

AGREEMENT FOR ADVANCE OF PAYMENT BETWEEN

CareSource

(MEDICAID MANAGED CARE PLAN)

AND

Provider Name: _____

Provider Address: _____

Payment Remit Address: _____

7-digit Medicaid Billing Number(s): _____

National Provider Identifier(s): _____

Tax Identification Number: _____

Email Address: _____

RECITALS:

This Agreement for Advance of Payment ("Agreement") is entered into between the Medicaid Managed Care Plan listed above (hereafter referred to as the "Plan") and the Behavioral Health Provider listed above ("Provider"). The Plan and Provider may be collectively referred to as the "Parties."

- A. Provider acknowledges by signing this Agreement that it needs time beyond July 1, 2018 to transition to managed care billing through behavioral health integration.
- B. The Plan, in an effort to assist the Provider during the integration process, agrees to provide Advanced Payment, as detailed below.

ARTICLE I. OBLIGATIONS OF THE PARTIES

- A. This Agreement will be effective only if Provider submits an executed copy of this agreement by Monday, July 16, 2018. Any agreements received by the Plan after 5:00 pm on Monday, July 16, 2018, shall not be executed and the Plan shall not be bound by this Agreement.
- B. Utilizing the Ohio Department of Medicaid ("ODM") shall complete a data analysis of provider types 84 and 95 for the 2016 calendar year (CY) claims payments by Provider using Provider's seven-digit Medicaid billing number and Provider's current client Medicaid managed care enrollment (excluding any MyCare Ohio members).
- C. The Plan will advance the Provider its share of 80 percent of the Provider's average CY16 monthly reimbursement ("Advance Payment") apportioned for the Plan's respective client enrollment, based on ODM's data analysis. The Plan shall initiate the monthly Advance Payment through its payment systems.

- D. The Plan shall make the Advance Payment on a monthly basis for the months of July and August (which shall be a single combined payment), September through December (which shall be paid separately) 2018, subject to paragraph E of this Article. Provider shall be under a continuing duty to make good faith efforts to submit clean claims to Plan beginning July 1, 2018, and shall begin testing no later than August 1, 2018. Plan agrees to pay any claims submitted in a given month which exceed the 80 percent threshold per industry standard processes and protocols.
- E. Claims submitted July 1 – December 31, 2018 will be encountered and Provider will receive zero paid remittance advice.
- F. The Plan shall perform a financial reconciliation of all Advanced Payments and claims submitted by Provider from July 1 – December 31, 2018 in Q1 2019 and offset the total advance payment amounts from the Provider's claims submissions beginning April 1, 2019 through December 31, 2019 in equal monthly installments until the Plan 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 December 31, 2019, Provider agrees to remit a refund payment to the Plan as directed by the Plan. The Plan will perform a final financial reconciliation of all Advance Payments and claims submitted by the Provider on or about January 2020. Provider will remit a refund of any Advance Payment amount still owing Plan within thirty (30) days of Provider's receipt of Plan's request to refund.
- G. By entering into this Agreement, the Parties attest that they have a contractual relationship in place or are negotiating in good faith to enter a contractual relationship. If the Provider currently does not have a contract with the Plan or is in the process of entering into a contract, the Plan may require the completion of additional documents by the Provider prior to receiving Advance Payments.
- H. If required by the Plan, the Provider may be asked to participate in claims testing with the Plan as part of this agreement.

ARTICLE II. EFFECTIVE DATE OF THE AGREEMENT

- A. This Agreement is in effect upon execution by the authorized signatory of the Plan and behavioral health services are integrated into Medicaid managed care.

ARTICLE III. HOLD HARMLESS

- A. Provider agrees that in no event, including but not limited to non-payment by Plan, Plan's insolvency, or breach of this Agreement, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a Covered Person or person acting on the Covered Person's behalf, other than the Plan, for Covered Services provided under this Agreement. This provision survives termination or expiration of this Agreement for any reason, will be constructed for the benefit of Covered Persons, and supersedes any oral or written agreement entered into between Provider and a Covered Person.

ARTICLE IV. TERMINATION

- A. This Agreement will automatically terminate February 1, 2020 or at such time as the Plan has been made whole for any and all Advance Payment made to the Provider, whichever is later.
- B. Notwithstanding the provision of Section A, above, the Plan may terminate this Agreement immediately upon delivery of a written notice to the Provider if the Plan discovers any illegal conduct by the Provider, or if the Plan determines Provider has acted in bad faith under this Agreement. In the event of such termination, Provider's obligation to repay Plan fully for any and all Advance Payments shall survive this Agreement.

ARTICLE V. AMENDMENT AND ASSIGNMENT

- A. This writing constitutes the entire agreement between the Plan and the Provider with respect to all matters herein. Only a writing signed by both Parties may amend this Agreement. However, the Plan and the 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. The Provider agrees not to assign any interest in this Agreement nor transfer any interest in the Agreement without the prior written approval of the Plan. The Provider will submit any requests for approval of assignments and transfers to the Plan at least ten business days prior to the desired effective date. The Provider understands that any assignments and transfers will be subject to any conditions the Plan deems necessary and that no approval by the Plan will be deemed to provide for any Plan obligation that exceeds the Advance Payment amount as specified in ARTICLE I of this Agreement.

ARTICLE VI. 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. Each Party is prohibited from disclosing to a third party the substance of this Agreement, or any information of a confidential nature acquired from the other Party during the course of this Agreement, except to agents of such Party as necessary for such Party's performance under this Agreement, or as required by a Plan Contract or applicable Regulatory Requirements. Provider acknowledges and agrees that all information relating to Plan's programs, policies, protocols and procedures is proprietary information and Provider shall not disclose such information to any person or entity without Plan's express written consent.
- C. 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.
- D. Any provision of the managed care agreement between Provider and Plan that is applicable to the processes described in this Agreement but not otherwise addressed herein shall be considered to be part of this Agreement.

Signature Page Follows:

Remainder of page intentionally left blank

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 AUTHORIZED SIGNATORY OF THE PLAN.

Provider Name:

Plan:

CareSource

Authorized Signature (Blue Ink Please)

Authorized Signature

Printed Name

James J Peters, VP, OH Network Operations

Printed Name

Date

Date