

***Advantage* PROGRAM
ENVIRONMENT MODIFICATIONS
CONDITIONS OF PROVIDER PARTICIPATION**

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ADvantage PROGRAM ENVIRONMENTAL MODIFICATIONS

The following Conditions of Provider Participation are applicable to funds administered by the Oklahoma Health Care Authority and the Oklahoma Department of Human Services (DHS), in accordance with policy developed by the Aging Services Division, for the Home and Community-Based Services 1915(c) Medicaid Waiver for Aged and Disabled used in the ADvantage Program.

The Long Term Care Authorities of Enid and Tulsa serve as the Administrative Agent (AA) for the ADvantage Program.

The Provider agrees to comply with the Conditions of Provider Participation, as indicated by the Authorized Agent for the Provider signing the last page of the Conditions of Provider Participation document. Further conditions to the contract may be added as deemed necessary by DHS and, if added, will be submitted for the Provider's signature. Any modification to this document by the Provider shall render the Provider's ADvantage Program qualification null and void. The Conditions of Provider Participation shall not supercede any Federal, State, or regulatory body statutes, laws, or regulations.

PROVIDER ELIGIBILITY

- A. The Provider ensures that where State or local jurisdictions require licensure for the provision of services, the agency shall hold a current license in good standing.
- B. The Provider agency shall be in compliance with existing rules and regulations governing the ADvantage Program services being provided.
- C. The Provider must have a valid Medicaid number established by the State Medicaid Agency to receive Medicaid reimbursement.

GENERAL CONDITIONS

- A. The Provider of ADvantage Program services understands and agrees that the primary purpose of the ADvantage Program is to provide alternatives to prevent premature institutionalization through home and community-based services for the targeted population groups who meet ADvantage Program medical and financial eligibility.
- B. The Provider ensures the continuation and enforcement of already existing licensure and certification requirements for services and for individuals who furnish services provided under the ADvantage Program.
- C. The Provider ensures that it has the authority and capacity to implement and perform the program of services agreed upon.

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- D. The Provider agrees it will not use the words “advantage” or “personal care” or “state plan” in the name of the Provider or any programs offered by the Provider directly to Medicaid Members.

SAFETY AND PROTECTION OF MEMBERS

- A. The Provider ensures, that necessary safeguards have been taken to protect the health and welfare of the recipients of the services. These safeguards must include adequate standards for all types of Providers that provide services under the *ADvantage* Program.
- B. The Provider agrees to operate the program in full compliance with all applicable Federal, State, and local standards, including fire, health, safety, and sanitation standards prescribed by law or regulation.
- C. The Provider ensures that it will protect the human rights of its Members by providing services without discrimination as to race, color, religion, sex, national origin, sexual orientation, disability or, unless program enabling legislation permits, on the basis of age. It further ensures that it will provide an environment free from physical, emotional, or mental abuse, neglect and/or exploitation for its Members and employees.
- D. The Provider ensures that conditions or circumstances that place the Member, or the household of the Member, in imminent danger will be brought to the attention of the *ADvantage* case manager or appropriate officials, including Adult Protective Services.
- E. The Provider ensures that it will follow the process for reporting abuse, neglect, and/or exploitation as established in 43A OK. Stat. Ann. Sec. 10-104.
- F. The Provider agrees that when it or an individual staff member is under investigation for abuse, neglect, and/or exploitation of a Medicaid Member, it will fully cooperate with the AA, DHS, and any regulatory body to achieve timely resolution of the investigation. Non-compliance may result in suspension of additional referrals from the *ADvantage* Program.

SERVICE DELIVERY

- A. The Provider shall deliver services in accordance with each Member’s authorized service plan.
- B. The Provider agrees that all work will be scheduled and performed in such a manner as to be of minimal inconvenience or disruption to the Member’s lifestyle.

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- C. The Provider shall immediately notify the Member's *ADvantage* Program case manager if, for any reason, the Provider is unable to deliver planned modifications. The Provider shall supply the *ADvantage* Program case manager with the following information: Member identification information, the circumstances precluding service delivery, and whether subsequent service orders will be affected.

SPECIFIC ASSURANCES

- A. The Provider shall guarantee all labor and materials to be free of defect for a period of one year from date of acceptance.
- B. The Provider shall ensure that all improvements and modifications are made in accordance with local and State building codes and conform to American National Standards Institute (ANSI) standards or ADA Accessibility Guidelines for Buildings and Facilities (28CFR36, Appendix A). Any exception will require AA approval.
- C. The Provider shall install manufactured items or materials in strict accordance with the manufacturer's recommended specifications.
- D. The Provider shall remove all equipment, materials, and debris from site upon completion of work.
- E. The Provider shall carry sufficient insurance, or bonding, to indemnify persons for injury to their person or property occasioned by an act of negligence or malfeasance by the Provider.

CONFIDENTIALITY

- A. The Provider ensures that no information concerning an *ADvantage* Member shall be disclosed without the informed consent of the *ADvantage* Member.
- B. The Provider ensures that lists of Members compiled pursuant to *ADvantage* Program operations shall be used solely for the purpose of providing *ADvantage* Program services, and under no circumstances will they be made available to any individual or organization other than the Center for Medicare/Medicaid Services (CMS), DHS, or their respective designees.

FISCAL CONDITIONS

- A. The Provider shall not bill any *ADvantage* Program Member directly for any service delivered, nor will it solicit voluntary contributions from *ADvantage* Program Members.

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- B. The Provider agrees that all material and labor costs for authorized environmental modification services provided are the responsibility of and shall be paid in full by the Provider.
- C. The Provider agrees that DHS is not liable for any service costs arising from changes, modifications, or extra work orders not previously authorized by the AA.
- D. The Provider agrees that prior to claims submission for reimbursement the AA must receive the Member's signed documentation that authorized services were delivered and deemed acceptable to the Member.
- E. The Provider ensures it will submit program and financial reports to DHS or its designees, as required.
- F. The Provider will submit a completed Affidavit of Provider Non-Collusion (form ADv6d6) to the AA.

CODE OF ETHICS

- A. The Provider must distribute to all employees providing services under an *ADvantage* Program a written Code of Ethics that shall include, at a minimum, the following:
 - No abuse, neglect, or exploitation of Members;
 - No use of Member's vehicle;
 - No use of Member's personal possessions not required for service delivery;
 - No consumption of the Member's food or drink (except water);
 - No use of the Member's telephone for personal calls;
 - No discussion of the employee's or others' personal problems, religious, or political beliefs with the Member;
 - No acceptance of gifts or tips from the Member;
 - No friends or relatives brought to the Member's home;
 - No consumption of alcoholic beverages or use of medicine or drugs for any purpose other than medical in the Member's home or prior to service delivery;
 - No smoking in the Member's home;
 - No solicitation or borrowing of money or goods from the Member;

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- No breach of the Member's privacy or confidentiality of records;
- No purchase of any item from the Member, even at fair market value;
- No assumption of control of the financial and/or personal affairs of the Member;
- No removal of anything from the Member's home.

MEMBER FREEDOM OF CHOICE

- A. The Provider ensures that its employees or other Provider representatives will not make solicitous, misleading, or false statements to induce an *ADvantage* Member to purchase goods or services that may be paid for by the Medicare/Medicaid programs or to induce the Member to purchase Medicare/Medicaid services from a particular Medicare/Medicaid Provider.

CHANGE IN OPERATIONS

- A. The Provider shall inform the AA of a change of operations within the agency in writing and by mail. A change in operations would include, but is not limited to: a change of address (either physical or mailing), a change of telephone number, a change of fax number, a change of the individual authorized to sign for the agency, a change in the name of the agency contact person, and a change in the Provider's Federal Employer's Identification Number. The Provider agrees to submit this written notification 30 days in advance of the change of operations or as soon as possible if the Provider cannot provide 30 days advanced notice.

CHANGE IN OWNERSHIP

- A. The Provider shall notify the AA of a change of ownership of the business, and will provide proof of the ownership change in writing and by mail. The Provider agrees to submit written notification a minimum of 30 days in advance of the anticipated change in ownership.

Agency _____

Authorized Agent _____ Date _____