

**CONDITIONS OF PROVIDER PARTICIPATION
IN THE *ADvantage* PROGRAM**

CONDITIONS OF PROVIDER PARTICIPATION

ADvantage Program for Case Management, Home Care, Hospice, and Adult Day Health Providers

LONG TERM CARE AUTHORITIES OF ENID AND TULSA AND AGING SERVICES
DIVISION OF THE OKLAHOMA DEPARTMENT OF HUMAN SERVICES

The Parties involved in the ADvantage Program

The Oklahoma Health Care Authority (OKHCA) is the single state agency, which the Oklahoma Legislature has designated through 63 O.S. § 5009(B) to administer Oklahoma's Medicaid Program. Under Medicaid, the state and federal governments share in the cost of providing health care to certain indigent persons based upon criteria established by the State within the parameters of federal law.

The Oklahoma Department of Human Services has an interagency agreement with the Oklahoma Health Care Authority to determine financial and medical eligibility for waiver participants and general oversight of the *ADvantage* Program.

The Long Term Care Authorities of Tulsa and Enid (dba LTCA – Oklahoma) is contracted with the Oklahoma Department of Human Services (OKDHS) to operate the *ADvantage* Program as the Administrative Agent (AA).

The definition of "Provider" as used in this document shall mean BOTH Case Management Providers and Home Care Providers unless individually and specifically prefaced by the words "Home Care" OR "Case Management" and when applicable Hospice and Adult Day Health Providers. All providers must hold a valid and current Medicaid contract with the OKHCA to participate within the *ADvantage* Program.

All Providers shall adhere to the following legal source documents, which do not contradict but support and further define each other, the Federal Medicaid Statutes and Regulations, the OKHCA Medicaid Contract, Oklahoma Administrative Code, State statutes and rules governing practice of provider's service profession, Conditions of Provider Participation in the *ADvantage* Program, *ADvantage* Program Service Standards, and the *ADvantage* Program Consumer Assurances. Legal source documents will be sighted within the Conditions of Provider Participation as applicable, however; exclusion from the Conditions of Provider Participation does not negate the expectation of Providers to follow all legal source document requirements. The Conditions of Provider Participation shall not supersede any Federal, State, or regulatory body statutes, laws, or regulations.

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

CONDITIONS OF PROVIDER PARTICIPATION

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 OKDHS 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 certification null and void.

Provider Eligibility for Contracting as an *ADvantage* Provider

- A. The Provider shall be registered with the Secretary of State in its home state of incorporation and filed with the Tax Commission and/or Secretary of State any business/operating applications or registrations required by its home state of incorporation and by the State of Oklahoma.
- B. The Provider shall have the required licensure for the provision of services by state or local jurisdiction, and the Provider shall maintain a current license.
- C. The Provider shall have a valid Medicaid number established by the State Medicaid Agency unless specified otherwise to receive Medicaid reimbursement.
- D. The Provider meets the minimum qualifications specific to the particular service(s) as established by Oklahoma and Federal law and additional minimum qualifications as specified in the service standards for the *ADvantage* Program.
- E. The Provider shall be in compliance with existing rules and regulations governing the specific Medicaid Program for which services are being provided.
- F. The Provider shall operate their business and provide services in accordance with information submitted in the Provider Certification Application and in compliance with all Conditions of Provider Participation
- G. The Provider shall be certified to provide specific *ADvantage* Program Waiver service(s) and holds a current Medicaid contract.

GENERAL CONDITIONS

- A. The Provider shall presently have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be rendered. The Provider further agrees that no persons having such interest shall be employed.
- B. The Provider, if applicable, shall operate all facilities covered by Section 1616(e) of the Social Security Act, in which home and community-based services will be provided, are

CONDITIONS OF PROVIDER PARTICIPATION

in compliance with applicable State standards that meet the requirements of 45 CFR Part 1397 for board and care facilities.

- C. The Provider shall continually meet existing licensure and certification requirements for services and all employees who hold professional licensure will be in good standing.
- D. The Provider shall have written personnel policies in compliance with applicable Federal and State laws and that these policies have been communicated to all staff.
- E. The Provider shall not hold OKDHS responsible for any modification, construction, purchasing of equipment or supplies required to bring the business into compliance with rules or regulations to provide services to Medicaid Consumers.
- F. The Provider shall 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 Consumers.
- G. The Provider shall have, under its control, the personal services, labor and equipment, machinery or other facilities to perform work required from it pursuant to this agreement.
- H. All Case Management Providers shall submit an *ADvantage* Program Continuous Quality Improvement (CQI) Plan if not previously submitted. The Case Management Provider understands and agrees that, after the *ADvantage* CQI Plan is successfully completed, the AA will conduct an onsite implementation review within 120 – 180 days to evaluate the effectiveness of the CQI Plan.
- I. The Provider shall provide a drug-free workplace by establishing a drug-free awareness program.
- J. Staff orientation training to the *ADvantage* Program or service shall be completed prior to the performance of duties and shall consist of the following:
 - 1. Description of the purpose and philosophy of the Program;
 - 2. The roles and responsibilities of the Provider to the Program;
 - 3. Discussion of service coordination between Case Managers and Provider staff;
 - 4. Distribution and discussion of the written Code of Ethics;
 - 5. Distribution and discussion of the Provider's Principles of Service Delivery;
 - 6. Distribution and discussion of the Provider's Bill of Consumer Assurances;
 - 7. Identification of billable and non-billable activities;

CONDITIONS OF PROVIDER PARTICIPATION

8. Instruction in documentation, record keeping and reporting forms for the Program;
9. Instruction on the responsibility to report abuse, neglect, and/or exploitation to Adult Protective Services.
- K. The Provider shall make every effort to encourage self-reliance by involving the Consumer to the greatest extent possible in the development and implementation of the service plan, to incorporate family/friends and community resources to further enhance and strengthen the Consumer's supports, and to promote the Consumer's independence and prevent further loss of function by supplementing, rather than replacing, existing formal or informal supports to meet basic care needs in order for the Consumer to remain safe at home.
- L. The Provider of services to a Consumer shall provide written notification to the AA 30 days prior to the intended date to terminate the Medicaid contract.
- M. The Provider is wholly responsible for the quality of services provided and the actions of all its staff. The Provider shall commit adequate resources to quality assurance activities.
- N. The Provider shall conduct an OSBI background check on all employees that will be providing services in the Consumers' homes.
- O. The Home Care Provider shall use the State mandated Uniform Application for Nurse Aide Staff for individuals seeking employment as Personal Care Assistants.
- P. The Home Care Provider shall contact the OKDHS Community Services Workers Registry and agrees not to hire any individual whose name appears in the Registry. The Home Care Provider shall document this inquiry in the individual's personnel file.
- Q. The Home Care Provider shall contact the Oklahoma State Department of Health (OSDH) Certified Nurse Aide Registry to ensure that no disciplinary actions are pending against any individual seeking employment as a Personal Care Assistant prior to making a final offer of employment. The Home Care Provider shall document this inquiry in the individual's personnel file.
- R. The Home Care Provider, prior to placing a Personal Care Assistant in the Consumer's home, conducts an OSBI background check. The results shall be reviewed prior to making a final offer of employment and placed in the individual's personnel file.
- S. The Home Care Provider shall have a written staff recruitment plan available and shall implement the plan when staffing levels are not sufficient to deliver authorized services.
- T. The Provider, its employees or other Provider representatives shall not make solicitous, misleading, or false statements to induce any Consumer to purchase goods or services that may be paid for by the Medicare/Medicaid programs or to induce the Consumer to purchase Medicare/Medicaid services from a particular Medicare/Medicaid Provider.

CONDITIONS OF PROVIDER PARTICIPATION

SAFETY AND PROTECTION OF CONSUMERS

- A. The Provider shall have the necessary safeguards to monitor the health and safety of the recipients of the services. These safeguards must address methods that shall meet adequate standards for all types of services for which the Provider is contracted.
- B. The Provider shall protect the human rights of its Consumers 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.
- C. The Provider shall provide an environment free from physical, emotional, or mental abuse, neglect and/or exploitation for its Consumers, family and employees. The Provider shall bring any conditions or circumstances which place the Consumer, or the household of the Consumer, in imminent danger to the attention of appropriate officials, including Adult Protective Services. The Provider shall follow the process for reporting abuse established in 43A OK. Stat. Ann. Sec. 10-104.
- D. The Provider shall fully cooperate with the AA, OKDHS and any regulatory body when it or an individual staff member is under investigation for the abuse, neglect, or exploitation of a Medicaid Consumer to achieve timely resolution of the investigation. Non-compliance may result in additional referrals from the *ADvantage* Program being suspended.

DELIVERY OF *ADvantage* PERSONAL CARE ASSISTANCE SERVICES

- A. The Home Care Provider shall deliver services within five (5) working days of the authorized service plan or the date set by the Interdisciplinary Team, whichever is earliest. If, for any reason, the Home Care Provider is unable to deliver the authorized services, the Home Care Provider shall immediately notify the Case Manager and inform them as to the circumstances preventing service delivery, whether subsequent authorized services will be affected, and the health and monitoring plan until services are in place.
- B. The Home Care Provider shall contact the Consumer's Case Manager when unable to staff the consumer with a Personal Care Attendant to determine if another Home Care Provider can staff the Consumer. If another Home Care Provider has staff available, the Case Manager must transfer the Consumer. If no other Home Care Provider is available that can staff the Consumer, the current Home Care Provider and Case Manager shall actively monitor the health and safety of the Consumer and document ongoing efforts to provide staff.
- C. The Home Care Provider shall identify vulnerable consumers and establish additional monitoring as needed for collaboration with the Case Manager monitoring.

CONDITIONS OF PROVIDER PARTICIPATION

- D. The Case Manager shall contact the AA's Consumer Inquiry Services Department if no other Home Care Provider is available who can provide the staff to a Consumer.
- E. The Case Manager shall facilitate the Home Care Provider's transition of the unstaffed Consumer to a Home Care Provider who can provide the appropriate staff or access other alternatives to personal care, temporary or permanent, such as adult day health, additional informal supports, community resources, or another service setting.
- F. The Provider shall only use the Consumer's primary informal support as the paid caregiver with the written agreement of the interdisciplinary team, including specific goals and outcomes and notify the Administrative Agent when informal support is used.
- G. The Provider agrees to only use an unrelated individual with whom the consumer resides as the paid caregiver with the written agreement of the interdisciplinary team, including specific goals and outcomes, and notifies the AA.
- H. The Provider shall only use legally responsible spouse or legal guardian as the paid caregiver if approved by the AA according to the requirements under OAC 317:30-5-761(6).
- I. The Home Care Provider shall notify the OSDH Nurse Aide Registry when any Certified Nurse Aide employed by the Provider as a Personal Care Assistant is disciplined or terminated for abuse, neglect, or exploitation.
- J. The Provider understands and agrees that failure to terminate a Personal Care Assistant whose name appears on the OKDHS Community Services Registry may result in the termination of the Provider's contract.

SERVICE DELIVERY SYSTEM IN THE AD*van*tage PROGRAM

- A. The Provider shall provide all services in accordance with policies and procedures in the 1915(c) AD*van*tage Waiver, as applicable, and maintain current copies of all applicable AD*van*tage Program related agency policies, procedures, and guidelines for reference and staff training. The Provider will also comply with any other policies, procedures, and guidelines established by OKDHS/OHCA.
- B. The Provider shall provide services to the entire county(ies) and to accept all referrals, both new and transfers, when the Provider is "on" referral for specific counties.
- C. The Provider shall deliver services according to the Consumer's service plan, including the number of service units as authorized in the service plan. Exceptions may occur if professional clinical judgment determines an emergency situation. Only the AA can authorize an increase or decrease in units of service, which impact the cost of the service

CONDITIONS OF PROVIDER PARTICIPATION

plan. In addition, the Provider must have a copy of the authorized service plan in the case record.

- D. The Provider shall meet all timelines established in the *ADvantage* Case Management Standards.
- E. The Case Management Provider shall assist in developing a service plan that meets each Consumer's medical needs that utilizes: the appropriate frequency and type of skilled nursing services; or more frequent skilled nursing assessments or visits, or consultation with specialty trained skilled nurses to adequately address the Consumer's complex medical needs that may extend beyond the scope of the *ADvantage* Program Case Manager's knowledge, expertise, or training.
- F. The Home Care Provider shall provide a licensed nurse to perform a supervisory home visit at least once every six (6) months according to the Oklahoma licensure standards.
- G. The Home Care Provider shall defer primary Case Management responsibilities to the Consumer's Case Manager while retaining responsibility for service management, including initiating coordination of care communications with formal and informal supports and documentation of all Home Care Provider services. The Home Care Provider shall advise the Consumer's Case Manager of changes in staffing status or the Consumer's condition immediately upon receipt or identification of this information.
- H. The Home Care Provider shall participate in interdisciplinary team meetings (IDT) with Case Management Providers, other agencies and caregivers (formal and informal) to coordinate services, including coordination of care communications with all formal and informal supports. The Home Care Provider shall have completed the assessment portion of the skilled nursing evaluation prior to participating in the IDT.
- I. The Providers agree to participate in the entire service plan development process through the interdisciplinary team meetings.
- J. The Home Care Provider shall immediately notify the Consumer's Case Manager if the Consumer is hospitalized, enters a nursing home, or other institution.
- K. The Provider shall be responsible for continually reassessing the program appropriateness to assure the health and welfare of the Consumer and shall immediately notify the AA's Consumer Inquiry Services Department if program appropriateness is in question.

CONFIDENTIALITY, PRIVACY, and SECURITY OF CONSUMER INFORMATION

- A. The Provider shall implement such procedures as are necessary to meet the Home Care Agencies Rules and Home Care Act, Chapter 662, Subchapter 3 Administration, 310:662-3-5 Clinical records pertaining to safeguarding Consumer records and all other applicable Federal, State, and regulatory body statutes, laws, and regulations. The

CONDITIONS OF PROVIDER PARTICIPATION

Provider shall not disclose any information concerning an individual in any form identifiable with the individual, without the informed consent of such individual or as provided by law.

- B. The Provider shall implement such procedures as are necessary to comply with applicable final rules of the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Such standards relate to privacy, security, transaction code sets, and identifiers and are designed to protect Consumers' medical records and personal health information.
- C. The Provider shall compile lists of Consumers pursuant to Medicaid operations to be used solely for the purpose of providing Medicaid services. Under no circumstances shall the Provider make any Consumer list available to any individual or organization other than the Center for Medicare and Medicaid Services (CMS), OKDHS, OHCA, or the AA.

ASSIGNMENT AND DISENROLLMENT OF CLIENTS TO PROVIDER

- A. In compliance with the OKHCA Medicaid contract 4.3:
 - 1. The Provider agrees that Medicaid clients will be assigned to them and only upon the following conditions may clients assigned to the Provider be removed by the Provider:
 - a. If the client is physically abusive
 - b. If other members of the household or persons who routinely visit the household pose a threat of harm or injury to the client, household visitors, or the Provider's care worker
 - c. If the client refuses care.
 - 2. The provider agrees that the basis for demonstrating any of these reasons for disenrollment is comprehensive professional documentation.
- B. The Provider understands that if they do not comply it is considered abandonment of the Consumer by the Provider and appropriate action will be taken.
- C. In compliance with the OKHCA Medicaid contract 4.4, if the Provider desires to disenroll a client, the provider agrees to the following process:
 - 1. The Provider shall file a grievance with the Long Term Care Authority of Tulsa.
 - 2. The grievance shall state 1) the reasons according to paragraph A.1 above for the request to disenroll the client from the care of the Provider, 2) comprehensive documentation describing the difficulty encountered with the client, 3) the documentation of efforts to accommodate the client, 4) intervention offered the client and 5) what impact will occur upon the client should care cease by the Provider.
 - 3. The grievance must be approved or disapproved by OKDHS. The disenrollment is not effective until the date of notification by OKDHS to the Provider and under the conditions of the disenrollment stated by OKDHS. If not approved by OKDHS, the Provider may file an appeal with the Oklahoma Health Care Authority asserting that

CONDITIONS OF PROVIDER PARTICIPATION

the grievance should have been approved. All appeals of such disenrollments are filed with the legal division of the Oklahoma Health Care Authority.

CONSUMER SATISFACTION, COMPLAINT, AND GRIEVANCE

- A. The Provider shall have a written Consumer satisfaction process for the purposes of measuring and improving Consumer satisfaction with service delivery. Written procedures for the process shall be available upon request. This includes reports of compiled data, its analysis, and related interventions for improvements.
- B. The Provider shall have a written complaint and grievance process for the purpose of resolving Consumer complaints. A written copy of the process shall be given to each Consumer at the commencement of services. The process shall include the name and phone number of a Provider contact person who will be responsible for responding to such complaints and grievances. The Provider shall explain and discuss the Consumer's right to file a grievance with the Consumer.
- C. The Provider shall assist Consumers through the complaint and grievance process without reprisal or disruption of services, while continuing to treat Consumers with dignity and respect.
- D. The Home Care Provider shall notify the Case Manager if a Consumer's grievance cannot be resolved.
- E. The Provider shall notify the AA's Consumer Inquiry Services Department if a Consumer's grievance cannot be resolved. The notification shall include a factual narrative of the Provider's actions to resolve the grievance.
- F. The Provider shall provide the telephone number for the AA's Consumer Inquiry Services Department to all *ADvantage* Program Consumers at Consumer Orientation. The Provider shall also provide the telephone number for the AA's Consumer Inquiry Services Department to any *ADvantage* Program Consumer when complaints and/or grievances cannot be resolved to the satisfaction of the Consumer.
- G. If any Provider becomes aware of a Consumer's unresolved grievance with another Provider, the Provider shall inform the AA's Consumer Inquiry Services Department.
- H. The Provider shall maintain a log identifying and documenting follow-up on critical events or incidents including, but not limited to, abuse, neglect, exploitation as required by the Centers for Medicare and Medicaid Services to assist in assuring the Consumer's health and welfare.

CONDITIONS OF PROVIDER PARTICIPATION

RECORD KEEPING

- A. The Provider shall maintain all records regarding the Consumer and the Provider's participation in the Medicaid Programs for a period of six (6) years from the date of service, or until all audit questions, appeal hearings, investigations, or court cases are resolved, whichever is longer.
- B. The Provider shall make all program records available for audit review to CMS, OKDHS, OHCA, or their designees, at a reasonable time and place.
- C. The Home Care Provider shall maintain adequate documentation according to all applicable licensing regulations and all *ADvantage* Program requirements for all contracted services.
- D. As permissible under HIPAA, the *ADvantage* Program Provider shall make all *ADvantage* Program Consumer medical records originating with the Provider available to the AA regardless of funding source.
- E. The Provider shall comply with all reporting requirements of OKDHS and OKHCA and their authorized representatives.
- F. The Provider shall cooperate and assist in any efforts undertaken by OKDHS to evaluate the effectiveness of the Program and agrees to comply with any findings and/or programmatic and accounting recommendations made either through an evaluation or audit conducted by OKDHS or its designee.
- G. The Provider shall notify OKDHS or its designee of all malfeasance performance investigations and outcomes, regardless of funding source.

REIMBURSEMENT

- A. The Provider shall not bill any Medicaid Consumer directly for services delivered.
- B. The Provider shall not impose or attempt to impose any financial obligations on the Medicaid Consumer.
- C. The Provider, as a part of the development of the service plan, shall determine if other payment sources are available to purchase needed services and, if alternative resources exist, they will be used before Medicaid funding.
- D. The Provider shall verify that all expenditures incurred in the provision of services are in accordance with applicable Federal and State guidelines.
- E. The Provider shall not hold OKDHS liable for any service costs arising from changes, modifications, or extra work orders not authorized by the AA.

CONDITIONS OF PROVIDER PARTICIPATION

- F. The Provider shall submit program and financial reports to OKDHS and OKHCA or its designee, as required.
- G. The Provider shall only bill for services authorized on the Consumer's service plan.

CODE OF ETHICS

- A. The Provider shall distribute a written Code of Ethics to all employees providing services to Consumers. It shall include, at a minimum, the following:
- No abuse, neglect, or exploitation of Consumers;
 - No use of Consumer's vehicle;
 - No use of Consumer's personal possessions not required for service delivery;
 - No consumption of the Consumer's food or drink (except water);
 - No use of the Consumer's telephone for personal calls;
 - No discussion of the employee's or others' personal problems, religious, or political beliefs with the Consumer;
 - No acceptance of gifts or tips from the Consumer;
 - No friends or relatives brought to the Consumer's home;
 - No consumption of alcoholic beverages or illegal substances;
 - No use of prescription drugs for non-medical reasons,
 - No smoking in the Consumer's home;
 - No solicitation or borrowing of money or goods from the Consumer;
 - No breach of the Consumer's privacy or confidentiality of records;
 - No purchase of any item from the Consumer, even at fair market value;
 - No assumption of control of the financial and/or personal affairs of the Consumer;
 - No removal of anything from the Consumer's home.

CONDITIONS OF PROVIDER PARTICIPATION

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 (physical, mailing, or e-mail), 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. The provider shall collaborate with the AA on the disposition of Consumer's being served under the Medicaid contract.

CHANGE IN OWNERSHIP

- A. The Provider shall not assign any interest in this agreement, and shall not transfer any interest in the same, whether by assignment or notation. This would include the sale of the agency. Certification of the new ownership would have to be determined.
- B. 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 _____