



## **Becoming a Payor of Last Resort (POLR) Early Intervention services provider:**

### **1. Apply for a National Provider Identifier (NPI):**

- Applying on-line is the preferred method: <https://nppes.cms.hhs.gov>
- If unable to complete the process online, mail to the address listed on page 3 of the application: <http://www.cms.gov/Medicare/CMS-Forms/CMS-Forms/downloads/CMS10114.pdf>
- Any questions regarding this process should be directed to 1-800-465-3203, NPI Enumerator

### **2. Register as a vendor with the State of Ohio:**

- State of Ohio Potential Vendor Letter  
[http://media.obm.ohio.gov/oss/documents/Dear\\_State\\_of\\_Ohio\\_Potential\\_Vendor\\_Letter\(OBM-7502\)+REV+01+27+2014.pdf](http://media.obm.ohio.gov/oss/documents/Dear_State_of_Ohio_Potential_Vendor_Letter(OBM-7502)+REV+01+27+2014.pdf)
- Links to all required vendor forms:
  - Vendor Information Form OBM-5657-Rev.11/15/2013:  
[http://media.obm.ohio.gov/oss/documents/New+Vendor+Information+Form\\_11+15+2013.pdf](http://media.obm.ohio.gov/oss/documents/New+Vendor+Information+Form_11+15+2013.pdf)
  - IRS Form W-9 Request for Taxpayer Identification Number & Certification:  
<http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=103>
  - Authorization Agreement for Direct Deposit of EFT Payments OBM-4310-Rev.1/14/2014:  
<http://media.obm.ohio.gov/oss/documents/EFT+FORM+-+REVISED+01+14+2014.pdf>

#### **Submit Vendor Documents To:**

Vendor Maintenance  
Ohio Shared Services  
P.O. Box 182880  
Columbus, Ohio 43218-2880

### **3. Complete and/or submit the following documents:**

- Provider Agreement
- Early Intervention Services Provider Enrollment Form
- Listing of Therapists
- Fee Schedule that Includes Usual, Customary, and Reasonable (UCR) Rates for Early Intervention Services
- List of Insurance Accepted
- Individual Providers Vitae

#### **Submit Forms To:**

Ohio Department of Health  
BHS-Attn: POLR Provider Enrollment  
246 N. High St., 5<sup>th</sup> Floor  
Columbus, OH 43215



## Early Intervention Services Payor of Last Resort (POLR)

### Provider Responsibilities

- POLR providers must deliver early intervention services in accordance with the POLR provider agreement
- Providers must receive referrals from an authorized service coordinator. Providers who believe a child is in need of early intervention services should refer children to Help Me Grow (HMG) in the following manner:
  - contact 1-800-755-GROW (4769) OR
  - submit a referral online at [www.helpmegrow.ohio.gov](http://www.helpmegrow.ohio.gov)
- Early intervention services must be provided in accordance with the Individualized Family Service Plan (IFSP), to include frequency, intensity, and duration. The IFSP for each child must be obtained from the service coordinator and must assist in forming your service strategy.
- Provide services in a natural environment to the maximum extent possible
- The provider must retain records onsite for a minimum of six (6) years following payment for services.  
  
To include:
  - Records relating to costs and supporting documentation for invoices
  - Records relating to work performed (i.e. progress notes, sessions notes, IFSP outcome(s) being addressed)
- Services must be approved by POLR prior to services being provided. Parent(s) must provide a Letter of Approval (LOA) indicating services have been approved.
- Submit claims for approved services on a CMS-1500 or UB-04 directly to:

Ohio Department of Health  
BHS-Attn: Early Intervention Services POLR  
246 N. High St., 5<sup>th</sup> Floor  
Columbus, OH 43215

**\*Billed services must not exceed the designated frequency, intensity, and duration designated on the IFSP**



**OHIO DEPARTMENT OF HEALTH  
BUREAU OF HEALTH SERVICES**

***HELP ME GROW EARLY INTERVENTION SERVICES SUBJECT TO PAYOR OF LAST RESORT  
(POLR)***

Early intervention services are developmental services that: are provided under public supervision, are selected in collaboration with the parents; are provided at no cost to families, except for a system of payment; are designed to meet the developmental needs of an infant or toddler with a disability and the needs of the family to assist appropriately in the infant's or toddler's development, as identified by the IFSP team, in any one or more of the following areas, including physical, cognitive, communication, social or emotional, or adaptive development; meet the standards of the State in which the services are provided; are provided by qualified personnel; are provided in natural environments to the maximum extent appropriate; are provided in conformity with an IFSP adopted by the State; and includes all of the following services, in accordance with Ohio Administrative Code 3701-8-01:

**Assistive Technology Devices**

Any item, piece of equipment, or product system, whether acquired commercially off the shelf, modified, or customized, that is used to increase, maintain or improve the functional capabilities of children with disabilities. This term does not include a medical device that is surgically implanted, including a cochlear implant, or the optimization (e.g., mapping), maintenance or the replacement of that device. The purchase or leasing of assistive technology devices are reimbursed at rates established by Medicaid or CMH. Contact the Bureau of Health Services prior to purchasing or leasing assistive technology devices.

**Assistive Technology Services**

Services that directly assist an infant or toddler with a disability in the selection, acquisition, or use of an assistive technology device, including:

- The evaluation of the needs of a child with a disability, including a functional evaluation of the infant or toddler in the child's customary environment
- Purchasing, leasing or otherwise providing for the acquisition of assistive technology devices by infants and toddlers with disabilities
- Selecting, designing, fitting, customizing, adapting, applying, maintaining, repairing or replacing assistive technology devices
- Coordinating and using other therapies, interventions, or services with assistive technology devices, such as those associated with existing education and rehabilitation plans and programs
- Training or technical assistance for an infant or toddler with a disability, or, if appropriate, that child's family
- Training or technical assistance for professionals (including individuals providing early intervention services) or other individuals who provide services to or are otherwise substantially involved in the major life functions of individuals with disabilities

**Audiology Services**

- Identification of children with auditory impairments using at-risk criteria and appropriate audiologic screening techniques
- Determination of the range, nature, and degree of hearing loss and communication functions,



by use of audiological evaluation

- Referral for medical or other services necessary for the habilitation or rehabilitation of an infant or toddler with a disability who has an auditory impairment
- Provision of auditory training, aural rehabilitation, speech reading and listening devices, orientation and training, and other services
- Provision of services for prevention of hearing loss
- Determination of the child's individual amplification, including selecting, fitting, and dispensing appropriate listening and vibrotactile devices, and evaluating the effectiveness of those devices

### **Health Services**

Services necessary to enable an otherwise eligible child to benefit from the other early intervention services under this part during the time that the child is eligible to receive early intervention services.

Health services include:

- Such services as clean intermittent catheterization, tracheotomy care, tube feeding, the changing of dressings or colostomy collection bags, and other health services
- Consultation by physicians with other service providers concerning the special health care needs of infants and toddlers with disabilities that will need to be addressed in the course of providing other early intervention services

The term does not include:

- Surgical in nature (such as cleft palate surgery, surgery for club foot, or the shunting of hydrocephalus)
- Purely medical in nature (such as hospitalization for management of congenital heart ailments, or the prescribing of medicine or drugs for any purpose)
- Related to the implementation, optimization (e.g., mapping), maintenance, or replacement of a medical device that is surgically implanted, including a cochlear implant.

Nothing in this definition limits the right of an infant or toddler with a disability with a surgically implanted device (e.g., cochlear implant) to receive the early intervention services that are identified in the child's IFSP as being needed to meet the child's developmental outcomes.

### **Medical Services**

Services provided by a licensed physician or physician's assistant for diagnostic or evaluation purposes to determine a child's developmental status and need for early intervention services

### **Nursing Services**

Services provided by qualified personnel, which include:

- Assessment of health status for the purpose of providing nursing care, including the identification of patterns of human response to actual or potential health problems
- Provision of nursing care to prevent health problems, restore or improve functioning, and promote optimal health and development
- Administration of medications, treatments, and regimens prescribed by a licensed physician

### **Nutrition Services**

Services provided by qualified personnel, which include:

- Conducting individual assessments in nutritional history and dietary intake, anthropometric,



biochemical, and clinical variables, feeding skills and feeding problems, or food habits and preferences

- Developing and monitor appropriate plans to address the nutritional needs
- Making referrals to appropriate community resources to carry out nutrition goals

### **Occupational Therapy**

Services provided by qualified personnel designed to address the functional needs of an infant or toddler with a disability related to adaptive development, adaptive behavior, and play, sensory, motor, and postural development. These services are designed to improve the child's functional ability to perform tasks in home, school, and community settings and include:

- Identification, assessment and intervention
- Adaption of the environment and selection, design, and fabrication of assistive and orthotic devices to facilitate development and promote the acquisition of functional skills
- Prevention or minimization of the impact of initial or future impairment, delay in development, or loss of functional ability

### **Physical Therapy**

Services provided by qualified personnel to address the promotion of sensorimotor function through enhancement of musculoskeletal status, neurobehavioral organization, perceptual and motor development, cardiopulmonary status, and effective environmental adaption. These services include:

- Screening, evaluation, and assessment of children to identify movement dysfunction
- Obtaining, interpreting, and integrating information appropriate to program planning to prevent, alleviate, or compensate for movement dysfunction and related functional problems
- Providing individual and group services or treatment to accomplish any of the above

### **Psychological Services**

Services provided by qualified personnel, which includes:

- Administering psychological and developmental tests and other assessment procedures
- Interpreting assessment results
- Obtaining, integrating, and interpreting information about child behavior and child and family conditions related to learning, mental health, and development
- Planning and managing a program of psychological services, including psychological counseling for children and parents, family counseling, consultation on child development, parent training, and education programs and applied behavioral analysis (ABA) services.

### **Sign language and cued language services**

Services provided by qualified personnel which include teaching sign language, cued language, and auditory or oral language, providing oral transliteration services such as amplification, and providing sign and cued language interpretation

### **Social Work Services**

Services provided by qualified personnel to:

- Evaluate a child's living conditions and patterns of parent-child interaction
- Prepare a social or emotional developmental assessment of the infant or toddler within the family context



- Provide individual and family-group counseling with parents and other family members, and provide appropriate skill-building activities with the infant or toddler and parents
- Work with problems in the living situation (home, community, and any center where early intervention services are provided) of an infant or toddler with a disability and the family of that child, and identify, mobilize, and coordinate community resources to enable the infant or toddler with a disability and the family to receive the maximum benefit from early intervention services

### **Speech-Language Pathology**

Services provided by qualified personnel to identify children with communication or language disorders or delays in development of communication skills, including:

- Diagnosis and appraisal of specific disorders and delays in those skills
- Referral for medical or other professional services necessary for habilitation or rehabilitation of children with communication or language disorders and delays in development of communication skills
- Provision of services for the habilitation, rehabilitation, or prevention of communicative or language disorders and delays in development of communication skills

### **Vision Services**

Services provided by qualified personnel to evaluate and assess visual functioning, including:

- Diagnosis and appraisal of specific visual disorders, delays, and abilities that affect early childhood development
- Referral for medical or other professional services necessary for habilitation or rehabilitation of visual functioning disorders, or both
- Providing communication skills training, orientation and mobility training for all environments, visual training, and additional training necessary to activate visual motor abilities

### **Other Early Intervention Services**

The above listed services do not comprise an exhaustive list of the type of services that may constitute early intervention services. Nothing in this paragraph prohibits the identification in the IFSP of another type of service as an early intervention service provided that it meets the criteria identified above. Contact the Bureau for Children with Developmental and Special Health Needs for approval prior to initiating services.

**Submitting Claims  
Payor of Last Resort (POLR)**

Payments on behalf of the Help Me Grow Program, Bureau of Health Services/Early Intervention Services (BHS/EIS) to providers of services are regulated by relevant sections of the Ohio Revised Code, the Ohio Administrative Code, and BHS/EIS Payor of Last Resort (POLR) provider agreement. The following section describes the requirements that providers must observe to receive payment.

**A. *Guidelines for Submitting Claims to POLR***

- Claims must be received within 12 months of the date the service was provided. Claims will be rejected if they are not submitted within this time frame.
- Claims will only be paid for services or goods that have been authorized for payment by BHS/EIS, have been included on the child's Individualized Family Service Plan (IFSP) and were provided by an approved POLR Early Intervention provider.
- Providers may bill no more than the provider customarily charges other patients for the same goods and services.
- Providers must submit claims on the CMS 1500 or UB 04 only.
- Claims submitted that are incomplete or not properly completed will be returned to the provider for correction.
- Providers will be paid by CMH on behalf of the Help Me Grow Program for Early Intervention Services in accordance with reasonable cost principles established by the Medicare program and for all other goods or services in accordance with the fee schedule set forth in the CMH manual of operational procedures and guidelines.
- All claims submitted for payment are subject to verification. CMH and/or EIS may contact providers, insurance companies, employers, families and others, as necessary, to request further information or verification.

**POLR Claims must be submitted to:  
Bureau of Health Services/Early Intervention Services  
ATTN: POLR  
246 N. High St., 5<sup>th</sup> Floor  
Columbus, OH 43215**

**B. *Submitting Claims for Adjustment***

Should a claim need to be adjusted for additional payment due to an error, the provider must submit the following information:

- A copy of the original claim that has been corrected, if necessary
- A copy of the original Remittance Advice (Voucher)
- A notation attached to the claim requesting an adjustment, and an explanation of the request
- If a line item was rejected for insurance, submit a claim for that item only. Attach a copy of the Explanation of Benefits (EOB), if applied to the family's deductible, or a copy of the insurance rejection letter.

**Claims for adjustment should be submitted to:  
Bureau of Health Services/Early Intervention Services  
ATTN: POLR – Claims Adjustment  
246 N. High St., 5<sup>th</sup> Floor  
Columbus, OH 43215**

**F. *Invoice Forms***

The Bureau of Health Services/Early Intervention Services uses two basic billing forms:

1. UB 04 – Used solely for BHS/EIS approved hospital outpatient billing.
2. CMS – 1500 (2/2012) – Used as a multipurpose basic medical billing form:

## **CLAIM FORM COMPLETION TIPS:**

- **Must be submitted on Red claim forms**
- **Must be typed, scanner does not recognize handwritten information**
- **Must be Arial font, size 10**
- **Box 1a- Insured's ID number is the child's case number from the letter of approval (LOA)**
- **Box 24-Nothing should be included in the upper red shaded area**
- **Box 24J-The rendering physician NPI must be the POLR approved provider's NPI #**
- **Box 33a-Approved NPI #**
- **Services provided on the same day with the same CPT code must be combined together on one line**

**Please contact BHS/EIS at (614) 644-8389 with any additional questions.**

**PROVIDER AGREEMENT**  
**OHIO DEPARTMENT OF HEALTH,**  
**BUREAU OF HEALTH SERVICES, PAYOR OF LAST RESORT (POLR)**

**SECTION 1.**

**1.01 ODH and PROVIDER Information.** This Contract is between **Ohio Department of Health** (“ODH”), whose address is 246 North High Street, Columbus, Ohio 43215, and the following specified **“PROVIDER”**:

<b>“PROVIDER ”</b>	
Address	
Address	
Authorized Representative, Title	
Telephone	
Email	
Vendor Number	
<b>POLR Provider Contract#</b>	<b>FAM-32912P-</b>
<b>ADTS#</b>	

For the purpose of this Contract, the term “Parties” may be used to collectively refer to both “ODH” and “PROVIDER.”

**1.02 Contract Beginning and Ending Dates.** Subject to section 2 and other terms and conditions specified in this Contract, the “Contract Period” shall begin and end as follows:

<b>“Contract Period”</b>	<b>The time between the “Contract Beginning Date” and “Contract Ending Date”.</b>
<b>“Contract Beginning Date”</b>	<b>The date of Contract execution by both Parties, whichever is later.</b>
<b>“Contract Ending Date”</b>	<b>June 30, 2018, or the date of Contract termination, whichever is first.</b>

**1.03 Contract Funding.**

<b>“Contract Funding Source” (in whole or in part)</b>	This Contract is funded in whole or in part by grants awarded by the United States Department of Education. Authorization for funding this PA is contained in the Catalog of Federal Domestic Assistance (CFDA) Number 84.181A; Part C of the individuals with Disabilities Education Act (IDEA), Public Law 108-446.
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**1.04 ATTACHMENTS to this Contract:**

<b>ATTACHMENT 2.13</b>	<b>Executive Order 2011-12K, “Governing the Expenditure of Public Funds for Offshore Services”</b>
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## SECTION 2. CONTRACT TERMS and CONDITIONS.

- 2.01** In consideration of the mutual promises expressed in this Contract and intending to be legally bound, **PROVIDER** agrees to perform, and **ODH** agrees to pay **PROVIDER**, in accordance with the terms of this Contract.
- 2.02 Purpose of Contract.** Upon receiving a referral from **ODH** or any authorized service coordination contractor, **PROVIDER** will provide the specified early intervention services to approved Help Me Grow (HMG-EI) participants.
- 2.03 Scope of Work, Deliverables, and Compensation.** **PROVIDER** shall provide work, services, products and deliverables (“specified early intervention services” or “services”) in the time and manner and for compensation as follows:
- 2.03.01 PROVIDER** will provide specified early intervention services using staff with the skill, education, license, certifications, or any other relevant competence that may be reasonably necessary and expected to perform in accordance with accepted professional standards, OAC Chapter 3701-8, other standards established by **ODH** pursuant to Ohio law and regulations, and pertinent federal statutes and regulations. The services provided to children eligible for HMG-EI Part C Early Intervention Services shall be provided in accordance with the Individualized Family Service Plan (IFSP).
- 2.03.02 PROVIDER** will provide specified early intervention services in natural environments to the maximum extent appropriate and begin those services within thirty (30) days of the IFSP signature date.
- 2.03.03 PROVIDER** agrees to maintain in good standing all required and necessary accreditations, licensure, or other qualifications deemed necessary according to state and federal law, with regard to the provision of HMG-EI Part C Early Intervention Services.
- 2.03.04 PROVIDER** agrees to maintain records that comply with ODH rules and 34 C. F. R. 303.344 including that services are delivered to address the team-determined outcomes on a child’s Individualized Family Service Plan (IFSP).
- 2.04 Payment for Specified Early Intervention Services and Other Requirements.**
- 2.04.01 PROVIDER** will invoice **ODH** in accordance with **ODH**’s written instructions only for specified early intervention services that **ODH** has previously authorized. **PROVIDER** will charge **ODH PROVIDERS**’s usual, customary, and reasonable (UCR) rate for services, except that **PROVIDER** may not charge **ODH** an amount that exceeds the amount that **PROVIDER** customarily charges other patients for the same services.
- 2.04.02 PROVIDER** will invoice **ODH** not more than 45 days after the date of service. **PROVIDER** waives the interest provisions of R.C. 126.30.
- 2.04.03** Prior to invoicing **ODH** for the authorized specified early intervention services, **PROVIDER** first will bill third party payers, such as Medicaid.
- If the HMG-EI participant is eligible for Medicaid and/or Bureau of Children with Medical Handicaps program (BCMh) payment, **PROVIDER** agrees to accept the Medicaid and/or BCMh payment as payment-in-full.
  - If the HMG-EI participant is not eligible for Medicaid and/or BCMh payment, **PROVIDER** agrees to accept the payment remittance from the HMG-EI payment system as payment-in-full. BCMh rate and methodology will be utilized in such cases.
  - If the HMG-EI participant has private insurance, and has submitted a statement to the Department indicating that the participant will be subject to a material risk of losing medical insurance coverage, **PROVIDER** agrees to bill **ODH**, rather than the participant’s private insurance and to accept the HMG-EI payment as payment-in-full.
- 2.04.04 PROVIDER** agrees to provide his/her/its Federal Tax Identification Number on all invoices, to utilize the appropriate Current Procedural Terminology (CPT) codes, International Classification of

Diseases (ICD-9-CM) codes, HMG-EI participant name, and date of service on all claims and to bill on the appropriate billing form (UB04 or HCFA-1500).

**2.04.05** ODH will not compensate **PROVIDER** for any work performed without a referral to provide specified early intervention services by ODH or an authorized service coordination contractor. **PROVIDER** agrees to refund to **ODH** any duplicate payment, overpayment, or otherwise incorrect payment within thirty days of receipt of the payment or written notification of the incorrect payment, whichever is sooner.

**2.04.05** ODH agrees to make payment within sixty (60) days of receipt of a properly completed invoice submitted by **PROVIDER** and to return to **PROVIDER** within thirty days of receipt any invalid or incomplete invoice with a description of the reason for rejection or of any additional information necessary to correct the invoice.

**2.04.06** **PROVIDER** agrees to comply with all applicable requirements for providers established by Chapter 3701-8 of the Ohio Administrative Code, and any pertinent federal statutes and regulations, all of which are incorporated into this agreement presently and as they may be amended or superseded. **PROVIDER** agrees to comply with the requirements for authorization, provision, and billing of services set forth in such written instructions as may be furnished by **ODH** from time to time. **PROVIDER** agrees to any additional requirements that **ODH** may provide and agrees to be bound by such requirements as of the date they are received by **PROVIDER** without the necessity to either amend this Contract or be provided additional consideration. If **PROVIDER** does not agree to be bound by additional requirements, **PROVIDER** shall instead provide no further specified services and terminate this Contract.

**2.04.07** **PROVIDER** agrees to notify ODH in writing within thirty (30) days of a change in any of the following: ownership, corporate name, tax identification number, licensure, certification, or registration status.

**2.04.08** ODH will not compensate **PROVIDER** for any services performed after the Contract Ending Date.

## **2.05** Records relating Specified Early Intervention Services.

**2.05.01** **PROVIDER** agrees to provide copies of or access to records of services or other relevant information to **ODH** upon request.

**2.05.02** **PROVIDER** will retain all records relating to costs, work performed and supporting documentation for invoices submitted to **ODH** and will make all records available for audit by the State of Ohio (including, but not limited to, ODH, the Auditor of the State of Ohio, the Ohio Inspector General or duly authorized law enforcement officials) and agencies of the United States government for a minimum of six (6) years after payment for work performed under this Contract. If an audit, litigation, or other action is initiated during this time period, **PROVIDER** shall retain such records until the action is concluded and all issues resolved or the six years end, whichever is later. **PROVIDER** agrees to give copies of these records to the HMG-EI participant, (upon request), **ODH**, to the Secretary of the United States Department of Education, and/or other appropriate local, state, federal officials upon written request, subject to the limitations specified above.

**2.05.03 Confidentiality.** **PROVIDER** agrees to keep all information strictly confidential concerning the identity of the participants of the Early Intervention program and to comply with all applicable provisions of state and federal law, including those requirements covered by 45 Code of Federal Regulations (CFR) 164.504(e)(2)(ii)(A) and (B) of the Health Insurance Portability and Accountability Act (HIPAA) and the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), regarding confidentiality of information about individuals receiving services. **PROVIDER** agrees that the information provided or made available by **ODH** shall not be used or disclosed other than as permitted or required by this Contract or as required by law. **PROVIDER** will establish and maintain appropriate safeguards to prevent any use or disclosure of the information, other

than as provided for by this Contract. **PROVIDER** shall comply with 45 C.F.R.164.504(e)(2)(ii) relating to business associates of a covered entity. **PROVIDER** shall immediately report to **ODH** any discovery of use or disclosure of information not provided for or allowed by the Contract. **PROVIDER** hereby agrees that anytime information is provided or made available to any subcontractor or agent, **PROVIDER** must enter into a subcontract with the subcontractor or agent that contains the same terms, conditions, and restrictions on the use and disclosure of information as contained in this Contract. **PROVIDER** must obtain **ODH** approval prior to entering into such agreements. Further, **PROVIDER** agrees to make available and provide right of access to an individual of their protected health information when that protected health information is obtained in the performance of **PROVIDER**'s obligations under this Contract.

## **2.06 General Provisions.**

**2.06.01** Subject to the provisions of R.C. 126.07 and R.C. 131.33, which shall at all times govern this Contract, **ODH** represents that it intends to maintain this Contract for the full Contract Period set forth in this Contract and has no reason to believe that it will not have sufficient funds to enable it to make all payments due. **ODH** further represents that it will use best efforts to obtain the appropriation of any necessary funds during the Contract Period.

**2.06.02 PROVIDER** understands and agrees that the availability of necessary funds for this Contract is contingent on appropriations made by the Ohio General Assembly and, if applicable, and not solely funded by the Ohio General Assembly, another Contract Funding Source. If the Ohio General Assembly or other Contract Funding Source fails at any time to continue funding **ODH**, this Contract is terminated as of the date funding expires without further obligation of **ODH**, State of Ohio, or any other Contract Funding Source.

**2.06.03** Any **ATTACHMENTS** to this Contract are made a part of, and are incorporated as terms and conditions of this Contract. In the event of a conflict of terms, the terms of the specified **ATTACHMENT** to this Contract shall take precedence over any conflicting terms appearing in this Contract.

**2.06.04 Contract Period; Extension or Renewal.** Upon approval by the Director of **ODH** and, if required, the Controlling Board, this Contract shall be effective on the "**Contract Beginning Date**" specified in section **1.02** of this Contract and will remain effective until the "**Contract Ending Date**" specified in that section, unless the Parties agree to extend the **Contract Ending Date** in a writing signed by both Parties.

**2.06.05 Independent Contractor.** No agency, employment, joint venture or partnership has been or will be created between the Parties hereto pursuant to the terms and conditions of this Contract. Inasmuch as **ODH** is interested in **PROVIDER**'s end product, **ODH** does not control the manner in which **PROVIDER** performs this Contract. **ODH** is not liable for the workers' compensation or unemployment compensation payments required by Chapters 4123 and 4141 of the Ohio Revised Code (R.C.), respectively. In addition, **PROVIDER** assumes responsibility for tax liabilities that result from compensation paid to **PROVIDER** by **ODH**. **ODH** will report any payment made under this Contract to the Internal Revenue Service on Form 1099. Additionally, no provision contained in this Contract shall be construed as entitling **PROVIDER** to participate in hospital plans, medical plans, sick leave benefits, vacation, and other benefits available to employees of **ODH** or to become a member of the Public Employees Retirement System (R.C. Chapter 145.)

## **2.07 Conflict of Interest and Ethics Laws.**

**2.07.01** Neither **PROVIDER** nor any officer, member or employee of **PROVIDER** shall, prior to the completion of such work and payment for such work, acquire any interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of such work.

**2.07.02 PROVIDER** hereby covenants that **PROVIDER**, and any officer, member, or employee of **PROVIDER**, have no interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities under this Contract.

**2.07.03 PROVIDER** shall not promise or give to any **ODH** employee anything of value that is of such a character as to manifest a substantial and improper influence upon the employee with respect to his or her duties. **PROVIDER** shall not solicit an **ODH** employee to violate any **ODH** rule or policy relating to the conduct of contracting Parties or to violate R.C. 102.03 to 102.04 or R.C. 2921.42.

**2.07.04 PROVIDER** hereby covenants that **PROVIDER** and any officer, member or employee of **PROVIDER** are in compliance with section R.C. 102.04 and that if **PROVIDER** is required to file a statement pursuant to R.C. 102.04(D)(2), such statement has been filed with the **ODH** General Counsel in addition to any other required filings.

**2.07.05 PROVIDER** hereby certifies compliance with the executive agency lobbying requirements of R.C. 121.60 to 121.69.

**2.07.06 PROVIDER** hereby certifies and affirms that, as applicable to **PROVIDER**, no party listed in Division (I) or (J) of R.C. 3517.13 or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions in excess of \$1,000.00 to the Governor or to his campaign committees. If it is determined that **PROVIDER**'s certification of this requirement is false or misleading, notwithstanding any criminal or civil liabilities imposed by law, **PROVIDER** shall return to **ODH** all monies paid to **PROVIDER** under this Contract. The provisions of this section shall survive the expiration or termination of this Contract.

## **2.08 Nondiscrimination and Equal Employment Opportunity.**

**2.08.01** In carrying out this Contract, **PROVIDER** shall comply with all applicable State of Ohio and Federal laws relating to nondiscrimination as those laws may be amended from time to time, including but not limited to the following:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency ("LEP"), which requires reasonable steps to ensure that LEP persons have meaningful access to programs (see [www.lep.gov](http://www.lep.gov)), and Health and Human Services ("HHS") implementing regulations at 45 CFR part 80;
- b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex, and HHS implementing regulations at 45 CFR part 86;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps in the provision of benefits or services as well as employment, and the HHS implementing regulations are codified at 45 CFR parts 84 and 85;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age and the HHS implementing regulations codified at 45 CFR part 91;
- e. If grant funding is from the U.S. Department of Justice, comply with 28 C.F.R. pt. 54 (nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance), 28 C.F.R. pt. 38 (Equal Treatment for Faith-Based Organizations, and Ex. Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations); and
- f. Prohibitions against retaliation against individuals for taking action or participating in an action to secure rights provided in State and Federal laws relating to nondiscrimination.

- 2.09 PROVIDER** hereby certifies that **PROVIDER** has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons and shall file a description of the affirmative action program and a progress report on its implementation with the Equal Employment Opportunity Office of the Ohio Department of Administrative Services. **PROVIDER** shall incorporate the foregoing State of Ohio and Federal laws relating to nondiscrimination in all of its contracts for performance of any of the work prescribed in this contract, and shall require all of its subcontractors to incorporate these requirements in all subcontracts for such work.
- 2.10 “Sweatshop Free” Certification.** **PROVIDER** hereby certifies that all facilities used for the production of supplies or performance of services offered in this Contract is in compliance with applicable domestic labor, employment, health and safety, environmental and building laws. This certification applies to any and all suppliers and/or subcontractors used by **PROVIDER** in furnishing the supplies or services pursuant to this Contract. If it is determined that **PROVIDER's** certification of this requirement is false or misleading, then **PROVIDER** understands that it shall be grounds for the termination of this Contract and may result in the loss of other contracts or grants with the State of Ohio.
- 2.11 Suspension and Termination.** **ODH** may suspend or terminate this Contract for any reason thirty (30) days after delivery of written notice to **PROVIDER**. **ODH** may suspend or terminate this Contract immediately after delivery of written notice to **PROVIDER** if **ODH** discovers any illegal conduct on the part of **PROVIDER**; discovers a violation of this Contract regarding Conflict of Interest and Ethics Laws or a Drug Free Workplace; is subject to a loss of funding; discovers that **PROVIDER** or any of its subcontractors has performed any services under this Contract outside the United States and is not in compliance with Executive Order 2011-12K “Governing the Expenditure of Public Funds for Offshore Services” referenced in **section 2.13**; or discovers or is notified that a petition in bankruptcy or similar proceeding has been filed by or against **PROVIDER**. If at any time during the contractual period a bankruptcy or similar proceeding has been filed by or against **PROVIDER**, **PROVIDER** shall immediately notify **ODH** of the filing.
- 2.11.01 PROVIDER to Cease Providing Services.** **PROVIDER**, upon receipt of notice of suspension or termination, shall cease providing services under this Contract, suspend or terminate any subcontracts relating to such suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report, as of the date of receipt of notice of suspension or termination describing the status of services under this Contract and such other matters as **ODH** may require.
- 2.11.02 Determining Compensation after Contract Suspension or Termination.** In the event of suspension or termination under this Contract, **PROVIDER** shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination or suspension.
- 2.12 Termination, Breach, or Default.**
- 2.12.01** Upon breach or default by **PROVIDER** of any of the provisions, obligations or duties provided for in this Contract, **ODH** may exercise all administrative, contractual, equitable or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and **ODH** retains the right to exercise all remedies provided for in this Contract. Any notice to **PROVIDER** under this section may be transmitted either by certified mail or personal delivery and is considered effective upon receipt.
- 2.12.02** If **ODH** or **PROVIDER** fail to perform an obligation or obligations under this Contract and thereafter such failure is waived by the other party; such waiver shall be limited to the particular failure so waived and shall not be deemed to waive other failures hereunder.
- 2.12.03** A breach or default based upon **PROVIDER's** failure to comply with **section 2.13 Offshore Outsourcing** is subject to that section with regard to Contract termination, sanctions, and damages.
- 2.12.04 Immediate Termination or Suspension.** **ODH** may at any time immediately suspend or terminate this Contract, without notice, upon the following:

- a. The suspension, withdrawal, expiration, revocation or non-renewal of any Federal, state or local license, certificate or other legal credential authorizing Provider to perform contractual services.
- b. Loss of funding stream to the Department, preventing the provision of HMG-EI services.
- c. Agency or staff's indictment, arrest or conviction of a felony; or for any indictment, arrest or conviction of criminal charge related to or in any way impairing Provider's performance of contractual services.
- d. The loss or material limitation of Provider's insurance required by state and federal laws.
- e. The debarment or suspension of Provider from participation in any governmental sponsored program, including, but not limited to, Medicare or Medicaid.
- f. Change of control of Provider's practice to an entity not acceptable to ODH.
- g. Any false statement or material omission in the participation application and/or confidential information forms and all other requested information, as determined by ODH in its sole discretion.

**2.12.05 Termination without Cause.** Subject to **section 2.12.06** in the case of PROVIDER's termination, this Contract may be terminated without cause by either party with at least sixty (60) days prior written notice to the other party. **PROVIDER** must send any request for termination to: Bureau for Children and Special Health Needs, Early Intervention Services Provider Enrollment Unit, Ohio Department of Health, 246 North High Street- 5th Floor, Columbus, OH 43215.

**2.12.06 Obligations Following Termination.** Following the effective date of any expiration or termination of this Contract, provider and ODH will cooperate as provided in this section. This section shall survive the termination of this Contract, regardless of the cause of termination. Upon expiration or termination of this Contract for any reason, other than termination by ODH in accordance with **Section 2.12.04**, Provider agrees to provide contractual services at ODH's discretion to any HMG-EI participant as of the effective date of termination until such participant can be transitioned to another provider for early intervention service. ODH shall not be obligated to pay for any services provided to a HMG-EI participant by the Provider after the termination date.

**2.13 Offshore Outsourcing and Executive Order 2011-12K.** **PROVIDER** affirms to have read and understands Executive Order 2011-12K "Governing the Expenditure of Public Funds for Offshore Services" (see **ATTACHMENT 2.13**) and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States. **PROVIDER** also affirms, understands, and agrees to immediately notify **ODH** of any change or shift in the location(s) of services performed by **PROVIDER** or its subcontractors under this Contract, and no services shall be changed or shifted to a location(s) that is outside of the United States.

**2.13.01 Termination, Sanction, Damages.** If **PROVIDER** or any of its subcontractors perform services under this Contract outside of the United States, the performance of such services shall be treated as a material breach of the Contract. **ODH** is not obligated to pay and shall not pay for such services. If **PROVIDER** or any of its subcontractors perform any such services, **PROVIDER** shall immediately return to **ODH** all funds paid for those services. **ODH** may also recover from **PROVIDER** all costs associated with any corrective action **ODH** may undertake, including but not limited to an audit or a risk analysis, as a result of **PROVIDER** performing services outside the United States.

**2.13.011** **ODH** may, at any time after the breach, terminate the Contract, upon written notice to **PROVIDER**. **ODH** may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Contract and costs associated with the acquisition of substitute services from a third party.

**2.13.012** If **ODH** determines that actual and direct damages are uncertain or difficult to ascertain, **ODH** in its sole discretion may recover a payment of liquidated damages in the amount of 1% of the value of the Contract.

**2.13.013** **ODH**, in its sole discretion, may provide written notice to **PROVIDER** of a breach and

permit **PROVIDER** to cure the breach. Such cure period shall be no longer than fourteen (14) calendar days. During the cure period, **ODH** may buy substitute services from a third party and recover from **PROVIDER** any costs associated with acquiring those substitute services.

**2.13.014** Notwithstanding the **ODH** permitting a period of time to cure the breach or **PROVIDER's** cure of the breach, **ODH** does not waive any of its rights and remedies provided **ODH** in this Contract, including but not limited to recovery of funds paid for services **PROVIDER** performed outside of the United States, costs associated with corrective action, or liquidated damages.

**2.14 Assignment.** **PROVIDER** will not assign any of its rights nor delegate any of its duties and responsibilities under this Contract without prior written consent of **ODH**. Any assignment or delegation not consented to may be deemed void by the **ODH**.

**2.15 Drug Free Workplace.** **PROVIDER** shall comply with all applicable state and federal rules, regulations and statutes pertaining to a drug free workplace. **PROVIDER** shall make a good faith effort to ensure that all employees of **PROVIDER** do not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way while working on state, county, or municipal property.

**2.16 Good Standing.**

**2.16.01 PROVIDER** affirmatively represents and warrants to **ODH** that it is not subject to a finding for recovery under R.C. 9.24 or that it has taken the appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. **PROVIDER** further affirmatively represents and warrants to **ODH** that it is not debarred or suspended from entering into state of Ohio contracts pursuant to R.C. 125.25 and is not subject to exclusion, disqualification or ineligibility as defined in 2 C.F.R.180.110. **PROVIDER** agrees that if this representation and warranty is deemed false, the Contract will be void *ab initio* as between the Parties to this Contract, and any funds paid by **ODH** hereunder shall be immediately repaid to **ODH**, or an action for recovery may be immediately commenced by **ODH** for the recovery of said funds.

**2.16.02 PROVIDER** certifies that **PROVIDER** is not federally debarred from participating in government contracts funded by federal money as described in 2 C.F.R. 180.220. If at any time during the contractual period **PROVIDER** is federally debarred from participating in government contracts funded by federal money, for whatever reason, **PROVIDER** shall immediately notify **ODH** of the debarment.

**2.16.03 PROVIDER** certifies that all approvals, licenses or other qualifications necessary to conduct business in Ohio have been obtained and are operative. If at any time during the contractual period **PROVIDER** becomes disqualified from conducting business in Ohio, for whatever reason, **PROVIDER** shall immediately notify **ODH** of the disqualification.

**2.17 Limitation of Liability.** Each party agrees to accept and be responsible for its own acts or omissions, as well as those acts or omissions of its officers, employees, or agents. Nothing in this Contract shall be interpreted or construed to place any such responsibility for **PROVIDER's** professional acts or omissions onto **ODH**. **ODH's** liability for damages, whether in contract or in tort, shall not exceed the Total Contract Amount or the amount of direct damages incurred by **PROVIDER**, whichever is less, and is the **PROVIDER 's** sole and exclusive remedy for **ODH's** failure to perform its obligations under this Contract. In no event shall **ODH** be liable for any indirect or consequential damages, including loss of profit, even if **ODH** knew or should have known of the possibility of such damages. Neither party is responsible to the other party for nonperformance or delay in performance of the terms of this Contract due to acts of God, wars, riots, strikes, or other causes beyond the control of the Parties.

**2.18 Insurance.** **PROVIDER** will provide, at its own expense, Workers' Compensation insurance, as required by Ohio law or the laws of any other state where work under this Contract will be done. **PROVIDER** will also provide for its employees performing work under this Contract employer's liability insurance, and personal injury, bodily injury, and property damage liability insurance, including automobile coverage, with personal injury and bodily injury coverage.

**2.21 Construction.** This Contract is governed, construed and enforced in accordance with the laws of the State of Ohio. Further, the Ohio courts shall have jurisdiction over the subject matter and the Parties hereto in connection with disputes concerning validity and enforcement of this Contract. If any portion of this Contract is found to be unenforceable by operation of statute or by administrative or judicial decision, the enforceability of the balance of this Contract shall not be affected thereby, provided that the absence of the unenforceable provision does not render impossible the performance of the remainder of this Contract.

*IN WITNESS WHEREOF*, the Parties by signing below indicate their agreement to this Contract.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Officer or Authorized Representative and Title  
**PROVIDER**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Richard Hodges, MPA, Director of Health  
Ohio Department of Health

*Remainder of Page Immediately Following Signatures is Intentionally Left Blank.  
ATTACHMENT 2.13 Immediately Follows this Page.*

ATTACHMENT 2.13

Executive Order 2011-12K, "Governing the Expenditure of Public Funds for Offshore Services"



JOHN R. KASICH  
GOVERNOR  
STATE OF OHIO

**Executive Order 2011-12K**

Governing the Expenditure  
of Public Funds for Offshore Services

**WHEREAS**, State of Ohio officials and employees must remain passionately focused on initiatives that will create and retain jobs in the United States in general and in Ohio in particular, and must do so especially during Ohio's continuing efforts to recover from the recent recession.

**WHEREAS**, allowing public funds to pay for services provided offshore has the potential to undermine economic development objectives in Ohio.

**WHEREAS**, the expenditure of public funds for services provided offshore may deprive Ohioans and other Americans of critical employment opportunities and may also undermine efforts to attract businesses to Ohio and retain them in Ohio, initiatives in which this State has invested heavily.

**NOW THEREFORE**, I, John R. Kasich, Governor of the State of Ohio, by virtue of the authority vested in me by the Constitution and the laws of this State, do hereby order and direct that:

1. No State Cabinet Agency, Board or Commission ("Executive Agency") shall enter into any contract which uses any public funds within its control to purchase services which will be provided outside the United States. This Executive Order applies to all purchases of services made directly by an Executive Agency and services provided by subcontractors of those providing services purchased by an Executive Agency.
2. This Executive Order will be personally provided, by the Director, Chair or other chief executive official of each Executive Agency, to the Chief Procurement Officer or other individual at that entity responsible for contracts for services.
3. The Department of Administrative Services, through Ohio's Chief Procurement Officer, shall have in place, by July 1, 2011, procedures to ensure all of the following:
  - a. All agency procurements officers (APOs), or the person with equivalent duties at each Executive Agency, have standard language in all Executive Agency contracts which:
    - i. Reflect this Order's prohibition on the purchase of offshore services.

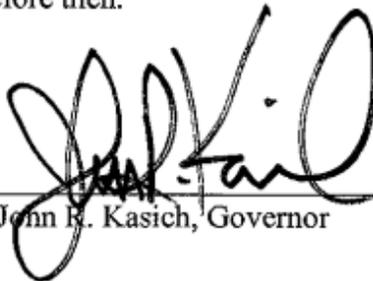
- ii. Require service providers or prospective service providers to:
    - 1. Affirm that they understand and will abide by the requirements of this Order.
    - 2. Disclose the location(s) where all services will be performed by any contractor or subcontractor.
    - 3. Disclose the locations(s) where any state data associated with any of the services they are providing, or seek to provide, will be accessed, tested, maintained, backed-up or stored.
    - 4. Disclose any shift in the location of any services being provided by the contractor or any subcontractor.
    - 5. Disclose the principal location of business for the contractor and all subcontractors who are supplying services to the state under the proposed contracts.
  - b. All APOs confirm that all quotations, statements of work, and other such proposals for services affirm this Order's prohibition on the purchase of offshore services and include all of this Order's disclosure requirements.
    - i. Any such proposal for services lacking the affirmation and disclosure requirements of this Order will not be considered.
    - ii. Any such proposal where the performance of services is proposed to be provided at a location outside the United States by the contractor or any subcontractor will not be considered.
  - c. All procurement manuals, directive, policies, and procedures reflect the requirements of this Order.
  - d. All APOs have adequate training which addresses the terms of this Order.
4. Nothing in this Order is intended to contradict any state or federal law. In addition, this Order does not apply to:
- a. Services necessary to support the efforts of the Department of Development to attract jobs and business to the state of Ohio;
  - b. Academic, instructional, educational, research or other services necessary to support the international missions of Ohio's public colleges and universities; or
  - c. Situations in which the Director of the Department of Administrative Services, or the Director's designee, shall determine that it is an emergency or that it is necessary for the State to waive some or all of the requirements of this Order. The Director shall establish standards by which Executive Agencies may request a waiver of some or all of the requirements of this Order and by which such requests will be evaluated and may be granted.
5. Executive Order 2010-09S is hereby rescinded.

**ATTACHMENT 2.13**

**Page 3**

I signed this Executive Order on June 21, 2011 in Columbus, Ohio and it will expire on my last day as Governor of Ohio unless rescinded before then.



  
\_\_\_\_\_  
John R. Kasich, Governor

ATTEST:

\_\_\_\_\_  
Jon Husted, Secretary of State

STANDARD AFFIRMATION AND DISCLOSURE FORM  
EXECUTIVE ORDER 2011-12K

Governing the Expenditure of Public Funds on Offshore Services

All of the following provisions must be included in all invitations to bid, requests for proposals, state term schedules, multiple award contracts, requests for quotations, informal quotations, and statements of work. This information is to be submitted as part of the response to any of the procurement methods listed.

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By the signature affixed hereto, the Contractor affirms, understands and will abide by the requirements of Executive Order 2011-12K. If awarded a contract, both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States.

The Contractor shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information may subject the Contractor to sanctions. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

\_\_\_\_\_  
(Address) (City, State, Zip)

Name/Principal location of business of subcontractor(s):

\_\_\_\_\_  
(Name) (Address, City, State, Zip)

\_\_\_\_\_  
(Name) (Address, City, State, Zip)

2. Location where services will be performed by Contractor:

\_\_\_\_\_  
(Address) (City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

\_\_\_\_\_  
(Name) (Address, City, State, Zip)

\_\_\_\_\_  
(Name) (Address, City, State, Zip)

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Contractor:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

Contractor also affirms, understands and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Contractor or its subcontractors before, during and after execution of any Contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Contractor to perform the services outside the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure form and have read and understand that this form is a part of any Contract that Contractor may enter into with the State and is incorporated therein.

By: \_\_\_\_\_  
Contractor

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**OHIO DEPARTMENT OF HEALTH**  
Bureau of Health Services

**RETURN TO:**  
Ohio Department of Health  
BHS  
ATTN: POLR PROVIDER ENROLLMENT  
246 N. HIGH ST., 5<sup>TH</sup> FLOOR  
COLUMBUS, OH 43215  
PH: (614) 644-7975

**PAYOR OF LAST RESORT (POLR)**  
**EARLY INTERVENTION SERVICES PROVIDER ENROLLMENT FORM**

PLEASE PRINT OR TYPE INFORMATION

SECTION 1					
Application Date	Provider Type	Individual Medicaid Provider Number	Group Medicaid Number	National Provider Identifier (NPI)	County

SECTION 2 – PROVIDER INFORMATION		
Name of Applicant (Individual or Firm):	_____	
Attention: In Care of:	_____	
Address:	_____	
City, State, Zip Code:	_____	
Telephone Number: (    )	Fax Number : (    )	E-mail address:

SECTION 3 – BILLING INFORMATION	
Information provided in this section will be used when reporting income to the Internal Revenue Service (IRS). Verification of Social Security Number or Tax Identification Number from the IRS must be attached to the enclosed W-9 Form. Applications will be incomplete and will not be processed until the completed W-9 Form and verification of tax number is received.	
Social Security Number:        -        -	Tax Identification Number:        -
Individual or Firm Name (as reported to the IRS).....	_____
Address .....	_____
City, State, Zip Code .....	_____

Billing Contact Person:	Telephone number:
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SECTION 4 – EI SERVICES PERFORMED	
1	4
2	5
3	6
License Number	License Date

**APPLICATION WILL NOT BE ACCEPTED IF THIS OATH IS OMITTED.**

I solemnly swear or affirm that the answers I have made to each and all of the questions in this application are complete and true to the best of my knowledge and beliefs. I hereby waive all provisions of law forbidding colleges or universities which I attended or past employers from disclosing any knowledge of information which they thereby acquired relevant to my employment and I hereby consent they may disclose such knowledge or information to the Bureau for Children with Medical Handicaps, Ohio Department of Health.

\_\_\_\_\_  
Signature of Applicant or Authorized Agency

## INSTRUCTIONS FOR POLR PROVIDER ENROLLMENT FORM

### SECTION 1

- A. Enter the current date in box labeled "Application Date."
- B. Select your correct classification from Table 1 and enter in the box labeled "Provider Type."
- C. Enter applicant's individual Ohio Department of Job and Family Services' (ODJFS) Medicaid Provider number in box labeled "Individual Medicaid Provider Number."
- D. If you are a member of a group of providers, enter the ODJFS Medicaid group provider number in box labeled "Medicaid Group Number."
- E. Enter your National Provider Identifier Number (Individual or Group)
- F. Enter the county in which you do business in box labeled "County".

**Table 1 - Provider Type**

01 - General Hospital 04 - Outpatient Health Facility 20 - Physician (MD) 21 - Physician group, billing only 22 - Physician (DO) 23 - Osteopath group, billing only 25 - Dietitian	32 - Service Coord., billing only 34 - Service Coordinator 35 - Optometrist 39 - Physical Therapy 40 - Speech Therapy 41 - Occupational Therapy	42 - Psychologist 52 - Public Health Dept. 53 - Rehabilitation Clinic 60 - HH Agency 74 - Optician 76 - Medical Equipment Supplier
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### SECTION 2

- Line 1 - Name of applicant
- Line 2 - Attention Line: Individual Firm
- Line 3 - Address: Enter number and street of MAIN business address
- Line 4 - City, State, Zip Code-Enter city, state and zip code of physical address
- Line 5 - Telephone number and area code

### SECTION 3

- Line 1 - Social security number or Federal tax identification number-Enter the social security number or Tax identification number when reporting income to the Internal Revenue Services (IRS).
- Line 2 - Individual or Firm Name - Enter name exactly as recorded with the IRS.
- Line 3 - Address - Enter the address used for billing only. (If different from IRS verification, please Submit in writing).
- Line 4 - Billing address City, State and Zip code.
- Line 5 - Enter contact person for billing only.

### SECTION 4

Select EI service(s) performed from Table 2 and enter on Lines 1-6.

**Table 2 - Services Performed**

07 - Outpatient Hospital (PT, OT, ST) 20 - Health Services 28 - Nutrition Services 32 - Assistive Technology 33 - Service Coordination	43 - Medical Services 45 - Dental Services 47 - Vision Services 48AB - Psychological Services 50 - Nursing Services	51 - Physical Therapy Services 53 - Speech Therapy 53 - Audiology Services 54 - Occupational Therapy
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