

Network Provider Home Health Care Agency Contract

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APPENDIX:

NETWORK FACILITY CREDENTIALING INFORMATION NETWORK FACILITY APPLICATION REQUIREMENTS NETWORK FACILITY APPLICATION CONTRACT SIGNATURE PAGE



Network Provider Home Health Care Agency Contract

It is hereby agreed between the Office of Management and Enterprise Services Employees Group Insurance Division (EGID), and the Home Health Care Agency named on the signature page, that the Home Health Care Agency shall be a Provider in EGID's network of providers.

This Contract is entered into for the purpose of defining the conditions for reimbursement by EGID to the Home Health Care Agency. It in no way is meant to impact on the Home Health Care Agency's decision as to what are considered appropriate home health care services.

I. RECITALS

- 1.1 EGID (EGID) is a statutory body created by 74 O.S.2012, § 1301 et seq., as amended, to administer and manage certain insurance benefits for employees of the State of Oklahoma.
- 1.2 The Provider is a Medicare and/or Joint Commission certified Home Health Care Agency and satisfies additional credentialing criteria as established by EGID.
- 1.3 The intent of this Contract is to provide access to enhanced quality health care, utilizing managed care components, at an affordable, competitive cost to EGID and its members.
- 1.4 Failure to abide by any of the following provisions may result in non-renewal of the Contract or may be cause for termination.

II. **DEFINITIONS**

- 2.1 "Allowable Fee" means the maximum charge payable to a Home Health Care Agency for a specific procedure in accordance with the provisions in Article VI of this Contract. The Home Health Care Agency shall charge the usual and customary fee unless the fee schedule limits otherwise.
- 2.2 "Credentialing Plan" means a general guide and process for the acceptance, cooperation and termination of participating Home Health Care Agencies and other health care providers.
- 2.3 "Emergency medical condition" means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) so that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in a condition described in clause (i), (ii), or (iii) of section 1867(e)(1)(A) of the Social Security Act (42 U.S.C. 1395dd(e)(1)(A)).
- 2.4 HELP/Wellness (Health Education Lifestyle Planning) means the program established to actively promote responsible behavior and the adoption of lifestyles that are in the best interest of the Plan member's good health.

- 2.5 "Home Health Care Services" means home health care services that are covered by the Employees Health Insurance Plan.
- 2.6 "Medically Necessary" means services or supplies that, under the provisions of this Contract, are determined to be:
 - a) appropriate and necessary for the symptoms, diagnosis or treatment of the medical condition, and
 - b) provided for the diagnosis and treatment of the medical condition, and
 - c) within standards of acceptable, prudent medical practice within the community, and
 - d) not primarily for the convenience of the member, the member's Home Health Care Agency or another provider, and
 - e) any condition which, if left untreated, could deteriorate into a life threatening situation, and
 - f) the most appropriate supply or level of service that can safely be provided.
- 2.7 "Medical Services" means the professional services provided by a Network Provider and covered by the Employees Insurance Plan.
- 2.8 "Members" means all persons covered by the Group Insurance Plans, including active, retired, or vested employees, survivors and others on approved leave or disability and their covered dependents eligible at the time of service.
- 2.9 "Network Provider" means a Home Health Care Agency who has entered into this Contract with EGID to accept scheduled reimbursement for covered medical services provided to members.
- 2.10 "Prior Authorization" means a function performed by EGID, or its designee, to review for medical necessity in identified areas of practice as defined at 7.1 of this Contract, prior to services being rendered.
- 2.11 "Employees Health Insurance Plan" means the HealthChoice benefit plan designed to enhance the quality of care, and to financially incentivize members to use Network Providers.
- 2.12 "Third Party Payor" means an insurance company or other entity making payment directly to the Home Health Care Agency on behalf of EGID.

III. RELATIONSHIP BETWEEN EGID AND THE HOME HEALTH CARE AGENCY

- 3.1 EGID has negotiated and entered into this Contract with the Home Health Care Agency on behalf of the individuals who are members of the Employees Health Insurance Plan. The Home Health Care Agency is an independent contractor who has entered into this Contract to become a Network Provider and is not, nor is intended to be, the employee, agent or other legal representative of the EGID in the performance of the provisions of this Contract. Nothing in this Contract shall be construed or be deemed to create a relationship contrary to that of independent contractor for the purposes of this Contract.
- 3.2 EGID and the Home Health Care Agency agree that all of the parties hereto shall respect and observe the provider/patient relationship that will be established and maintained by the Home Health Care Agency. The Home Health Care Agency may choose not to establish a

provider/patient relationship if the Home Health Care Agency would have otherwise made the decision not to establish a provider/patient relationship had the patient not been a member. The Home Health Care Agency reserves the right to refuse to furnish services to a member in the same manner as he would any other patient.

3.3 Nothing in this Contract is intended to be construed, or be deemed to create any rights or remedies in any third party, including but not limited to, a member or a Network Provider other than the Provider named in this Contract.

IV. HOME HEALTH CARE AGENCY SERVICES AND RESPONIBILITIES

- 4.1 The Home Health Care Agency agrees to provide quality home health care services in a cost efficient manner.
- 4.2 For the purpose of reimbursement, the Home Health Care Agency shall provide home health care services to members that are medically necessary and covered under the Health Insurance Plan.
- 4.3 The Home Health Care Agency agrees to make reasonable effort to refer covered members to those Network Hospitals or other Network Providers, with which EGID contracts, for medically necessary services that the Home Health Care Agency cannot or chooses not to provide. Failure of the Home Health Care Agency to use Network Providers will result in a review pursuant to the credentialing plan.
- 4.4 The Home Health Care Agency shall participate in the prior authorization procedures provided in Article VII and for purposes of reimbursement to abide by decisions resulting from those reviews subject to rights of reconsideration, review and appeal.
- 4.5 The Home Health Care Agency shall provide patient progress update reports to EGID by phone, mail, or fax. This may result in a modification of the approved length of services.
- 4.6 The Home Health Care Agency shall accurately complete the Network Home Health Care Agency Application that is attached to and made part of this Contract. The Home Health Care Agency shall notify EGID's Network Manager of any change in the information contained in the Application within 15 days of such change, including resolved litigation listed as "pending" on the original Application.
- 4.7 The Home Health Care Agency shall reimburse the EGID for any overpayments made to the Home Health Care Agency within 30 days of the Home Health Care Agency's receipt of the overpayment notification.
- 4.8 The Home Health Care Agency shall submit to a patient record audit upon 48 hours advance notice.
- 4.9 The Home Health Care Agency shall participate in HELP/Wellness promotions sponsored by EGID, at EGID's allowable under the terms of the promotion.

V. EGID SERVICES AND RESPONSIBILITIES

- 5.1 EGID agrees to pay the Home Health Care Agency compensation pursuant to the provisions of Article VI.
- 5.2 EGID agrees to grant the Home Health Care Agency the status of "Network Home Health Care Agency" and to identify the Home Health Care Agency as a Network Provider on informational materials disseminated to members.
- 5.3 EGID agrees to continue listing the Home Health Care Agency as a Network Provider until this Contract terminates.
- 5.4 EGID agrees to periodically provide the Home Health Care Agency access to a list of all Network Providers.
- 5.5 EGID agrees to provide appropriate identification cards for members.
- 5.6 EGID agrees to adhere to confidentiality of patient's records and to only release pertinent clinical information in accordance with state and federal guidelines.
- 5.7 EGID shall give a 48 notice prior to an audit.
- 5.8 EGID shall maintain a prior authorization program in order to aid its members in making decisions that will maximize medical benefits and reduce their financial risk.

VI. COMPENSATION AND BILLING

- 6.1 The Home Health Care Agency shall seek payment only from EGID for the provision of home health care services except as provided in paragraphs 6.3, 6.4, and 6.10. The payment from the State and Education Employees Health Insurance Plan shall be limited to the amounts referred to in paragraph 6.2.
- 6.2 EGID agrees to pay the Home Health Care Agency's designated per diem value or billed charges for each procedure or the fee set by EGID for that procedure, whichever is less.
 - a) EGID may reduce the payment by any deductibles, coinsurance and copayments.
 - b) EGID shall have the right to categorize what shall constitute a procedure.

 EGID and the member's financial liability shall be limited to the procedures allowable as determined by EGID, paid by applying appropriate coding methodology, whether the Home Health Care Agency has billed appropriately or not. The per diem rates do not include any professional component fees which are considered for payment according to separately billed CPT codes.
 - c) The Home Health Care Agency agrees not to charge more for medical services to members than the amount normally charged (excluding Medicare) by the Home Health Care Agency to other patients for similar services. The Home Health Care Agency may, however, contract with other third party payors for services. The Home Health Care Agency's usual and customary charges may be requested by the EGID and verified through an audit.

- 6.3 The Home Health Care Agency agrees that the only charges for which a member may be liable and be billed by the Home Health Care Agency shall be for medical services not covered by State and Education Employees Health Insurance Plan, or as provided in paragraphs 6.4 and 6.9. The Home Health Care Agency shall not waive any deductibles, copayments and coinsurance required by EGID, except during times of HELP/Wellness promotions, when the copayment/coinsurance is waived by EGID.
- 6.4 The Home Health Care Agency shall not collect amounts in excess of the Plan limits unless the member has exceeded his/her annual or lifetime maximum.
- 6.5 The Home Health Care Agency shall refund within 30 days of discovery to the member any overpayments made by the member.
- In a case in which EGID is primary under applicable coordination of benefit rules, EGID shall pay the amounts due under this Contract. In a case in which EGID is other than primary under the coordination of benefit rules, EGID shall pay only those amounts not payable from other sources pursuant to the applicable coordination of benefit rules, up to EGID's maximum liability under the terms of this Contract.
- 6.7 The Provider shall bill EGID on forms acceptable to EGID within 60 days of performing the home health care services. The Home Health Care Agency shall submit claims to EGID, accompanied with the following documentation:
 - a) progress notes,
 - b) physician's signed treatment plan, and
 - c) an itemized statement.
- 6.8 The Home Health Care Agency shall use the current CPT codes with appropriate modifiers and ICD diagnostic codes, when applicable. The Home Health Care Agency shall furnish, upon request at no cost, all information, including medical records, required by EGID to verify and substantiate the provision of medical services and the charges for such services if the member and the Provider are seeking reimbursement through EGID.
- 6.9 EGID shall reimburse the Home Health Care Agency within 30 days of receipt of billings that are accurate, complete and otherwise in accordance with Article VI of this Contract. EGID will not be responsible for delay of reimbursement due to circumstances beyond EGID's control.
- 6.10 The Home Health Care Agency shall not charge the member for medical services denied during prior authorization procedures described in Article VII, unless the Home Health Care Agency has obtained a written waiver from that member. Such a waiver shall be obtained only upon the denial of prior authorization and prior to the provision of those medical services. The waiver shall clearly state that the member shall be responsible for payment of medical services denied by EGID.
- 6.11 EGID shall have the right at all reasonable times and, to the extent permitted by law, to inspect and duplicate all medical and billing records relating to home health care services rendered to covered members at no cost to EGID or the member.

VII. UTILIZATION REVIEW

- 7.1 The Home Health Care Agency shall adhere to and cooperate with EGID's prior authorization procedures. These procedures do not guarantee a member's eligibility or that benefits are payable, but assure the Home Health Care Agency that the medical services to be provided are covered under the Plan. Failure to obtain prior authorization shall result in the Home Health Care Agency's reimbursement being penalized by 10% if medical necessity is confirmed retrospectively and, if not confirmed, there shall be no reimbursement.
- 7.2 EGID shall maintain review procedures and screening criteria that take into account professionally acceptable standards for quality home health care in the community. EGID or its designee shall consider all relevant information concerning the member before medical necessity is approved or denied.
- 7.3 The prior authorization requirements are intended to maximize insurance benefits assuring that services are provided to the member at the appropriate level of care. In no event is it intended that the prior authorization procedure interfere with the Home Health Care Agency's decision regarding the patient's care.
- 7.4 The Home Health Care Agency shall request prior authorization from EGID before providing home health care services. The Home Health Care Agency shall be prepared to give the following information:
 - a) patient's name
 - b) member's name
 - c) member's social security number
 - d) patient's age and sex
 - e) diagnosis and brief description of case
 - f) scheduled date services are to begin
 - g) patient status (i.e., employee, dependent)
 - h) treatment plan to include physician's letter of medical necessity, signed physician's orders and estimated duration of service. The written plan must be submitted to the EGID.
- 7.5 EGID shall not retrospectively deny any previously approved care. The Home Health Care Agency and/or its designee shall update EGID, or its designee, as the member's condition or diagnosis changes. Updated information may result in a change of the originally approved length of stay.
- 7.6 Upon the member's request, EGID shall reconsider any non-approved services. The Home Health Care Agency may submit a formal written appeal to EGID.

VIII. LIABILITY AND INSURANCE

8.1 Neither party to this Contract, EGID nor the Home Health Care Agency, nor any agent, employee or other representative of a party, shall be liable to third parties for any negligent act by commission or omission of the other party in performance of this Contract and the terms and provisions herein.

8.2 The Home Health Care Agency shall be required to obtain general and medical liability coverages for the acts and omissions of the Home Health Care Agency and its employees and agents. Such coverage shall be maintained at a level of not less than that which is mandated by state statute or less than \$1,000,000 per incident, when the Home Health Care Agency is not regulated by statute. If coverage is lost or reduced below specified limits, this Contract may be canceled by the EGID.

IX. MARKETING, ADVERTISING AND PUBLICITY

- 9.1 EGID shall encourage its members to use the services of the Network Home Health Care Agency.
- 9.2 EGID shall have the right to use the name, office address, telephone number and specialty of the Home Health Care Agency for purposes of informing its members and prospective members of the identity of the Network Providers.
- 9.3 The Home Health Care Agency, upon prior approval of EGID, shall have the right to publicize the Provider status in the EGID's Network of Home Health Care Agencies.

X. DISPUTE RESOLUTION

10.1 EGID and the Home Health Care Agency agree that their authorized representatives will meet in a timely manner and negotiate in good faith to resolve any problems or disputes that may arise in performance of the terms and provisions of this Contract. Nothing in this Article shall interfere with either party's rights under Article XI.

XI. TERM AND TERMINATION

- 11.1 The term of this Contract shall commence on the effective date on the signature page, and shall remain in effect until terminated by either party subject to 11.2.
- 11.2 Either party may terminate this Contract with or without cause, upon giving 30 day notice pursuant to 12.2.
- 11.3 Nothing in this Contract shall be construed to limit either party's remedies at law or in equity in the event of a material breach of this Contract.
- 11.4 This Contract shall terminate with respect to a Home Health Care Agency upon:
 - a) the loss or suspension of the Home Health Care Agency's Medicare and/or Joint Commission certification; or
 - b) failure to maintain Home Health Care Agency's professional liability insurance in accordance with this Contract.
- 11.5 Following the effective date of termination, this Contract shall be of no further force or effect, except that each party shall remain liable for any obligations or liabilities arising from activities carried on by it hereunder prior to the effective date of termination of this Contract.

11.6 Following termination of this Contract, EGID shall continue to have access to the Home Health Care Agency's records of care and services provided to members for five years from the date of provision of the services to which the records refer as set forth in Paragraph 6.10.

XII. GENERAL PROVISIONS

- 12.1 This Contract or any of the rights, duties, or obligations of the parties hereunder, shall not be assigned by either party without the express written consent and approval of the other party.
- 12.2 At any place within this Contract that notice is required, it is the intention of the parties that only those with regard to termination by either party of participation in the Contract must be sent by certified mail, a return receipt requested, at no other time when notice is required by this Contract is there an obligation by either party to use certified mail. The Network Newsletter serves as the primary method by which providers receive all other notifications mandated by the terms of the provider contracts. These notices from EGID may be sent via electronic newsletters distributed electronically to each Network Provider's correspondence email address. Printed newsletters are sent via the postal service to the mailing address on record for providers without internet access or those who have undeliverable email addresses.
- 12.3 Notwithstanding the provisions of Paragraph 12.1 of this Contract, EGID may appoint an administrator to administer any of the terms of the Network Contract referenced herein, and any and all duties or acts required of EGID under this Contract and to receive any notices required by this Contract.
- 12.4 This Contract, together with its exhibits, contains the entire agreement between EGID and the Home Health Care Agency relating to the rights granted and the obligations assumed by the parties concerning the provision of medical services to members. Any prior agreements, promises, negotiations, or representations, either oral or written, relating to the subject matter of this Contract not expressly set forth in this Contract are of no force or effect.
- 12.5 This Contract, or any part, section or exhibit of, or attached to it, may be amended at any time during the term of the Contract by mutual written consent of duly authorized representatives of EGID and the Home Health Care Provider.
- 12.6 This Contract is subject to all applicable Oklahoma State Statutes and Rules and Regulations. Any provision of this Contract that is not in conformity with existing or future legislation shall be considered amended to comply with such legislation. Any interpretations or disputes with respect to contract provisions shall be resolved in accordance with the laws of the State of Oklahoma.
- 12.7 The terms and provisions of this Contract shall be deemed to be severable one from the other, and the determination at law or in a court of equity that one term or provision is unenforceable, shall have no effect on the remaining terms and provisions of this entire Contract, or any one of them, in accordance with the intent and purpose of the parties hereto.
- 12.8 All Providers certify that neither they nor their principals are presently debarred or suspended or otherwise ineligible according to the Excluded Parties List System (EPLS)/Office of Inspector General (OIG) excluded provider lists.



Network Facility Credentialing Information Contract/Application

HealthChoice requires all three addresses on the respective pages of the application.

- Service Address This address is used for the location where health care services are performed and/or
 the physical location of the provider. The service address will be used for the on-line provider directory
 which is used by members and providers to identify and locate all HealthChoice Network Providers.
- 2. **Mailing Address** Mailing contact information, if listed, will be utilized for all legal, contractual notices as defined in section 11.2 or 12.2 of the facility contracts. An email address must be included for this contact in order to access the online fee schedules. All notices will be sent electronically.
- 3. **Billing Address** This address is used for submitting all claims to HealthChoice for processing and appears in box 33 of the CMS-1500 claim form or box 2 on the UB-04. If box 2 is not used by the facility, the billing address appears in Box 1 of the UB-04. Claims will be paid exclusively to the billing address.

Each address must have a corresponding phone number, email address, fax number and contact person.

Insurance Certificate/Face Sheet must have name of the applicant listed as the insured. The insurance limits must be at the levels required in the contract and must indicate clearly the coverage type(s) stated in the contract. Product liability coverage in lieu of professional/medical liability is acceptable for DME only.

W-9 forms must be signed and list only the Tax ID number for each location listed on the application which will be used on claim forms

Please return entire application packet with the new information.

Claim information is available through the Medical and Dental Claims Administrator Web Site HealthChoice Connect at http://www.healthchoiceconnect.com/. Go to Provider Login, then New Provider Registration to register for a user ID and password.



Network Facility Application Requirements

Thank you for your interest in the HealthChoice Provider Network.

Please complete the attached Application and submit with the required attachments listed below.

Complete all sections of the application. If an area of inquiry is not applicable to the facility, please indicate. If you need additional space to provide complete answers, attach additional sheets of paper and clearly indicate the item to which each sheet applies.

Retain the Contract for your records.

REQUIRED ATTACHMENTS				
Please attach a copy of each of the following documents to your completed Application:				
	Current state(s) license(s)			
	Face Sheet of current general and medical liability insurance policy Insurance Certificate/Face Sheet must have the name or the Facility listed as the insured. The insurance limits must be at the levels in the Contract and must indicate clearly that it is general and medical liability coverage.			
	W-9 form for each Federal Tax Identification Number W-9 forms must be signed and list only the Federal Tax Identification Number listed on the Application which will be used on claim forms submitted to HealthChoice.			
	Contract Signature Page			
	Copy of Medicare Certification Letter			
	Copy of TJC, AAAHC, or CARF Accreditation (if applicable)			

Incomplete applications will be returned.



Network Facility Application

The completed Network Facility Application should be returned to the Office of Management and Enterprise Services Employees Group Insurance Division in its entirety, accompanied by the applicable attachments. You may mail, fax or email the completed application to:

Office of Management and Enterprise Services Employees Group Insurance Division ATTN: Network Management

3545 N.W. 58th St., Ste. 600 Oklahoma City, OK 73112

Phone: 1-405-717-8790 or 1-844-804-2642

Fax: 1-405-717-8977

EGID.NetworkManagement@omes.ok.gov

General In	nformation				
Legal Name of Owner:					
Trade Name/DBA:					
Medicare Facility Classification:					
License In	formation				
State:					
License Number:					
Expiration Date:					
A copy of facility license is required for each state of pr					
Accreditation					
Is this Facility accredited by The Joint Commission:	□Yes	□No			
The Joint Commission Program ID Number:					
Date of most current accreditation:	Exp	iration Date:			
Is this Facility accredited by the AAAHC?	□Yes	\square No			
Date of most current accreditation:	Exp	iration Date:			
Is this Facility accredited by CARF?	□Yes	□No			
Date of most current accreditation:	Expi	iration Date:			

Insurance Information

Copy of Insurance Certificate/face sheet is required. Please provide the following information about the Facility's current general and medical liability insurance coverage. Name of Carrier: Limits of General and Medical Liability Per Occurrence: Expiration Date: **Important Facility Contacts** CEO/Administrator: Telephone Number: Fax Number: Email Address: CFO: Telephone Number: Fax Number: Email Address: Credentialing Contact: Telephone Number: Fax Number: Email Address: **Address Information** Federal Tax ID Number: National Provider Identification: Attach a completed W9 form for each Federal Tax ID number. Physical Address – physical location of the Facility THIS ADDRESS AND PHONE NUMBER WILL APPEAR ON THE WEBSITE PROVIDER DIRECTORY. Physical Address: _____ City ZIP State Phone: Fax: Contact Person: Email Address:

Mailing Addre	SS				
Mailing Address:					
_					710
DI	City		F	State	ZIP
Phone:					
Contact Person:					
	formation, if listed ity contracts. An o	l, will be utilized for email address mus	or all legal, con	tractual notices as	s defined in section 11.2 rder to access the online
Billing/Remit A	Address – for cl	laims payments	and remitta	ance statement	S
ALL BILLING IN CLAIMS SUBMIT	ITED.				FLECTED ON THE
Billing Office Nan	ne (if applicable):_				
Billing Address:_					
_	City			State	ZIP
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Contact Person:					
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Federal Tax ID Nu Attach a complete				· Identification:	
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Email Address:					

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Phone:			Fax:		
Email Address:					
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CLAIMS SUBMIT	ΓED.				FLECTED ON THE
Name Submitted on	Claims:				
Billing Office Name	(if applicable):				
Billing Address:					
	City			State	ZIP
Phone:			Fax:		
Contact Person:					
Email Address:					

Please use copies of these pages to report any additional locations.



Network Provider Home Health Care Agency Contract Signature Page

The Office of Management and Enterprise Services Employees Group Insurance Division (EGID), and the facility incorporated by reference the terms and conditions of the Network Facility Contract into this signature page and acknowledge EGID and the Facility further agree that the effective date of the Contract is the effective date denoted on the copy of the executed signature page returned to the Facility. The original of the signed document will remain on file in the office of EGID.

FOR THE FACILITY:	FOR EGID:
Legal Name of Owner (Typed or Printed)	Paul S. King Deputy Administrator Employees Group Insurance Division
Trade Name/DBA (Typed or Printed)	Employees Group insurance Division
Federal Tax ID Number	
Address of the Facility:	
Authorized Officer or Representative (Typed or Printed)	
Title	
Signature	
Signature Date	

Please return the completed Application, Signature Page, and required attachments to:

Office of Management Enterprise Services Employees Group Insurance Division ATTN: Network Management 3545 N.W. 58th St., Ste. 600 Oklahoma City, OK 73112

Phone: 405-717-8790 or 844-804-2642

Fax: 405-717-8977

EGID.NetworkManagement@omes.ok.gov