her family; basic male and female reproductive anatomy and physiology; information and teaching on all methods of contraception including hormonal oral contraceptive pills, intrauterine devices, diaphragms, foam, jellies, creams, condoms, coitus interruptus, rhythm,

natural family planning, and male or female sterilization. In addition, information on contraceptive methods' safety, potential side effects, effectiveness, alternatives and correct usage of the method chosen will be provided. Educational literature will be distributed to each patient with detailed information on the contraceptive method prescribed.

- g. Patients' informed consent for voluntary acceptance of the family planning program services must be completed and signed (not applicable for sterilization as another form must be completed.)
2. For patients choosing oral contraception who cannot tolerate oral contraceptives furnished by Family Planning clinics, oral contraceptive drugs which are included in the Alabama Drug Code Index may be prescribed for eligible individuals. Physicians may prescribe one month's supply by indicating the unit as 20, 21, or 28; three months' supply by 60, 63, or 84. Six months' supply can be prescribed by prescribing three months' supply and indicating one refill on the prescription.
 3. Drugs for other treatment which may be required are also covered in the Alabama Drug Code Index for Title XIX Medicaid and physicians may prescribe them for Medicaid-eligible individuals.
- B. Sterilization: Appropriate referrals for sterilization shall be made of persons twenty-one (21) or more years of age who are legally competent to give informed consent, and who voluntarily request such services. Non-emergency and non-therapeutic sterilization, including tubal ligation and vasectomy, of eligible individuals is covered under the Alabama Medicaid program subject to restrictions and special requirements of Part 205, Chapter II, Title 45 of the Code of Federal regulations as amended by paragraph 205.35, effective April 18, 1974, and to established policy of the Medical Services Administration. (See Special Alabama Medicaid Information Letters, FP-76-3 and FP-77-1 and Form S-FP-1 (Rev. 7/76) attached.) *CSM*
- C. Infertility Services: Appropriate referrals shall be made of individuals who seek advice concerning infertility. Examinations, counselling, and corrective procedures for infertility problems for eligible individuals are covered under the Alabama Medicaid program.
- D. Counselling and Referral: Appropriate counselling will be provided and/or indicated referrals made of individuals seeking special services, as sterilization services including vasectomies (See I.B), infertility services, other medical problems and abortions where the life of the mother would be endangered if the fetus were carried to term. The use of Federal XIX funds for payment for abortions applies in the following circumstances:
1. Payment may be made for abortions where the attending physician, on the basis of his or her professional judgment, has certified that the abortion is necessary because the life of the mother would be endangered if the fetus were carried to term.
 2. Payment may be made for medical procedures necessary for the termination of an ectopic pregnancy.

3. a. Payment may be made for the treatment of rape or incest victims by the use of drugs or devices to prevent implantation of the fertilized ovum.
 - b. Treatment of rape or incest victims is limited for these purposes to prompt treatment before the fact of pregnancy is established.
 - c. As in all cases, payment may be made for abortions for rape or incest victims where the physician has certified that the life of the mother would be endangered if the fetus were carried to term.
4. Non-therapeutic abortions are not covered services of Alabama Medicaid.
- E. Eligible Individuals: Eligible individuals are those persons of either sex considered to be fertile, including minors who may be sexually active, without regard to marital status who are certified by the Alabama State Department of Pensions and Security to Medical Services Administration as eligible for Medicaid benefits. It is understood that eligibility for Medicaid benefits may be terminated by the Department of Pensions and Security effective at the beginning of any calendar month.
- F. Voluntary Participation: The acceptance by any individual of family planning information or services shall be voluntary, and without any form of duress or coercion applied to gain such acceptance.

STANDARDS

Family Planning services covered by the terms of this Agreement shall be provided in conformity with the Program Guidelines for Project Grants for Family Planning Services under Section 1001, Public Health Service Act.

III. SPECIFIC RESPONSIBILITIES OF THE STATEWIDE FAMILY PLANNING PROJECT

- A. The Family Planning Project will offer medically approved methods for family planning, assist each individual in choosing a contraceptive method, provide follow-up and counselling as necessary to assure effective use of chosen method, and offer alternative methods if indicated.
- B. The Family Planning Project will inform Medicaid-eligible persons of the availability of family planning services through mass media, personal contacts, pamphlets, and inter-agency cooperation.
- C. The Family Planning Project will establish and maintain clinic services during evening hours and on Saturdays as the need arises, and as economically feasible.
- D. The Family Planning Project may assist in providing transportation, particularly in rural areas, for individuals who would otherwise be unable to attend family planning clinics or obtain access to referral services. Project employees may assist in providing transportation for patients in need of this service with reimbursement for mileage paid by the Project.
- E. Family Planning services will be under the medical responsibility and supervision of physicians.

- F. The Family Planning Project shall keep such records as are necessary fully to disclose the extent of services provided to eligible individuals and the costs thereof and will furnish the Medical Services Administration or its duly authorized agents with such information regarding payment of claims as may be required from time to time. All records shall be kept for a period of three years.
- G. The records of the Family Planning Project pertaining to this Agreement shall be subject to inspection and audit by representatives of the Comptroller General of the United States, the Secretary of the Department of Health, Education and Welfare, the Medical Services Administration or its authorized agents, and auditors of the State of Alabama.
- H. The Family Planning Project shall furnish the Medical Services Administration such information as may be required for program evaluation, or to meet reporting requirements of the Department of Health, Education and Welfare, insofar as such information is available to the Family Planning Project.
- I. The Family Planning Project agrees to operate under the provisions of Title VI of the Civil Rights Act of 1964 and the Rehabilitation Act of 1973. Under the provisions of these Acts, any provider of services receiving Federal funds must comply with the intent of these Acts and this means there shall be no discrimination because of race, color, creed, national origin, physical or mental handicap. These Acts also provide for strict compliance and complaint procedures.
- J. The Alabama Statewide Family Planning Project will correct, within ninety (90) days, any significant medical or clinic deficiencies found in the provision of family planning services and reported to Statewide Family Planning Project by the Medicaid representatives. A report will be submitted to Medical Services Administration outlining the corrective measures to be undertaken within 30 days.

IV. REIMBURSEMENT

- A. Medical Services Administration through its fiscal agent will reimburse the Statewide Family Planning Project at a negotiated rate per patient clinic visit for family planning services. Such rate will be based on cost related reasonable charges for services provided and will be renegotiated by the contracting parties as cost experience indicates the need for change in the agreed rate.
- B. Reimbursement will be made by Medical Services Administration only if both of the following conditions are met by the Family Planning Project:
1. The Family Planning Project asks every individual served by the program if he has third party benefits for family planning services; and
 2. The Family Planning Project bills all third party payers for reimbursable family planning services.
- C. Medical Services Administration reserves the right to refuse payment to clinics with reported specific program deficiencies not corrected within ninety (90) days after notice of deficiencies is given to the Statewide Family Planning Project.

V. CLAIMS

Claims will be submitted to Medical Services Administration by computer tape and printout and will include such information as agreed upon by the contracting parties.

VI. MISCELLANEOUS TERMS

- A. This Agreement shall be for an initial term of one (1) year from the effective date hereof and shall continue from year to year thereafter unless cancelled by either party at any time upon written notice to the other party given at least (30) days prior to any termination date.
- B. This Agreement may be amended by written agreement duly executed by the parties. No alterations or variations of the terms of this Agreement shall be valid unless made in writing and duly signed by the parties hereto; no oral understandings or agreements not incorporated here in and no alterations or variations of the terms hereof shall be binding on the parties unless so made in writing. Each such amendment shall specify the date its provisions shall be effective as agreed to by the parties.
- C. All provisions of this Agreement are subject to availability of Medicaid funds.

IN WITNESS WHEREOF, this Agreement has been executed by the Medical Services Administration and the Statewide Family Planning Project by their authorized officers with an effective date of October 1, 1977.

STATEWIDE FAMILY PLANNING PROJECT
Department of Public Health

BY *Robert J. Calkins*
 TITLE *MCH Director*
 DATE *11/29/77*

MEDICAL SERVICES ADMINISTRATION

BY *Henry Daugherty*
 TITLE *Contract Officer*
 DATE *August 29, 1977*

DEPARTMENT OF PUBLIC HEALTH

BY *Ira L. Myers*
 TITLE STATE HEALTH OFFICER
 DATE *11-29-77*

AGREEMENT
BETWEEN
MEDICAL SERVICES ADMINISTRATION
and the
STATEWIDE FAMILY PLANNING PROJECT
Alabama Department of Public Health

Addendum:

It is mutually agreed by Statewide Family Planning Project and Medical Services Administration that the terms and conditions contained in the approved Agreement for family planning services of October 1, 1977, are hereby extended effective October 1, 1980 through September 30, 1981 and shall continue from year to year thereafter, unless cancelled by either party at any time upon written notice to the other party at least thirty (30) days prior to any termination date.

STATEWIDE FAMILY PLANNING PROJECT
Department of Public Health

BY

Robert L. Goldenberg, M.D.
Robert L. Goldenberg, M.D.

TITLE Director of Bureau Maternal and Child Health/Family Planning

DATE

7-21-80

MEDICAL SERVICES ADMINISTRATION

BY

(Mrs.) Harriette M. Worthington
(Mrs.) Harriette M. Worthington

TITLE Director of Program Administration, Provider Enrollment and Prior Authorization

DATE

July 25, 1980

DEPARTMENT OF PUBLIC HEALTH

BY

Ira L. Myers, M.D.
Ira L. Myers, M.D.

TITLE State Health Officer

DATE

July 15, 1980



State of Alabama
Department of Public Health
State Office Building
Montgomery, Alabama 36130



October 17, 1977

IRA L. MYERS, M. D.
STATE HEALTH OFFICER

MEMORANDUM

SUBJECT: General Provisions of Section 504 of the
Rehabilitation Act of 1973

As part of the Rehabilitation Act of 1973 (Public Law 93-112), Congress enacted Section 504. The Department of Health, Education and Welfare (DHEW) has published regulations (Federal Register, Vol. 42, No. 86, dated Wednesday, May 4, 1977) implementing Section 504, effective June 3, 1977. The regulations provide that:

"no otherwise qualified handicapped individual in the United States, as defined in section 7(6), shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

The principles developed under the Civil Rights Act of 1964 and Equal Employment Amendments of 1972 were used as a basis for DHEW's 504 regulations. (Other federal agencies will publish regulations patterned after DHEW's 504 regulations, i.e., Department of Labor, Department of Transportation, Department of Agriculture, etc.).

The procedural provisions applicable to Title VI of the Civil Rights Act of 1964 are applicable to Section 504 of the Rehabilitation Act of 1973. The Department of Health, Education and Welfare will rely on state agencies (i.e., Medicaid, etc.) as it has under Title VI for monitoring compliance by individual providers.

Compliance with the regulations require the following administrative actions:

1. Sign and submit an Assurance of Compliance.
2. Designate at least one person to coordinate its efforts to comply with DHEW regulations.
3. Establish grievance procedures that provide appropriate Due Process (Fair Hearing).
4. Adopt and notify public of its policy of nondiscrimination against the handicapped in such a manner so as to ensure that handicapped persons, i.e., blind, deaf, etc., receive such notice.
5. Establish administrative procedures to be used in implementing regulation requirements.

6. Any program of services must be accessible and provided in such a manner that will:

1. Provide the handicapped an opportunity to receive services provided in a manner that is equal to that of non-handicapped.
2. Provide employment opportunities.

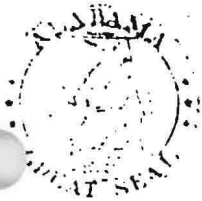
Accessibility is basic to Section 504 and requires the removal of any (structural and nonstructural) barriers to programs. Compliance with this part requires two self-evaluations:

1. Nonstructural Barriers (policies and practices): Subpart A, Section 84.6(c) requires a self-evaluation of current policies and practices for the purpose of modifying existing policies and/or adopting new policies to comply with this part. This will include, but not limited to, the following areas:

- a. Recruiting and employment policies.
- b. Employee benefit programs.
- c. Admitting/acceptance policies.
- d. Internal procedures for communication with persons having impaired hearing or vision.

Structural Barriers (architectural/physical): Subpart C, Section 84.22(a) requires program accessibility in existing facilities. Paragraph B provides certain (alternatives to structural changes) methods for achieving program accessibility. Paragraph C requires that in the event structural changes are necessary to meet requirements of Paragraph A, a transition plan be developed and include the following:

- a. Identify physical obstacles.
- b. Describe methods to be used in removing these obstacles.
- c. Establish time frame (maximum three years).
- d. Indicate person responsible for implementation of the plan.
- e. Seek assistance of handicapped individuals or organizations in developing this plan.
- f. Maintain copy of plan for public inspection.



State of Alabama Medical Services Administration

JACK E. WORTHINGTON
Commissioner

2500 Fairlane Drive
Montgomery, Alabama 36130

ROBERT H. HOLZWORTH, M.D.
Chief of Medical Services

REBECCA B. BEASLEY
Confidential Assistant

JACK W. GWIN
Medical Services Administrator

January 31, 1978

M E M O R A N D U M

TO: MSA Supervisors
FROM: *Jack E. Worthington*
Jack E. Worthington, Commissioner
Medical Assistance
SUBJECT: Affirmative Action Plan

Attached is a copy of MSA's Affirmative Action Plan for you to review and be certain that each employee under your supervision has an opportunity to review same.

In compliance with the Grievance Procedure, the following employees have been selected to serve a one-year term on the Grievance Committee and are being notified of the appointment.

Jim Harris, Chairman
Helen Wylie, Member
Charles Wilbanks, Member
Gloria Brown, Member

Marge Kennedy, Member
Nan Hornady, Member
Greg Morrison, Member

A forum is scheduled for February 3, at 9:00 a.m. in the MSA Conference Room for the purpose of allowing employees to ask questions about or provide input to the Plan.

Your assistance and cooperation in insuring that each MSA employee under your supervision has the opportunity to review the Plan and attend the forum, if the employee so desires, is appreciated.

JEW/JS/pcp

Attachment: Affirmative Action Plan

State of Alabama
Medical Services Administration

2500 Fairlane Drive
Montgomery, Alabama 36130

ROBERT H. HOLZWORTH, M.D.
Chief of Medical Services

JACK W. GWIN
Medical Services Administrator

JACK E. WORTHINGTON
Commissioner

REBECCA B. BEASLEY
Confidential Assistant

January 31, 1978

M E M O R A N D U M

TO: Jim Harris, Chairman
Helen Wylie, Member
Charles Wilbanks, Member
Gloria Brown, Member
Marge Kennedy, Member
Nan Hornady, Member
Greg Morrison, Member

FROM: *Jack E. Worthington*
Jack E. Worthington, Commissioner
Medical Assistance

SUBJECT: MSA Grievance Committee

In compliance with MSA's Affirmative Action Plan, the Grievance Committee has been selected and this will serve as your official notification of appointment to serve a term of one year.

Mr. Jim Harris is appointed to serve as Chairman of the Grievance Committee. Mr. Harris's appointment is also for the length of one year.

A copy of the Affirmative Action Plan along with the Grievance Procedure is attached for your review. The Chairman will schedule an organizational meeting soon.

A question and answer forum is scheduled for 9:00 a.m. on February 3, in the MSA Conference Room. Should you have questions about or input to the Affirmative Action Plan, please attend the forum so the matter can be discussed at that time.

JEW/JS/pcp

Attachment: Affirmative Action Plan

cc: Mr. Jack Gwin

10-1-77



State of Alabama
MEDICAL SERVICES ADMINISTRATION

2500 Fairlane Drive
Montgomery, Alabama 36130

NOTICE TO MEDICAID EMPLOYEES

July 19, 1977

The Rehabilitation Act of 1973 provides that no person shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

It is the policy of the Medical Services Administration, State of Alabama, that the recruiting, employment, and personnel administrative practices will be conducted in compliance with this law.

Jack E. Worthington

Jack E. Worthington, Commissioner
Medical Assistance

Rec'd 10/28/77 OFC-11 # 77-6 Rec'd 10/21/77
A 12/26 eff 10/1/77

78-1
78-1
78-1

ALABAMA MEDICAID REGULATIONS 78-1

Section I - Purpose and Content 78-1

1. Introduction. ALABAMA MEDICAID REGULATIONS 78-1 supersedes Alabama Medicaid Letters 77-1 and 77-2, which should be destroyed. This edition composed of fifteen (15) sections, is being distributed to County Departments of Pensions and Security, Social Security Administration Offices, MSA Eligibility Section District Offices, and to all groups enumerated in paragraph 3, Format for Alabama Medicaid Regulations. Subsequent regulations which may alter or cancel data contained in these regulations will be designed to refer to specific paragraphs herein. They will be identified so that they may be placed in the appropriate section of the series; however, distribution will be limited to groups having a specific interest in the subject matter. Recipients of the ALABAMA MEDICAID REGULATIONS are urged to maintain them in a loose-leaf book so that they may be readily available for reference.
2. Purpose. The ALABAMA MEDICAID REGULATIONS series will be both informative and directive. Content may explain and/or expand other documents such as the Alabama Medicaid Plan, Contracts, and Agreements. They, along with Special Alabama Medicaid Information Regulations, may also pass on information received from Federal and State governmental agencies and report Medicaid contracts or actions which are of interest to the providers of medical services.
3. Format for Alabama Medicaid Regulations.

<u>Section</u>	<u>Pertaining To</u>	<u>Serial Number</u>	<u>Distribution</u>
I	Purpose and Content	78-	All Recipients of Alabama Medicaid Regulations
II	General & Miscellaneous	78-	All Recipients of Alabama Medicaid Regulations
III	Physicians	78-	Physicians & Association
IV	Long Term Care	78-	Skilled Nursing & Intermediate Care Homes & Association
V	Pharmaceutical Services	78-	Pharmacies & Association
VI	Eye Care Services	78-	Ophthalmologists, Optometrists, Opticians and Providers of Eyeglasses
VII	Home Health Care	78-	Home Health Care Agencies
VIII	Screening, Diagnosis & Treatment for Individuals Under Twenty-One (21)	78-	Special list & County Health Departments
IX	Hospitals	78-	Hospitals & Association
X	Dental Services	78-	Special list, County Health Departments & Dentists
XI	Hearing Aids	78-	Special list, County Health Departments & Approved Providers.

XII	Family Planning		, County Health Services & Statewide Family Planning Project
XIII	Transportation Services	78-	Transportation Providers
XIV	Third Party Determinations	78-	All Recipients of Alabama Medicaid Regulations
XV	Laboratory and X-Ray	78-	Physicians, Laboratories, Hospitals

4. The Title XIX (Medicaid) Plan for Alabama is the basic document for the Medicaid Program. It will be revised from time to time. It is expected that each revision will completely supersede the specific items in the prior plan because the plan must have received the approval of higher authority before being placed in force. The plan will be given a limited distribution, and persons not receiving copies may always see a copy at the offices of the Medical Services Administration, 2500 Fairlane Drive, Montgomery, Alabama 36130.
5. Federal and State Law Applicable to Medicaid. Reference should be made to the State Plan for details. Title XIX of the Social Security Act is the basic law establishing the Medicaid Program. Executive Order Number 51, dated June 16, 1977, signed by the Governor of the State of Alabama designates the Governor's Office as the single State agency to develop and administer the Medicaid Program in the State.
6. Management Agencies of the Program.
 - a. The Medical Services Administration (MSA) is the operational unit for the Medicaid Program. All major policy decisions are approved by the Governor's Office.
 - b. Agencies responsible for determining Medicaid eligibility are the Department of Pensions and Security, the Social Security Administration, and District Offices of Medical Services Administration. The names of eligible individuals and other pertinent data are certified to Medical Services Administration which makes the information available to the fiscal intermediaries to be used in connection with the payment of claims. Areas of responsibility for Medicaid eligibility determination are shown below:
 - (1) Social Security Administration
 - (a) This Federal agency is responsible for the Supplemental Security Income (SSI) Program which is for the aged, blind and disabled. When that agency determines a person to be eligible for SSI, the individual is automatically eligible for Medicaid. Questions about eligibility for the SSI program should be referred to the nearest Social Security Administration Office.
 - (b) SSI eligibles will receive a Medicaid number consisting of thirteen (13) digits beginning with "000." The first twelve (12) digits are located at the top of the white, paper Medicaid Eligibility Card on the line designated "Medicaid Number"; the thirteenth digit is located in the "SUFFIX" column across from

MEDICAID MONTHLY ELIGIBILITY CARD

Month which person is eligible

Name

Address of Adult

District Office Number

Sex

Month & Year of Birth

Identification Number

First 12 Digits of Medicaid Number

Last Digit of Medicaid Number

ALABAMA MEDICAID ELIGIBILITY CARD

VALID FOR MONTH OF: March, 1977

MAYMIE DOE
1328 OAK ST
BIRMINGHAM ALA 35203

MEDICAID NUMBER MUST INCLUDE SUFFIX 0 00 423260479

SEX	BIRTH	ELIGIBLE PERSONS	SUFFIX
F	5-07	MAYMIE DOE	6

MEDICARE NO. 423260479A

PAYMENT OF CLAIMS SUBJECT TO AVAILABILITY OF STATE AND FEDERAL FUNDS.

Medicaid MAY (if you are eligible) be able to pay for medical services rendered during the three-month period prior to your application. Have providers send UNPAID claims to Medicaid fiscal agent.

FOR MEDICAID SERVICES, PATIENT MUST PRESENT THIS CARD together with a Medicaid Identification Card or other proper identification. Medicaid claims must show all 13 digits of the Medicaid number.

Please READ statement on reverse side FOR YOUR PROTECTION AGAINST any violation of state and federal laws on FRAUD.

Indicate Medicaid paying Medicare B premium

Figure 1

Month which person is eligible

Name

Address of Adult

Sex

Month & Year of Birth

Identification Number

First 10 Digits of Medicaid Number

Last Three Digits of Medicaid Number

ALABAMA MEDICAID ELIGIBILITY CARD

VALID FOR MONTH OF: March, 1977

JOHN P DOE
1328 OAK ST
BIRMINGHAM ALA 35203

MEDICAID NUMBER MUST INCLUDE SUFFIX 3 37 0145820

SEX	BIRTH	ELIGIBLE PERSONS	SUFFIX
M	01-41	JOHN P DOE	01 3
F	10-43	MARY J DOE	02 4
M	04-68	JAMES H DOE	11 6
F	12-72	SUSAN DOE	12 1

PAYMENT OF CLAIMS SUBJECT TO AVAILABILITY OF STATE AND FEDERAL FUNDS.

Medicaid MAY (if you are eligible) be able to pay for medical services rendered during the three-month period prior to your application. Have providers send UNPAID claims to Medicaid fiscal agent.

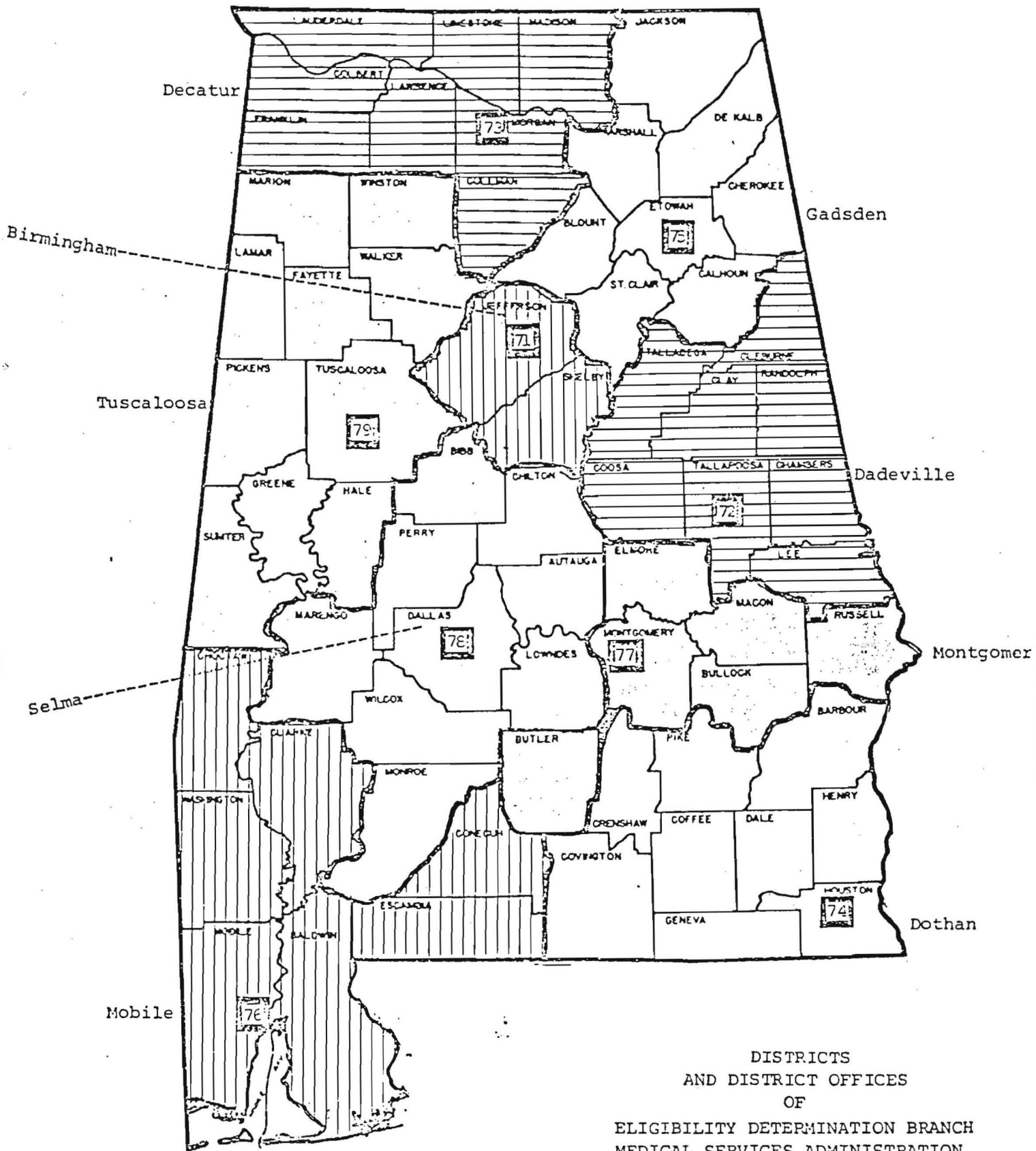
FOR MEDICAID SERVICES, PATIENT MUST PRESENT THIS CARD together with a Medicaid Identification Card or other proper identification. Medicaid claims must show all 13 digits of the Medicaid number.

Please READ statement on reverse side FOR YOUR PROTECTION AGAINST any violation of state and federal laws on FRAUD.

Rec'd 10/6/77 77-6 10/24

A. S. [Signature] 10/1/77

Figure 2



DISTRICTS
AND DISTRICT OFFICES
OF
ELIGIBILITY DETERMINATION BRANCH
MEDICAL SERVICES ADMINISTRATION

Rec'd 10/28/77 77-6 dated 10/21/77

By A. S. [unclear] 10/1/77

name of the eligible person. See Figure 1 on Page I-3, "Medicaid Monthly Eligibility Card."

(2) The Department of Pensions and Security

(a) The Department of Pensions and Security is responsible for making Medicaid eligibility determinations for certain authorized groups not eligible for SSI. Eligibility for groups services by the Department of Pensions and Security will be made in the County Departments.

(b) Persons in the groups mentioned below will have the same type of thirteen-digit Medicaid Identification Number in effect prior to January 1, 1974. The first ten (10) digits will appear on the white, paper Medicaid Eligibility Card in the space designated "MEDICAID NUMBER;" the last three (3) digits are located in the "SUFFIX" column following the recipient's name. See Figure 2 on Page I-3, "Medicaid Monthly Eligibility Card."

1 Individuals eligible for Aid to Families with Dependent Children.

2 All persons between eighteen (18) and twenty-one (21) years of age who would be eligible for Aid to Families with Dependent Children except for age and school attendance or failure to register for the Work Incentive Program.

3 All individuals who are eligible, under standards in effect in August 1972, to receive cash assistance under a State public assistance program, except for an increase in income resulting solely from the twenty (20) percent increase in Social Security monthly benefits enacted under Public Law 92-336. These individuals will remain eligible if they continue to meet those standards except for the twenty (20) percent increase in income.

4 Those persons not eligible for Supplemental Security Income who, on December 31, 1973, were in a medical institution, as long as there is a continuing need for the care for the condition for which they were institutionalized and as long as they continue to receive a money payment and meet the standards for financial assistance under an approved State Plan that were in effect on December 31, 1973.

(3) Medical Services Administration, Eligibility Determination Branch, District Offices - Persons in this group have a Medicaid number identical to that of an SSI recipient except that the agency code shown on the Medicaid card has the district office number in the block labeled "Agency Code" (see Page I-3).

Rec'd 10/28/77 77-6 10/21

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Observed by _____

- (a) Individuals who would be eligible for Supplemental Security Income except for the fact that they are residents of a medical institution for a minimum of thirty (30) consecutive days and have an income of forty-five dollars (\$45.00) or more but not to exceed three hundred thirty-six dollars (\$336.00) per month. (In reality most people with income not in excess of three hundred fifty-six dollars (\$356.00) would be eligible because most people are entitled to a twenty dollar (\$20.00) general income exclusion.)
- (b) Three-months-prior-to-application for persons on SSI.
- (c) All blind, disabled, and aged who are not eligible for Supplemental Security Income who receive a State Supplement from the Department of Pensions and Security under standards of an approved State Plan in effect on December 31, 1973, AND who meet the SSI resource criteria as determined by the District Office.
- (d) All individuals who were eligible for SSI on July, 1977, except for the Social Security cost-of-living increase are certified eligible for Medicaid if they continue to meet SSI standards except for the Social Security cost-of-living increase.
- (e) Those persons in a nursing home not eligible for Supplemental Security Income and no longer entitled to a DPS money payment, who, on December 31, 1973, were eligible for aid through the Department of Pensions and Security and have continued to meet all December 31, 1973, eligibility criteria have been Grandfathered and, effective January 1, 1978, will be serviced by District Offices.

c. The Bureau of Licensure and Certification of the Department of Public Health is responsible for licensing hospitals, skilled nursing facilities, intermediate care facilities and other health facilities. This Bureau also certifies certain of these and other health facilities for participation in the Medicaid Program.

7. Fiscal Intermediary. The State agency for administering the Medicaid Program has entered into a contract with Blue Cross and Blue Shield of Alabama, 930 South 20th Street, Birmingham, Alabama 35298, to pay all claims for medical care and services authorized under the Plan.

8. Claims Communication. Providers having questions about their Explanation of Payment, remittance check, or other reimbursement problem should contact the Fiscal Intermediary in writing or by telephone.

a. Providers in the Birmingham area should telephone 252-9541. All other providers should use the toll-free number 1-800-292-4015, Extension 400.

Rec'd 10/28/77 27-6
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- b. Questions relating to specific claims, adjustments, or refund activity should be recorded on a Medicaid Claim Inquiry Form (MCD-27). This form should be forwarded to Blue Cross and Blue Shield of Alabama, Medicaid Department, 930 South 20th Street, Birmingham, Alabama 35298.
9. Compliance with Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973. In accordance with Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, no individual shall, on the ground of race, color, national origin, sex, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance. It is the policy of Medical Services Administration to comply with the Civil Rights Laws and full cooperation from all providers is expected in the provision of Medicaid services. Complaints should be directed to the Commissioner, Medical Assistance, 2500 Fairlane Drive, Montgomery, Alabama 36130.

Jack E. Worthington
Jack E. Worthington, Commissioner
Medical Assistance

Rec'd 10/28/77
R.S. ASH/78
77-6
10/21/77
4/11/77

AGREEMENT
Between
MEDICAL SERVICES ADMINISTRATION
And
BUREAU OF MATERNAL AND CHILD HEALTH
ALABAMA DEPARTMENT OF PUBLIC HEALTH

In accordance with the terms of this Agreement, the Bureau of Maternal and Child Health, Alabama Department of Public Health, will provide prenatal care through appropriate county health departments or Title V agencies to persons who seek such services and who are eligible for Medicaid benefits under the Alabama State Plan for Medical Assistance, Title XIX of the Social Security Act.

I. Eligibility

1. Eligible individuals are those persons who are certified by Medical Services Administration as eligible for Medicaid benefits. It is understood that eligibility for Medicaid benefits may be terminated at the end of any calendar month.
2. It is incumbent upon the county health departments or Title V agencies to check a person's Medicaid eligibility at the time of each visit for prenatal care. It is understood that if a person is not eligible for Medicaid benefits at the time a service is rendered, payment will not be made by Medical Services Administration for any service provided on that visit.

II. Claims

Claims will be submitted at timely intervals (within 90 days) and in a format specified by Medical Services Administration, by the county health department or Title V agency providing the service directly to the designated fiscal intermediary. In the event of failure to submit claims within 90 days, a letter of justification must accompany the claim.

III. Arrangements for the Provision of Services

The Bureau of Maternal and Child Health will, through written agreements, sub-contract with county health departments or Title V agencies to provide prenatal care to Medicaid eligible persons. All such agreements will cover at least the following items, and will be subject to approval by Medical Services Administration.

1. Prenatal care will be provided by or under the supervision of a physician.
2. The county health department or Title V agency will have specific arrangements for referral of complicated cases that cannot be adequately handled by the county health department or Title V Agency to hospitals, medical facilities, or private physicians. Applicable portions of patient's records will be available upon request by referred agency if needed.
3. The county health department or Title V agency will have arrangements for referral of patients for delivery to the nearest professionally qualified and equipped hospital of patient's and physician's choice to render care for referral diagnosis. Patient's desire must be considered, but must fit guidelines of the nearest hospital designation. Patient's record will be transferred to the hospital to which the patient is referred.

- 4. The county health department or Title V agency will provide post partum checkups of post partum patients and make appropriate referrals for follow-up on any medical problems identified.

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IV. Arrangements for Reimbursement

Medical Services Administration (MSA) through its fiscal agent, will reimburse the Bureau of Maternal and Child Health on a per visit rate, of \$10.00.

- 1. Reimbursement will be made by Medical Services Administration only if both of the following conditions are met by each of the sub-contracting county health departments or Title V agencies:

- A. Each individual served under the prenatal and post partum care program is asked if she has third party benefits for maternity services; and
- B. All third party payers must be identified for reimbursable maternity services.

- 2. Payment to other Medicaid providers (physician) by Medical Services Administration is as follows:

the rate of payment per visit will be the reasonable and customary physician's charge, or the prevailing rate in the area, whichever is applicable. Prenatal services paid to clinics cannot be included in the delivery fee.

- A. Each individual served under the prenatal and post-partum care program shall be asked if she has third party benefits for maternity services; and

B. All third party payers must be identified on the claim form for reimbursable maternity services..

V. Arrangements for Freedom of Choice

Each sub-contracting county health department or Title V agency shall agree to inform Medicaid eligible persons that they may receive this service from a private physician of their choice under the Medicaid Program. The fact that such information was given will be documented in the Medicaid patient's medical file.

VI. Other Provisions of this Agreement

The Bureau of Maternal and Child Health agrees that each sub-contracting county health department or Title V agency shall be required to:

1. Keep such records as are necessary to fully disclose the extent of services provided to eligible individuals and furnish the Medical Services Administration or its duly authorized agents with such information regarding payments claimed as may be required from time to time. All records shall be kept for a period of at least three years plus one month, following the last day of the fiscal year in which services were rendered unless a prior release date is authorized by Medical Services Administration.
2. Allow free access by duly authorized representatives of the State of Alabama, and Department of Health, Education, and Welfare (HEW), to its records pertinent to the Alabama Medicaid Program.
3. Inform all physicians to whom patients are referred for delivery that Medicaid will pay only for services rendered in connection

with the delivery itself, and that no payment will be made for prenatal or routine post partum checkups.

Comply with the Civil Rights Act of 1964, and with Section 504 of the Rehabilitation Act of 1973, in the execution of the provisions under this Agreement

Effective October 1, 1980

II. In accordance with the terms of the approved agreement between the Bureau of Maternal and Child Health/Family Planning and Medical Services Administration, the Alabama Department of Public Health, shall continue to provide prenatal care through appropriate county health departments or Title V agencies to persons who seek such services and who are eligible for Medicaid benefits under Alabama State Plan for Medical Assistance, Title XIX of the Social Security Act.

It is mutually agreed by the Bureau of Maternal and Child Health/Family Planning and Medical Services Administration that all terms and conditions contained in the approved master contract for prenatal services be extended effective October 1, 1980 through September 30, 1981, and shall continue from year to year, thereafter, unless cancelled by either party at any time upon written notice to the other party at least thirty (30) days prior to any termination date.

III. Amendment of this Agreement

The Agreement may be amended by written agreement duly executed by Medical Services Administration and the Bureau of Maternal and Child Health. It is mutually agreed that no alteration or variation of the terms of this Agreement shall be valid unless made in writing and duly signed by the parties hereto, and it is further agreed that no oral understanding or agreements not incorporated herein and alteration or variation of the terms hereof shall be binding on any of the parties hereto unless so made in writing between the parties. In addition, every such amendment shall specify the date its provisions shall be effective as agreed to by the parties.

IX. All provisions of this Agreement are subject to availability of Medical Services Administration funds (State and Federal) for the Medicaid Program

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on this 5th day of August, 1980.

BUREAU OF MATERNAL AND CHILD HEALTH/
FAMILY PLANNING
ALABAMA DEPARTMENT OF PUBLIC HEALTH

MEDICAL SERVICES ADMINISTRATION
AN AGENCY OF THE STATE OF ALABAMA

By: Robert L. Goldenberg

By: [Signature]

Title: Director, Bureau of Maternal and Child Health/Family Planning

Date: 8/4/80

Date: 7/24/80

APPROVED:

APPROVED:

Ira L. Myers

Ira L. Myers, M.D. / Health Officer

Date: July-28, 1980

[Signature]

Finance Director
State of Alabama

Date: _____

APPROVED:

[Signature]

Honorable Fob James, Governor
State of Alabama

Date: _____

LEGAL DIVISION
Department of Finance

Approved by [Signature]