

AGREEMENT FOR MOLINA'S ENHANCED ADVANCE OF PAYMENT

BETWEEN

MOLINA HEALTHCARE OF OHIO, INC.
(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 Molina's Enhanced Advance of Payment ("Agreement") is entered into between Molina Healthcare of Ohio, Inc. (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.
- C. The Parties agree that the Agreement for Advance of Payment previously signed by the parties must be completed and submitted within the required timeframes to ensure Ohio Department of Medicaid's awareness of Provider's participating in the Advance of Payment program, however; the terms and conditions of the Agreement for Advance of Payment will be replaced by the terms and conditions of this Agreement for Molina's Enhanced Advance of Payment.

ARTICLE I. OBLIGATIONS OF THE PARTIES

- A. Provider is eligible for participation in this Agreement only if the Agreement for Advance of Payment is submitted to the Plan 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 and Provider will not be eligible for any advance of payment.
- B. In the event Provider submits the Agreement for Advance of Payment within the timeframe described above, Provider will be eligible to participate in this Molina's Enhanced Advance of Payment Agreement only if this Agreement is submitted to the Plan **by Monday, July 23, 2018.** If this Agreement is received by the Plan after 5:00 pm on Monday, July 23, 2018, this

Agreement shall not be executed by the Plan and Provider will not be eligible for Molina's Enhanced Advance of Payment Agreement.

- C. 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 made to Provider by using Provider's seven-digit Medicaid billing number and Provider's current client Medicaid managed care enrollment (excluding any MyCare Ohio members).
- D. The Plan will advance the Provider its share of eighty percent (80.0%) 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 Advance Payment to Provider.
- E. 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, October, November and December (which shall be paid separately) 2018, subject to paragraph F 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.
- F. The Parties agree that any Advance Payments made to the Provider will be recovered by the Plan through an offset process, beginning in July 2018, or a refund process if the offset fails to make the Plan whole. The Plan shall offset the total Advance Payment amounts from the Provider's claims submissions beginning in July 2018. The Plan will continue to offset the remaining balance 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 financial reconciliation of all Advance Payments and claims submitted by the Provider by **December 31, 2019**. Provider will remit a refund of any Advance Payment amount still owing Health 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 at such time as the Plan has been made whole for any and all Advance Payment made to the Provider.
- B. Notwithstanding the provision of Section A in this Article IV, 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:

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:

Molina Healthcare of Ohio, Inc.

Authorized Signature (Blue Ink Please)

Authorized Signature

Printed Name

Printed Name

Date

Date