

**AGREEMENT FOR ADVANCE OF PAYMENT
BETWEEN THE OHIO DEPARTMENT OF MEDICAID
AND**

Provider Name: _____

Provider Address: _____

Medicaid Billing Number: _____

RECITALS:

This Agreement is entered into between the Ohio Department of Medicaid (ODM) and the Behavioral Health Provider listed above (PROVIDER).

- A. Provider, by signing this agreement, has indicated that it is not prepared to bill claims beginning in January 2018 in accordance with the new behavioral health redesign coding requirements.
- B. ODM, in an effort to assist the Provider during the transition to billing under the new requirements, agrees to provide advanced payment, as detailed below, to the Provider in lieu of processing claims through the Medicaid Information Technology System (MITS).
- C. This Agreement will be effective only if Provider submits an executed copy of this agreement by Monday, January 15, 2018. Any agreements received by ODM after 5:00 pm on Monday, January 15, 2018, shall not be executed by the Director and ODM shall not be bound by this Agreement.

ARTICLE I. OBLIGATIONS OF THE PARTIES

- A. Provider attests by signing this agreement that it is not prepared to bill claims beginning in January 2018 in accordance with the new behavioral health redesign coding requirements.
- B. ODM shall complete a data analysis of provider types 84 and 95 for the 2016 calendar year (CY) claims payments to calculate each provider's average monthly Provider payment.
- C. ODM, using state funds, will advance the Provider 27.3 percent of its average CY16 monthly reimbursement (Advance Payment) based on ODM's data analysis. ODM shall initiate the payment through MITS.
- D. ODM shall make the Advance Payment on a monthly basis for the months of January, February, and March or until the date provided in Paragraph A of this Section, whichever is earlier.
- E. Provider agrees that ODM shall terminate Advance Payments upon Provider's submission of any claims through MITS.
- F. The Parties agree that any Advance Payments made to Provider will be recovered by ODM through an offset process or a remittance process if the offset fails to make ODM whole. ODM shall offset the total advance payment amounts from the Provider's claims submissions through MITS. ODM will continue to offset the remaining balance until ODM is made whole for the Advance Payment. In the event that the claims submissions are not sufficient to fully offset the total Advance Payment by June 30, 2018, Provider agrees to remit payment to ODM as directed by ODM.
- G. The Provider agrees that any obligations under this Agreement are not subject to any hearing rights under Ohio Revised Code §119 and specifically waives any rights hereunder.

ARTICLE II. EFFECTIVE DATE OF THE AGREEMENT

This Agreement is in effect upon execution by the Director of ODM through June 30, 2018.

ARTICLE III. TERMINATION

- A. This Agreement will automatically terminate upon expiration of the time period in ARTICLE III or once ODM has been made whole for any Advance Payment made to Provider.
- B. Notwithstanding the provision of Section A, above, ODM may terminate this Agreement immediately upon delivery of a written notice to PROVIDER if ODM discovers any illegal conduct by PROVIDER, or if ODM determines Provider has acted in bad faith under this Agreement.

ARTICLE IV. AMENDMENT AND ASSIGNMENT

- A. This writing constitutes the entire agreement between ODM and PROVIDER with respect to all matters herein. Only a writing signed by both parties may amend this Agreement. However, ODM and PROVIDER agree that any amendments to any laws or regulations cited herein will result in the correlative modification of this Agreement without the necessity for executing written amendments. Any written amendment to this Agreement will be prospective in nature.
- B. PROVIDER agrees not to assign any interest in this Agreement nor transfer any interest in the Agreement without the prior written approval of ODM. PROVIDER will submit any requests for approval of assignments and transfers to the ODM at least ten business days prior to the desired effective date. PROVIDER understands that any assignments and transfers will be subject to any conditions ODM deems necessary and that no approval by ODM will be deemed to provide for any ODM obligation that exceeds the Payment Advance amount as specified in ARTICLE I of this Agreement.

ARTICLE V. CONSTRUCTION

- A. This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Agreement impossible.
- B. This Agreement may be executed in one, or more than one counterpart, and each executed counterpart shall be considered an original, provided that such counterpart is delivered to the other party by facsimile, mail courier or electronic mail, all of which together shall constitute one and the same Agreement.

Signature Page Follows:

Remainder of page intentionally left blank

**OHIO DEPARTMENT OF MEDICAID
AGREEMENT FOR ADVANCE OF PAYMENT**

SIGNATURE PAGE

Any person executing this AGREEMENT in a representative capacity hereby represents that he or she is authorized to execute this AGREEMENT.

I, _____, am an authorized representative of Provider. To the best of my knowledge and belief, under penalty of perjury, I attest that Provider agrees to be bound by the terms and conditions of this Agreement.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE OHIO DEPARTMENT OF MEDICAID.

Provider Name:

Ohio Department of Medicaid

Authorized Signature ([Blue Ink Please](#))

Barbara R. Sears, Director

Printed Name

Date

Date

50 West Town Street
Columbus, Ohio 43215