

PROVIDER AGREEMENT
BY AND BETWEEN
THE OHIO DEPARTMENT OF HEALTH
AND

(“ Provider”), in consideration of the mutual promises hereinafter expressed in this Provider Agreement (PA) and intending to be legally bound, agree as follows:

1. The provider agrees to the following:
 - a. To participate as a service provider in Ohio’s Ryan White Part B Program (the “program”) under the terms, requirements, and conditions specified in rule 3701-44-06 of the Ohio Administrative Code (OAC) and any other applicable rules in Chapter 3701-44 of the OAC, as the rules currently exist or as are amended. These rules may be reviewed on line at <http://www.odh.ohio.gov/rules/final/f3701-44.aspx>. The rules are incorporated by reference into this PA. These rules apply to the establishment of Ohio’s Ryan White Plan. Reimbursement will be made under the Program only for services that are previously authorized by the Director or a community-based HIV case manager or his or her designee, as appropriate. Preauthorization will occur when the provider has received notification from the Director or authorized case manager that services needed to be rendered will be covered by Part B funds. The list of community-based case management agencies that authorize Part B (formerly Title II) funds for services is attached to this PA. The provider agrees to accept the usual, customary and reasonable rate (UCR) as established for the CPT code and zip code of the provider as set forth by the Third-Party Administrator (TPA) as payment in full. The provider agrees not to seek additional reimbursement for any services for which the Department’s designated TPA has paid the Provider. The provider agrees not to “balance bill” the client for these covered services.
 - b. To maintain appropriate licenses and regulatory approvals required by Ohio law and be in good standing with the licensing or approving agency to provide the core services for which they are applying.
 - c. To participate in the Ohio medical assistance program established under section 5111.01 of the Revised Code, if providers of that type are eligible to be providers under the medical assistance program.
 - d. To provide a bill for services no later than sixty (60) days from the date of service so the community-based case management agency may submit the bill within the required time frame of ninety (90) days from the date of service for payment from the Department’s designated TPA. Provider further agrees to provide a detailed bill to the community-based case management agency and individuals to whom the Provider provides service under the Program (the “Participants”) in accordance with Chapter 3701-44 of the OAC and any written instructions furnished by the Department, which are incorporated into this PA upon receipt by the Provider. The bill shall show total charges for the service, and subtract out any payments received by the Provider from other sources for the same service.
 - e. To include provider’s Federal Tax ID number on all bills submitted to the community-based case management agency. Medical and dental providers must include CPT or ADA codes on all bills.
 - f. To provide individual client level data (CLD) for each clinical visit to be reimbursed by Ryan White Program – Part B funds. Individual CLD includes clinical and medical information

specific to the appropriate care of individuals being treated for HIV disease and consistent with Public Health Service guidelines. Pursuant to the Ryan White HIV/AIDS Treatment Modernization Act of 2006 (Public Law 109-415, December 19, 2006), clinical data will be collected and returned to the Quality Management section of the Ohio Ryan White Part B Program at the Ohio Department of Health. The Provider will have the option to return this data by secure fax or by electronic data entry and transmittal.

- g. To refund the TPA any duplicate payment, overpayment, payment for services reimbursed by another third-party payer, or other incorrect payment within thirty (30) days of receipt of the payment or written notification of the incorrect payment, whichever is sooner.
 - h. To maintain complete records concerning the goods and/or services furnished by the Provider under the Program for seven years after they were provided or until any audit is completed and every exception resolved, whichever is longer. The Provider agrees to give copies of these records to the Department, community-based case management agency, local HIV care consortia and/or other appropriate local and state officials upon request.
 - i. To keep strictly confidential all information concerning the identity of the Participants and to comply with Section 3701.243 of the Revised Code and all other applicable state and federal laws regarding confidentiality of information about individuals with HIV infection.
 - j. To comply with guidelines developed by the United States Department of Health and Human Services Public Health Service Council. These may be reviewed on line at http://www.aidsinfo.nih.gov/ContentFiles/AboutHIVTreatmentGuidelines_FS_en.pdf
 - k. To notify the Director, Ohio Department of Health or designee in writing of any changes in provider's address or provider's practice within thirty (30) days that such changes may occur.
2. The Department agrees to ensure that its designated third-party administrator reimburses the Provider for services rendered to Participants in accordance with the rules governing the Program.
 3. The obligations of the Department are subject to the provisions of sections 126.07 and 127.16 of the Ohio Revised Code (ORC) which state that the ODH cannot enter into a contract with a provider unless the appropriation is available, and that these contracts do not involve a need from competitive bidding.
 4. The Provider agrees to hold the Department harmless from any and all liability, suits, losses, judgments, damages, or any other demands arising from or connected with provision of goods and/or services by the Provider under this PA. The Provider agrees to have or obtain insurance against liability for such damages or losses.
 5. The Department and the Provider agree that neither party is responsible to the other party for nonperformance or delay in performance due to acts of God, wars, riots, strikes, or other causes beyond the control of the parties. The Department is not responsible to the Provider for nonperformance or delay in performance by the TPA for the aforementioned reasons. The Department is not responsible to Provider for nonperformance or delay in performance due to the acts or omissions of the local consortia, the community-based case managers, or the Participants.
 6. This PA will become effective upon execution by both parties and continue in effect until March 31, 2015, subject to the cancellation provisions contained in paragraph 7 of this PA.

7. This PA may be canceled by the Department at any time upon at least fifteen (15) days advance written notice. The Provider may cancel this PA at any time upon at least thirty (30) days advance written notice. Notice of cancellation shall be transmitted by certified mail or personal delivery to the other party. If: 1) the Provider breaches any of the terms or conditions of this PA; 2) the Ohio general Assembly at any time fails to make appropriations which allow the Department to carry out the purposes of the Program; or 3) there is a failure of federal funding under which the Department funds the Program, the Department may cancel this PA immediately, notwithstanding the advance-notice provisions specified above. In no event will the Department be obligated to pay for any services performed by the Provider after the effective date of cancellation. Notice to the Department shall be sent to the Administrator of the HIV CARE Services Section, Ohio Department of Health, 246 North High Street, Columbus, OH 43215. After sending or receiving notice of cancellation, the Provider agrees to continue to provide services up to 11:59 p.m. on the effective date of the cancellation.
8. This PA cannot be assigned by either party.
9. The Provider certifies that he/she/it (as appropriate) is in compliance with Section 3517.13 of the ORC and that he/she/it (as appropriate) will remain in compliance with that section during the term of this PA. This section prohibits the spending of these funds for political donations, or for campaigning for a specific political party and/or candidate.
10. The Department and the Provider agrees that in the performance of this PA, there will be no discrimination against any person because of race, color, sex religion, national origin, age, handicap, (except that services are to be provided solely to Participants) or any other factor specified in the Civil Rights Act of 1964, as amended, in Section 504 of the Rehabilitation Act of 1973, as amended, and in any subsequent legislation pertaining to civil rights.
11. The Provider hereby represents and warrants to Department that it has not provided any material assistance, as that term is defined in O.R.C. Section 2909.33(C), to any organization identified by and included on the United States Department of State Terrorist Exclusion List and that it has truthfully answered “no” to every question on the “Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization.” Provider further represents and warrants that it has provided or will provide such to Department prior to execution of this PA. If these representations and warranties are found to be false, this PA is void ab initio and Provider shall immediately repay to Department any funds paid under this Agreement.
12. The Provider represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either O.R.C. Section 153.02 or O.R.C. Section 125.25. If this representation and warranty is found to be false, this PA is void ab initio and the Provider shall immediately repay to Department any funds paid under this PA
13. The Provider represents, warrants, and certifies that it and its employees engaged in the administration or performance of this PA are knowledgeable of and understand the Ohio Ethics and Conflicts of Interest laws and Executive Order No. 2007-01S. Provider further represents, warrants, and certifies that neither the Provider nor any of its employees will do any act that is inconsistent with such laws and Executive Order.

IN WITNESS WHEREOF, the parties hereto have caused this PA to be executed by their duly authorized officials.

To Be Completed By Provider

1. Practice Name:	2. Provider Name:
3. Signature of Contractor or Authorized Agent:	5. (Print/Type) Contractor or Authorized Agent:
4. Date:	
6. Title:	8. License #
7. Area of Practice:	9. National Provider Identifier # (if applicable)
10. Phone Number: ()	12. Email Address:
11. Fax Number: ()	13. Federal Tax ID Number:
14. Street Address: (Print/Type)	15. City, State, Zip: (Print/Type)
16. Billing Address: (Print/Type)	17. City, State, Zip: (Print/Type)

To Be Completed By ODH

1. Signature of the Director, Ohio Department of Health or designee:	2. Title of Designee: Ohio Ryan White Consortia Coordinator
3. Date:	4. Consortium to be served by this provider: #
5. Approved Service Codes/Description of Services:	