

***ADvantage* PROGRAM
HOME DELIVERED MEALS
CONDITIONS OF PROVIDER PARTICIPATION**

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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 1915(c) Medicaid Waiver for Aged and Disabled funds 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. To be qualified as an *ADvantage* Program home delivered meals Provider, the Provider must meet the following conditions: 1) the Provider must hold a current Older Americans Act (OAA) Title IIIC Nutrition contract; and 2) the Provider's performance under that contract must be in good standing. The loss of one, or both, of these conditions must be reported by the Provider to the AA and may result in loss of certification (qualification) as an *ADvantage* Program Provider.
- B. 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.
- C. The Provider shall be in compliance with existing rules and regulations governing the *ADvantage* Program services being provided.
- D. The Provider must have a valid Medicaid number established by the State Medicaid Agency to receive Medicaid reimbursement.
- E. The Provider must meet all Conditions of Provider Participation to be qualified and further ensures that all Conditions of Provider Participation will continue to be met as a qualified Provider.

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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 and 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 that it presently has 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.
- C. The Provider ensures that all facilities covered by Section 1616(e) of the Social Security Act, in which home and community-based services will be provided, are in compliance with applicable State standards that meet the requirements of 45 CFR Part 1397 for board and care facilities.
- D. The Provider ensures the continuation and enforcement of existing licensure and certification requirements for services and for individuals who furnish services provided under the *ADvantage* Program.
- E. The Provider ensures that it has written personnel policies in compliance with applicable Federal and State laws and that these policies have been communicated to all staff.
- F. The Provider ensures that DHS is not responsible for any modification, construction, purchasing of equipment or supplies required to bring the facility into compliance with rules or regulations to provide services to Medicaid Members.
- G. The Provider assures that it has the authority and capacity to implement and perform the program of services agreed upon.
- H. 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 monitor the health and safety of the recipients of the services. These safeguards must address methods to ensure that adequate standards are met for all types of services for which the Provider is contracted.

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- 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 case manager and appropriate officials for follow-up 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 the abuse, neglect, 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.

STAFFING

- A. The Provider ensures appropriate meal planning with the consultation of persons competent in the field of nutrition, food service, and the needs of the targeted population.
- B. The Provider ensures that it will employ staff in adequate numbers to ensure the delivery of services in accordance with each Member's authorized service plan.
- C. The Provider ensures that it will provide a drug-free workplace by establishing an employee drug-free awareness program.

MEAL CONTENT

- A. Menus are prepared or approved by a registered dietitian who considers the special dietary needs of the Members and ensures that each meal contains at least one-third of the current daily recommended dietary allowances (RDA) as established by the Food and Nutrition Board of the National Academy of Sciences. Each meal must have at least 600 calories, with the recommended level between 750 and 850 calories.

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B. Menus are developed according to the meal pattern and submitted quarterly to Aging Services Division on the SUOA-S-34 Project Menu Plan Form with a nutrition analysis to ensure meals meet one-third RDA. The food items provided in the meals must vary during the week and from week-to-week to provide a variety of foods and nutrients. Dietitians prepare a 4-6 week cycle to provide variety. Each meal on the menu must have:

- One three-ounce serving of meat, fish, fowl, luncheon meats, eggs, or cheese. Cooked dried beans or peas may occasionally be substituted for meat; and
- Two one-half cup servings of vegetables or fruits. Full strength vegetable or fruit juice qualifies as a serving. Fruit used as a dessert, may not also count as a vegetable/fruit serving. When cooked beans or peas are used as a meat substitute, they do not count as a vegetable in that same meal; and
- One serving of whole grain or enriched bread, biscuits, muffins, rolls, sandwich buns, cornbread, or other hot breads. Alternatives, including enriched or whole-grain cereals, spaghetti, macaroni, dumplings, pancakes, or waffles may be substituted; and
- One tablespoon of butter or margarine; and
- One-half cup or equivalent serving of dessert including pudding, gelatin desserts, ice cream, ice milk, sherbet, cake, pie, cookies, and fruit juices. Fresh fruit is offered to Members who want to reduce calories; and
- One-half pint of fortified milk, which may be whole, skim, low fat, or buttermilk.

Each meal may also contain:

- Coffee, tea, or decaffeinated beverages, or
- Other foods may be added to the meal to ensure the Member's satisfaction or to provide additional nutrition.

C. The Provider shall provide specialized menus, where feasible, to meet the particular dietary needs arising from health requirements, religious, ethnic, or cultural, backgrounds of eligible participants.

D. The Provider cannot replace conventional meals with a nutritional supplement.

SERVICE DELIVERY – MEAL PROCUREMENT, PACKAGING, AND DELIVERY

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- A. The Provider agrees to provide all services in accordance with the *ADvantage* Program service standards as set forth in the 1915(c) *ADvantage* Waiver. The Provider will also comply with all other policies, procedures, and guidelines established by DHS. The Provider ensures the delivery in accordance with the Older Americans Act, Title III C contract.
- B. *ADvantage* meals may be hot, cold, frozen or shelf-stable with a satisfactory storage life and must conform to procurement standards outlined by Oklahoma Health Code, Section 2-101 and 2-102. If meals that are shelf-stable are the only appropriate type meal to meet the Member's need, they may be provided only after the meal provider obtains documentation of agreement from the Interdisciplinary Team, including at a minimum the Member (or legal representative), Case Manager, and Skilled Nurse.
- C. Meal providers may deliver more than one meal at a time if the Member's home has proper and adequate storage and heating facilities. The number of meals provided each week will not exceed the number authorized on the plan of care. No more than one week's supply of meals may be delivered per week.
- D. When *ADvantage* frozen meals are provided, the meal provider ensures that those meals comply with all state and local health and safety regulations. Foods may only be purchased through approved commercial sources and may not be home-prepared foods, such as canned goods, potluck dishes, or non-commercial frozen items.
- E. The provider will measure the meal temperature to ensure the meals are maintained at appropriate levels. Providers will document food temperatures in a food temperature log. Hot food temperatures will be measured and recorded daily. The food temperature while on each delivery route will be measured and documented monthly.

The meal provider ensures that all *ADvantage* meals are packaged and delivered to ensure temperature control and to prevent contamination and spoilage:

- Hot foods are maintained at a minimum temperature of 140 degrees Fahrenheit or higher.
 - Cold foods are maintained at a maximum temperature of 45 degrees Fahrenheit or lower.
 - Frozen foods are maintained at a maximum temperature of 20 degrees Fahrenheit or lower.
- F. The Provider must provide the number of units of service (one meal equals one unit of service) in accordance with each Member's authorized service plan. Only the AA can authorize an increase or decrease in the number of units of service which impact the cost of the service plan. In addition, the Provider must have a copy of the authorized service plan in the case record.

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- G. The Provider agrees to advise the *ADvantage* Program case manager of any change in the Member's physical, mental, or environmental needs, when such change would affect the service recipient's eligibility or service level, or necessitates a change in the Plan of Care.
- H. The Provider agrees to make every effort to avoid any interruption or lapse in authorized services.
- I. The Provider ensures it will begin services within three (3) working days after receiving an authorized service plan.
- J. The Provider will immediately notify the Member's *ADvantage* Program case manager if, for any reason, the Provider is unable to deliver planned services. The Provider will supply the *ADvantage* Program case manager with the following information: Member identification information, the circumstances precluding service delivery, and whether subsequent service delivery will be affected.
- K. The Provider maintains adequate documentation for all contracted services and shall provide the appropriate documentation to the Member's *ADvantage* Program case manager or the AA upon request.
- L. The Provider shall immediately notify the Member's *ADvantage* Program case manager if the Member is hospitalized, or enters a nursing home, or other institution, in which case, all *ADvantage* Program services shall be discontinued and shall not be resumed until notified by the case manager.
- M. The Provider agrees to obtain a signature from the Member or the Member's representative at the time the meals are delivered. In the event that the Member is temporarily unavailable (i.e. doctor's appointment, etc.) and the meal is left the Provider must document the reason a signature is not obtained. The signature logs must be available for review.

CONFIDENTIALITY

- A. The Provider agrees to implement such procedures as are necessary to meet the requirements pertaining to safeguarding Member records. The Provider ensures that no information concerning an individual shall be disclosed in any form identifiable with the individual, without the informed consent of such individual.
- 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 and Medicaid Services (CMS), DHS, the OHCA, or their respective designees.

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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 any 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.

FISCAL CONDITIONS

- A. The Provider shall not bill any *ADvantage* Program Member directly for service units delivered, nor will it solicit voluntary contributions from *ADvantage* Program Members.
- B. The Provider ensures that all expenditures incurred in the provision of services will be in accordance with applicable State and Federal guidelines.
- 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 shall only bill for services authorized on the Member's service plan.

QUALITY CONTROLS

- A. The Provider will provide appropriate management supervision of services at all times.
- B. The Provider is wholly responsible for the quality of services provided and the actions of all its personnel.

CONTROL POLICIES

- A. The Provider must permit the AA, acting on behalf of DHS, the right to inspect the sites, products, procedures, and plans of the Provider, for the purpose of determining compliance with Medicaid contract terms, and applicable laws and regulations.

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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 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;
 - 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.

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, 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

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Federal Employer's Identification Number. The Provider agrees to submit this written notification 30 days in advance of the change in operations.

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 _____