AD*vantage* PROGRAM
DURABLE MEDICAL EQUIPMENT
CONDITIONS OF PROVIDER PARTICIPATION

AD*vantage* PROGRAM
Durable Medical and/or Rehabilitative Equipment Supplier or Manufacturer

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 (DHS), 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 AD*vantage* Program.

The Long Term Care Authorities of Enid and Tulsa serve as the Administrative Agent (AA) for the AD*vantage* 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 AD*vantage* Program qualification null and void. The Conditions of Provider Participation shall not supercede any Federal, State, or regulatory body statues, laws, or regulations.

PROVIDER ELIGIBILITY

A. The Provider shall be in compliance with existing rules and regulations governing the AD*vantage* Program services being provided.

B. When the Provider also contracts to provide Home Care and/or Case Management services in addition to DME services through the AD*vantage* Program, all prescribed medical equipment and supplies shall be obtained through other qualified vendors to avoid any conflict of interest.

C. The Provider must have a valid Medicaid number established by the State Medicaid Agency to receive Medicaid reimbursement.

D. The Provider shall abide by all applicable Medicare/Medicaid laws and regulations.

E. Neither the company, nor any owner, director, officer, employee of the company or any contractor retained by the company or any of the aforementioned persons, currently subject to sanction under the Medicare/Medicaid programs or debarment, suspension or exclusion under any other Federal agency or program or otherwise, is prohibited from providing services to Medicare/Medicaid recipients.

GENERAL CONDITIONS

A. The Provider of AD*vantage* Program services understands and agrees that the primary purpose of the AD*vantage* Program is to provide alternatives to and prevent premature institutionalization through home and community-based services for the targeted population groups who meet AD*vantage* Program medical and financial eligibility.

B. The Provider ensures that it has the authority and capacity to implement and perform the program of services agreed upon.

C. DME Provider ensures delivery, set up, installation, and Member instruction (when applicable).

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 AD*vantage* 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, which place the Member or the household of the Member in imminent danger, will be brought to the attention of the AD*vantage* Member and 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. State. 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 AD*vantage* Program.

SERVICE DELIVERY

A. The Provider shall deliver services in accordance with each Member's authorized service plan.

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

C. The Provider shall check on the Member's AD*vantage* eligibility status prior to shipping planned services and understands that reoccurring services which are shipped to the Member are compensable only when the Member remains eligible for waiver services, continues to reside in the home and is not institutionalized in a hospital, skilled nursing facility, or nursing home.

SPECIFIC ASSURANCES

A. 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.

B. The Provider shall maintain a physical facility on appropriate site.

CONFIDENTIALITY, PRIVACY, and SECURITY OF MEMBER INFORMATION

A. The Provider agrees to implement such procedures as are necessary to comply with 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 Members' medical records and personal health information.

B. The Provider ensures that lists of Members compiled pursuant to Medicaid operations shall be used solely for the purpose of providing Medicaid services. Under no circumstances shall the Provider make any Member list available to any individual or organization other than the Center for Medicare and Medicaid Services (CMS), DHS, the OHCA, or their respective designees.

FISCAL CONDITIONS

A. The Provider shall not bill any AD*vantage* Program Member directly for services delivered, nor will it solicit voluntary contributions from AD*vantage* Program Members.
B. The Provider agrees to accept assignment on Medicare claims submitted for reimbursement on AD*vantage* Members.

C. The Provider shall abide by all AD*vantage* Program Service Standards, purchasing guidelines, policies and procedures governing specialized medical equipment and/or supply items.

D. The Provider agrees to exhaust all other applicable sources of payment and submit supporting documentation to justify items to be reimbursed with Waiver funds.

E. The Provider agrees they will deliver specialized medical equipment and/or supplies upon receipt of the authorized AD*vantage* service plan (ADv6g-SP). No prior authorization number is required before delivery.

CODE OF ETHICS

A. The Provider must distribute a written Code of Ethics to all employees providing services to Members. It 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 other's 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;
- No breech 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 AD*vantage* 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 within 30 days of the effective date of change or as soon as possible if the Provider cannot provide 30 days advanced notice. A change of operations would include, but not be limited to: a change of address, telephone or fax number, the individual authorized to sign for the agency or identified as the agency contract person, and a change in the Federal Employer's Identification number.

CHANGE IN OWNERSHIP

A. The Provider shall notify the AA of a change of ownership of the business in writing and by mail and provide proof of the ownership change within 30 days of the effective date of the change.

Agency _____

Authorized Agent _____ Date _____