

**SOONERCARE  
OPTOMETRIST PROVIDER AGREEMENT**

Based upon the following recitals, the Oklahoma Health Care Authority (OHCA hereafter) and \_\_\_\_\_ (PROVIDER hereafter) enter into this Agreement: \_\_\_\_\_  
(Print Provider's Name) (Provider Number)

**ARTICLE I. PURPOSE**

The purpose of this Agreement is for OHCA and PROVIDER to contract for optometry services to be provided to members in Oklahoma Medicaid, known as **SoonerCare**, programs. The optional addendums cover primary care and case management services for Choice and Oklahoma Employer/employee Partnership for Insurance Coverage – Individual Plan members.

**ARTICLE II. PARTIES AND DEFINITIONS**

**2.1 Oklahoma Health Care Authority**

- (a) OHCA is the single state agency that the Oklahoma Legislature has designated through 63 Oklahoma Statutes (OS) § 5009(B) to administer Oklahoma's Medicaid program, known as **SoonerCare**.
- (b) OHCA has authority to enter into this Agreement pursuant to 63 OS § 5006(A). OHCA's Chief Executive Officer has authority to execute this Agreement on OHCA's behalf pursuant to 63 OS § 5008(B).

**2.2 PROVIDER**

- (a) PROVIDER is an individual holding a license as an optometrist from the Oklahoma State Board of Examiners in Optometry or the appropriate licensing agency in the state where Medicaid services are rendered pursuant to this Agreement. **A copy of PROVIDER's license is attached to this Agreement.**
- (b) As used in this Agreement, "practice of optometry" is defined as provided in 59 OS § 581 of the Oklahoma Optometry Act or the appropriate licensure act in the state where services are rendered.

**2.3** The parties agree that the **mailing** addresses for the parties to this Agreement are as follows:

Oklahoma Health Care Authority  
Legal Division  
Attention: Provider Contracting  
P.O. Box 54015  
Oklahoma City, Oklahoma 73154

\_\_\_\_\_  
Provider Mailing Address

\_\_\_\_\_  
City, State, Zip Code

**2.4 DEFINITIONS**

- (a) **SoonerCare** means all OHCA medical benefit packages including Traditional, Choice, Insure Oklahoma, Oklahoma's Employer/Employee Partnership for Insurance Coverage (IO), SoonerPlan, and Supplemental.
- (b) **Traditional** means a comprehensive **SoonerCare** package that pays providers for services on a fee-for-service basis.
- (d) **FFS** means fee-for-service.
- (e) **Supplemental** means a **SoonerCare** plan that provides medical benefits to supplement those services covered by Medicare (sometimes called "crossover".)
- (f) **Member** means a person receiving health care benefits from a **SoonerCare** program.

**ARTICLE III. TERM**

**3.1** This Agreement shall be effective upon completion when; (1) it is executed by Provider, (2) it is received at the Oklahoma City offices of OHCA, and (3) all necessary documentation has been received and verified by OHCA. The term of this Agreement shall expire March 31, 2010.

**3.2** PROVIDER shall not assign or transfer any rights, duties, or obligations under this Agreement without OHCA's prior written consent except as otherwise provided in this Agreement.

## ARTICLE IV. SCOPE OF WORK

### 4.1 General Provisions

PROVIDER signing this Agreement agrees

- (a) To provide optometry services pursuant to professional standards appropriate to optometrist's license to **SoonerCare** members;
- (b) To abide by all restrictions on the practice of optometry as expressed by the Oklahoma Statutes and Oklahoma State Board of Examiners in Optometry rules or the appropriate statutory and regulatory restrictions of the state where services are rendered.
- (c) To comply with all applicable statutes, regulations, policies, and properly promulgated rules of OHCA;
- (d) That the state has an obligation under 42 United States Code (USC) §1396a(a)(25)(A) to ascertain the legal liability of third parties who are liable for the health care expenses of members under the care of PROVIDER. Because of this obligation, PROVIDER agrees to assist OHCA, or its authorized agents, in determining the liability of third parties;
- (e) To maintain all applicable licenses and/or certifications during the term of this contract. Should PROVIDER's licenses and/or certifications be modified, suspended, revoked, or in any other way impaired, PROVIDER shall notify OHCA within three business days of such action. In the event PROVIDER's license and/or certifications are modified, PROVIDER shall abide by the terms of the modified license and/or certifications. In the event of suspension, revocation, or other action making it unlawful for PROVIDER to practice optometry, this Agreement shall terminate immediately. A violation of this paragraph, at the time of execution or during any part of the Agreement term, shall render the Agreement immediately void;
- (f) The provision of optometry services for purposes of this Agreement shall be limited to those services within the scope of the Oklahoma Medicaid State Plan reflected by properly promulgated rules. To the extent that services within the practice of optometry are not compensable services under **SoonerCare**, the services may be provided but shall not be compensated by OHCA. **PROVIDER acknowledges that covered services may vary between SoonerCare benefit plans and that most specialty services require a referral from a member's PCP;**
- (g) To comply and certify compliance with 42 USC §§ 1395cc(a)(1), 1395cc(f), and 1396a(w) which require **SoonerCare** providers to provide patients with information about patients' rights to accept or refuse medical treatment. PROVIDER shall educate staff and members concerning advance directives. PROVIDER shall include in each patient's individual medical record documentation as to whether the patient has executed an advance directive. PROVIDER shall not discriminate on the basis of whether an individual has executed an advance directive;
- (h) To develop and enforce policies and procedures in accordance with laws regarding communicable diseases. These policies and procedures shall include universal precautions, including precautions related to Human Immunodeficiency Virus (HIV) serologically positive patients, which equal or exceed such standards established by the U.S. Occupational Safety and Health Administration;
- (i) To maintain a clinical record system as follows:
  - (i) The system shall be maintained in accordance with written policies and procedures, which shall be produced to OHCA or its agent upon request;
  - (ii) PROVIDER shall designate a professional staff member to be responsible for maintaining the records and for ensuring they are completely and accurately documented, readily accessible, and systematically organized;
  - (iii) Each patient's record shall include, as applicable and in addition to other items set forth herein: member identification and personal, demographic and social data; evidence of consent forms; pertinent medical history; assessment of patient's health status and health-care needs; report of physical examination; brief summary of presenting episode and disposition; education and instruction to patient; all physician's orders; diagnostic and laboratory test results; consultative findings; reports of treatments and medications; immunization records; preventive services; and other pertinent information necessary to monitor the patient. All entries must be legible, dated and include signatures of the physician and other health care professionals rendering the patient's care;

- (j) To render services in an appropriate physical location, which shall include barrier-free access, adequate space for provision of direct services, appropriate equipment, proper exit signs, and a safe environment for patients;
- (k) To train staff in handling medical and non-medical emergencies to ensure patient safety.
- (l) To have a preventive maintenance program to ensure essential mechanical, electrical, and patient-care equipment is maintained in safe operating condition;

#### **4.2 Rights and Responsibilities Related to Member Co-payments and Collections**

- (a) Pursuant to 42 Code of Federal Regulations (CFR) § 447.15, payments made by OHCA shall be considered payment in full for all covered services provided to a member, except for OHCA-allowed member co-payments.
- (b) PROVIDER shall not bill a member or attempt in any way to collect any payment from a member for any covered service, except for co-payments allowed by OHCA. This provision is in force even if PROVIDER elects not to bill OHCA for a covered service. Violation of this provision may result in suspension of payments, recoupment of OHCA reimbursements and/or contract action up to and including contract termination.
- (c) PROVIDER shall not require members to pay for services in advance, except for OHCA-allowed member co-payments, even if PROVIDER refunds the money to members after receiving payment from OHCA. PROVIDER may require IO IP members to pay OHCA-allowed co-payments in advance of receiving services.
- (d) PROVIDER may collect an OHCA allowed co-payment from a member for a covered service and may use any legal means to enforce the member's liability for such co-payment.
- (e) PROVIDER shall not deny covered services to eligible members because of their inability to pay a co-payment, unless the member is enrolled in the IO IP benefit plan. PROVIDER may deny covered services to eligible IO IP members if they are unable to pay a co-payment. Provision of a covered service to a member unable to pay a co-payment does not eliminate the member's liability for that co-payment.

#### **4.3 Payments from OHCA**

- a) OHCA shall pay PROVIDER for services in accordance with the appropriate part of OHCA's Provider Manual §317: 30-1-1-et seq., Coverage by category and limitations.
- b) PROVIDER agrees and understands that payment cannot be made by OHCA to vendors providing services under federally assisted programs unless services are provided without discrimination on the grounds of race, color, religion, sex, national origin or handicap.
- c) PROVIDER shall accept payment from OHCA by direct deposit to PROVIDER'S financial institution. OHCA shall make payment in accordance with the information supplied by PROVIDER on the attached electronic funds transfer (hereafter EFT) form. PROVIDER shall update direct deposit information as needed by sending a signed EFT form to OHCA.
- d) PROVIDER shall release any lien securing payment for any **SoonerCare** compensable service. This provision shall not affect PROVIDER's ability to file a lien for non-covered service or OHCA-permitted co-payment.
- e) Satisfaction of all claims will be from federal and state funds. Any false claims, statements, or documents, or any concealment of a material fact may be prosecuted.
- f) Payments will be made to PROVIDER within forty-five (45) days of submission of a "clean claim" as such term is defined at 42 CFR § 447.45 (b). PROVIDER is entitled to interest in accordance with 62 OS § 41.4B (1991) for all payments not made within forty-five days after the clean claim has been submitted to OHCA or its claims payment agent.
- g) PROVIDER certifies with each claim for payment that the services or products for which payment is billed by or on behalf of PROVIDER were medically necessary and were rendered by PROVIDER.

#### **4.4 Billing Procedures**

- (a) PROVIDER agrees all claims shall be submitted to OHCA in a format acceptable to OHCA and in accordance with OHCA regulations. Electronic and/or Internet submitted claims may receive priority handling.

- (b) If PROVIDER enters into a billing service agreement, PROVIDER shall be responsible for the accuracy and integrity of all claims submitted on PROVIDER's behalf by the billing service.
- (c) PROVIDER shall not use the billing service or any other entity as a factor, as defined by 42 CFR § 447.10.
- (d) PROVIDER is responsible for determining a member's appropriate eligibility by contacting OHCA's Eligibility Verification System (EVS).

**ARTICLE V. LAWS APPLICABLE**

**5.1** The parties to this Agreement acknowledge and expect that over the term of this Agreement laws may change. Specifically, the parties acknowledge and expect (i) federal Medicaid statutes and regulations, (ii) state Medicaid statutes and rules, (iii) state statutes and rules governing practice of health care professions, and (iv) any other laws cited in this contract may change. The parties shall be mutually bound by such changes.

**5.2** As applicable, PROVIDER shall comply with and certifies compliance with:

- (a) Age Discrimination in Employment Act, 29 USC § 621 et seq.;
- (b) Rehabilitation Act, 29 USC § 701 et seq.;
- (c) Drug-Free Workplace Act, 41 USC § 701 et seq.;
- (d) Title XIX of the Social Security Act), 42 USC § 1396 et seq.;
- (e) Civil Rights Act, 42 USC §§ 2000d et seq. and 2000e et seq.;
- (f) Age Discrimination Act, 42 USC § 6101 et seq.;
- (g) Americans with Disabilities Act, 42 USC § 12101 et seq.;
- (h) Oklahoma Worker's Compensation Act, 85 OS § 1 et seq.;
- (i) 31 USC § 1352 and 45 CFR § 93.100 et seq., which (1) prohibits the use of federal funds paid under this Agreement to lobby Congress or any federal official to enhance or protect the monies paid under this Agreement and (2) requires disclosures to be made if other monies are used for such lobbying;
- (j) Presidential Executive Orders 11141, 11246 and 11375 at 5 USC § 3501 and as supplemented in Department of Labor regulations 41 CFR §§ 741.1-741.84, which together require certain federal contractors and subcontractors to institute affirmative action plans to ensure absence of discrimination for employment because of race, color, religion, sex, or national origin;
- (k) The Federal Privacy Regulations and the Federal Security Regulations as contained in 45 CFR Part 160 et seq. that are applicable to such party as mandated by the Health Insurance Portability and Accountability Act of (HIPAA), Public Law 104-191, 110 Stat. 1936, and HIPAA regulations at 45 CFR § 160.101 et seq.;
- (l) Vietnam Era Veterans' Readjustment Assistance Act, Public Law 93-508, 88 Stat. 1578;
- (m) Protective Services for Vulnerable Adults Act, 43A O. S. § 10-101 et seq.;
- (n) Debarment, Suspension and other Responsibility Matters, 45 CFR §§76.105 and 76.110;
- (o) With regard to equipment (as defined by O.M.B. Circular A-87) purchased with monies received from OHCA pursuant to this Agreement, 74 OS §§ 85.44(B) and (C), 45 CFR §74.34, 42 CFR 447.20 and 447.21.
- (p) Federal False Claims Act, 31 U.S.C. Sec 3729 – 3733; 31 USC. Sec 3801

**5.3** The explicit inclusion of some statutory and regulatory duties in this Agreement shall not exclude other statutory or regulatory duties.

**5.4** All questions pertaining to validity, interpretation, and administration of this Agreement shall be determined in accordance with the laws of the State of Oklahoma, regardless of where any service is performed or product is provided.

**5.5** The venue for legal actions arising from this Agreement shall be in the District Court of Oklahoma County, State of Oklahoma

**ARTICLE VI. AUDIT AND INSPECTION**

**6.1** As required under 42 CFR 431.107, PROVIDER shall keep such records as are necessary to disclose fully the extent of services provided to members and shall furnish records and information regarding any claim for providing such service to OHCA, the Oklahoma Attorney General's Medicaid Fraud Control Unit (MFCU hereafter), and the U.S. Secretary of Health and Human Services (Secretary hereafter). PROVIDER agrees to keep records to disclose the services it provides for six years from the date of service. PROVIDER shall not destroy or dispose of records, which are under audit, review or investigation when the six-year limitation is met.

PROVIDER shall maintain such records until informed in writing by the auditing, reviewing or investigating agency that the audit, review or investigation is complete.

- 6.2** Authorized representatives of OHCA, MFCU, and the Secretary shall have the right to make physical inspection of PROVIDER's place of business and to examine records relating to financial statements or claims submitted by PROVIDER under this Agreement and to audit PROVIDER's financial records as provided by 42 CFR § 431.107. If PROVIDER fails to submit records to OHCA or its agent within reasonable specified timeframes, all **SoonerCare** payments to PROVIDER may be suspended until records are submitted.
- 6.3** Pursuant to 74 OS § 85.41, OHCA and the Oklahoma State Auditor and Inspector shall have the right to examine PROVIDER's books, records, documents, accounting procedures, practices, or any other items relevant to this Agreement.
- 6.4** PROVIDER shall submit, within thirty-five days of a request by OHCA, MFCU, or the Secretary, all documents, as defined by 12 OS § 3234, in its possession, custody, or control concerning (i) the ownership of any subcontractor with whom PROVIDER has had business transactions totaling more than twenty-five thousand dollars during the twelve months preceding the date of the request, or (ii) any significant business transactions between PROVIDER and any wholly owned supplier or between PROVIDER and any subcontractor during the five years preceding the date of the request.

#### **ARTICLE VII. CONFIDENTIALITY**

- 7.1** PROVIDER agrees that member information is confidential pursuant to 42 USC § 1396a(7), 42 CFR § 431:300-306, and 63 OS § 5018. PROVIDER shall not release the information governed by these requirements to any entity or person without proper authorization or OHCA's permission.
- 7.2** PROVIDER shall have written policies and procedures governing the use and removal of patient records from PROVIDER's facility. The patient's written consent shall be required for release of information not authorized by law, which consent shall not be required for state and federal personnel working with records of members.
- 7.3** PROVIDER agrees to comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), specifically 45 CFR Part 164.

#### **ARTICLE VIII. TERMINATION**

- 8.1** This Agreement may be terminated by three methods. (i) Either party may terminate this Agreement for cause with a thirty-day written notice to the other party; (ii) either party may terminate this Agreement without cause with a sixty-day written notice to the other party; or (iii) OHCA may terminate the contract immediately a) to protect the health and safety of members, b) upon evidence of fraud, or c) pursuant to Paragraph 4.1 (e) above.
- 8.2** In the event funding of **SoonerCare** from State, Federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to the anticipated Agreement expiration date, this Agreement may be terminated immediately by OHCA.
- 8.3** In the event of termination, PROVIDER shall provide any records or other assistance necessary for an orderly transition of **SoonerCare** members' health care.

#### **ARTICLE IX. OTHER PROVISIONS**

- 9.1** The representations made in this memorialization of the Agreement constitute the sole basis of the parties' contractual relationship. No oral representation by either party relating to services covered by this Agreement shall be binding on either party. Any amendment to this Agreement shall be in writing and signed by both parties, except those matters addressed in Article 2.3 and Article 4.2 (C), which require PROVIDER's signature only.
- 9.2** Attachments to this Agreement which are made part of the Agreement and incorporated by reference are (i) PROVIDER's Affidavit, (ii) Disclosure of Ownership and Controlling Interest Form, (iii) Electronic Funds Transfer Authorization, and (iv) Provider Application Form.
- 9.3** If any provision of this Agreement is determined to be invalid for any reason, such invalidity shall not affect any other provision, and the invalid provision shall be wholly disregarded.
- 9.4** Titles and subheadings used in this Agreement are provided solely for the reader's convenience and shall not be used to interpret any provision of this Agreement.

**9.5** OHCA does not create and PROVIDER does not obtain any license by virtue of this Agreement. OHCA does not guarantee PROVIDER will receive any patients, and PROVIDER does not obtain any property right or interest in any **SoonerCare** member business by this Agreement.

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Provider's Signature

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Provider's Social Security Number

---

Date

**AFFIDAVIT**  
**[Required by 74 OS §§ 85.23 and 85.43 (B)]**

STATE OF \_\_\_\_\_ )  
  )     **ss.**  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_ of lawful age, being first duly sworn on oath says:  
(Print Provider's Name)

1. He/She is the duly authorized agent of the contractor under the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure said contract;
2. He/She is fully aware of the facts and circumstances surrounding the making of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the procurement of said contract;
3. Neither the contractor nor anyone subject to the contract's direction or control has paid, given, or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value either directly or indirectly, in procuring the contract to which this statement is attached; and
4. No person who has been involved in any manner in the development of the contract to which this statement is attached while employed by the State of Oklahoma shall be employed to fulfill any of the services provided for under said contract. This paragraph shall not preclude faculty and staff of institutions within the State system of Higher Education from negotiating and participating in research grants and educational contracts. This paragraph shall not apply to an agreement between the Oklahoma Health Care Authority and another agency of the State of Oklahoma.

\_\_\_\_\_  
Provider's Signature

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

( Seal )  
\_\_\_\_\_  
Notary Public (or Clerk or Judge)

## SOONERCARE APPLICATION FOR INDIVIDUAL PROVIDER

- Application must be typed or printed in black ink. **All information must be completed or marked "N/A".**
- When completing this application, please keep in mind the questions pertain to the individual named on the agreement.
- Provide evidence of current professional liability (malpractice) insurance policy.
- Enrollment in VFC Program is required for those who provide primary care for members under 18 years of age.
- If you have any questions regarding this application, please contact Provider Enrollment at (800)522-0114, option 5 or locally at (405)522-6205, option 5.

OKLAHOMA MEDICAID INFORMATION																					
<b>SECTION I</b>	<p>Are you currently or have you ever been enrolled in the Oklahoma Medicaid Program?  <input type="checkbox"/> Yes, I am currently enrolled.    <input type="checkbox"/> Yes, I was in the past. Go to Section II.    <input type="checkbox"/> No. Go to Section II.</p> <p>If <b>currently enrolled</b>, please check one of the following:</p> <p><input type="checkbox"/> Change of employment, group association, practice or business structure.  Change Effective Date _____ Current Provider ID _____</p> <p>Previous (old) Group <input type="checkbox"/> Name _____  <input type="checkbox"/> Provider ID _____ Term Date _____</p> <p><input type="checkbox"/> Additional service location.  Effective Date _____ Current Provider ID(s) _____  <i>(If the first 9 digits are the same, only list once.)</i></p> <p><input type="checkbox"/> Other _____ Effective Date _____ Provider ID _____</p>																				
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PAYMENT AND TAX REPORTING INFORMATION																					
<b>SECTION IV</b>	<p>Are you a Sole Proprietor?</p> <p><input type="checkbox"/> Yes. Payments must be paid to an EFT (Electronic Funds Transfer) account in your name.</p> <p><input type="checkbox"/> Report payments to my Social Security Number.</p> <p><input type="checkbox"/> Report payments to <u>my personal</u> FEIN (Federal Employer Identification Number) _____  IRS <i>(Internal Revenue Service)</i> Legal Name _____  <i>(Must match with IRS Form SS4 or IRS Letter 147C. A copy should be attached.)</i></p> <p><input type="checkbox"/> No. Group Agreement must be in place to report payments. No direct payments will be made to the individual rendering provider, therefore, EFT is not required.</p> <p>Group FEIN <i>(Federal Employer Identification Number)</i> _____</p> <p>Group ID* _____ Group Name _____</p> <p><b>* If you do not have an active Group ID, write "Pending" and complete an additional Group Agreement.</b></p>																				
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**\* If you are an eligible primary care provider and choose to enroll as an individual Choice and/or O-EPIC provider please complete the applicable attachments.**