

SPECIAL PROVISIONS FOR
HOME AND COMMUNITY-BASED SERVICES WAIVER PROVIDERS
FOR PERSONS WITH INTELLECTUAL DISABILITIES
ADULT DAY SERVICES

1. If Provider indicates in the Provider Information that Provider will serve members in the ADvantage Program operated by the Oklahoma Department of Human Services (“DHS”), then Addendum 1 applies to Provider. Provider states that it has been certified by DHS to provide services for this program.
2. If Provider will serve members in any Oklahoma Health Care Authority (“OHCA”) Waiver Program, including Living Choice or Medically Fragile, then Provider states that it has been certified by OHCA to provide services for the programs indicated in the Provider Information.
3. Provider is an entity certified by DHS Developmental Disabilities Services (“DDS”) as eligible to provide services under the Home and Community Based Services (“HCBS”) waiver program and has contracted with the OHCA to provide those services.
4. Provider agrees to abide by all applicable DHS and Office of Client Advocacy policies, including, but not limited to O.A.C. 340 and O.A.C. 317, and agrees to immediate access to its facilities, employees, members, services, and provide immediately upon request all fiscal and program records available and accessible to DHS and its agents, for DHS use in inspecting, monitoring, evaluating, and auditing Provider’s compliance with the terms of this agreement.
5. Provision of services under this Agreement is limited to persons who have been certified by DHS as categorically needy and meet medical criteria for HCBS for persons with developmental disabilities.
6. Compensable services are described in this Agreement for Provider’s service type. To the extent that HCBS are not compensable services, the services may be provided but shall not be compensated by OHCA.
7. Payment rates and service limitations will be as promulgated in the O.A.C.
8. Provider agrees to submit HCBS service claims to OHCA only:
 - A. For services provided to individuals determined by DHS to be eligible for HCBS, except for claims in which eligibility has not been determined and failure to file a timely claim may jeopardize payment.
 - B. In the amount, scope and duration specified in the Individual Plan and for whom they have received authorization from DHS.
 - C. For services supported by the following documentation: the service date and the start and stop time authenticated with the signature of the person providing the support; and properly authenticated data collection and/or progress notes related to supports provided as per the member’s Individual Plan (“IP”).
 - D. After all other insurance or similar sources other than SoonerCare are exhausted.
9. Provider must deliver services in a manner that contributes to the member’s enhanced independence, self-sufficiency, community integration and well-being as per policy O.A.C. 317:40-1-3.
10. Provider shall:
 - A. Act immediately to remedy any situation that poses a risk to the health, well-being or provision of specified services to the member; in the event of such a threat, Provider must immediately notify DHS of the nature of the situation and must notify DHS upon resolution of the threatening situation.
 - B. Cooperate with other entities supplying services to members served through this Agreement.

- C. Report all cases of suspected abuse or neglect of children in accordance with 10 O.S. §§ 7101 *et seq.* and all cases of suspected abuse, neglect or exploitation of adults in accordance with 43A O.S. §§ 10-101 *et seq.*
 - D. Not provide services that duplicate the services mandated to be provided by the public school district pursuant to the Individuals with Disabilities Education Act.
 - E. Supply services for which Provider has been determined responsible as reflected in the member's IP at those times and places necessary to meet the member's needs.
 - F. If applicable, make reasonable effort to ensure members are afforded freedom of choice in all aspects of service provision, for which Provider is responsible, unless such choice jeopardizes the member's independence; Services support full access to the greater community and comply with O.A.C. 317:40-1-3.
 - G. Refund OHCA for any overpayment within sixty days of notification; overpayment includes payments for services not rendered in accordance with this Agreement. If Provider fails to make timely refund, OHCA shall recoup the amount due from subsequent payments.
11. Provider must agree to indemnify and hold harmless DHS against any and all bodily injury and property damage, deficiencies or liabilities resulting from any negligence on the part of Provider or non-fulfillment of any term or condition of this Agreement. Provider must indemnify and hold harmless DHS under this Agreement from any and all assessment, judgments, costs, legal and other reasonable expenses incidental to any of the foregoing.
 12. Parties agree that fixing the amount of actual damages due the DHS from Provider for any non-performance of its duties pursuant to this Agreement would be impracticable and extremely difficult. For that reason, Provider hereto agree that the DHS, through OHCA, may, at their sole discretion, deduct an amount not to exceed five percent (5%) of the total amount of this Agreement as actual damages for each breach or non-performance thereof. Nothing in this provision should be construed as an election of remedies by the DHS or OHCA and they must be free to pursue any and all remedies available either in law or in equity.
 13. Staffing: Provider must secure a criminal background check, prior to employment or use as a volunteer, of any person providing services under this Agreement as per policy 340:100-3-39. Also, Provider must ensure that employees are licensed and specifically trained to meet the unique needs of each member as per policy O.A.C. 340:100-3-38.
 14. Qualifications: Providers must be licensed by the State Department of Health in accordance with Section 1-873 of Title 63 of Oklahoma State Statutes.
 15. Description of Services: Services may be provided to eligible members who are approved to receive DDS HCBS. This service provides the member with help in the retention or improvement of self-help, adaptive and socialization skills. An opportunity is also provided for the member to interact with peers. Service is provided in a non-residential setting separate from the home or facility where the member resides. Services will normally be furnished four or more hours per day on a regularly scheduled basis, for one or more days per week. This service may be provided to members over 18-years of age who

require ongoing support and supervision when outside their home, and who do not pose a threat to others.

16. Requirements/Services:

- A. Provider must provide the DDS Case Manager a copy of the individualized Adult Day Service Plan of Care.
- B. Provider must allow DDS Staff to make announced and unannounced visits to the facility during hours of operation.
- C. Provider must submit incident reports in accordance with O.A.C. 340:100-3-34.
- D. Provider must comply with Oklahoma State Department of Health Adult Day Service Centers Policy O.A.C. 310:605.
- E. Provider must not employ procedures prohibited by O.A.C. 340-100-5-58.
- F. Provider must transport or arrange or contract for transportation to enable members to attend the center and to participate in center-sponsored outings.
- G. If Provider staff assists members in the administration of medications, Provider must maintain compliance with the administration, storage, and maintenance requirements as outlined in O.A.C. 340:100-5-32.
- H. Provider must ensure that member funds are properly safeguarded when safeguarding has been determined necessary by the member's team as per policy O.A.C. 340:100-3-4.
- I. Provider must ensure compliance with O.A.C. 317:40-1-3 Requirements for HCBS

17. Special Assurances:

- A. Provider must develop and implement a plan for continuity of service in the event of an emergency. In the event of emergency discharge, Provider must cooperate with DHS to secure alternative services in the least restrictive environment.
- B. Provider must provide notice of discharge as required by O.A.C. 310:605-9-2.
- C. Provider must complete and regularly review incident and injury reports.
- D. Provider must carry insurance to indemnify persons for injury to their person or property occasioned by an act of negligence or malfeasance by Provider, its agents, employees, or the like. Said policy must provide that the carrier may not cancel or transfer the policy without giving DHS thirty (30) days written notice prior to the cancellations or transfer. Provider must timely renew the policies to be carried pursuant to this section throughout the term of the Agreement and provide DHS with evidence of such insurance and renewals upon request. Provider must carry insurance in an amount not less than:
 - i. Professional Liability - \$250,000 - Agencies receiving \$50,000 or less through this Agreement; \$1,000,000 - Agencies receiving in excess of \$50,000 through this Agreement;
 - ii. General Liability - \$100,000 - Agencies receiving \$50,000 or less through this Agreement; \$1,000,000 - Agencies receiving in excess of \$50,000 through this Agreement;
 - iii. Commercial Automobile Liability - \$100,000 per occurrence (Only applicable to Agencies that transport members funded through this Agreement); and/or
 - iv. Employee Dishonesty Coverage - \$25,000 (only applicable to Agencies that have access to members' funds).

- E. Provider must agree to indemnify and hold harmless DHS against any and all bodily injury and property damage, deficiencies, or liabilities resulting from any negligence on the part of Provider or non-fulfillment of any term or condition of this Agreement. Provider must indemnify and hold harmless DHS under this Agreement from any and all assessment, judgments, costs, legal and other reasonable expenses incidental to any of the foregoing.
 - F. Providers that receive in excess of \$100,000 per year in state or waiver funds from DHS or the OHCA must have a certified independent audit of its operations conducted in accordance with Government Auditing Standards. The financial statements must be prepared in accordance with Generally Accepted Accounting Principles. The audit must include a DDS Combined Room and Board Compliance Schedule for all non-class members. Failure to maintain accounting records that enable a Provider to prepare or to submit the Supplemental Information as required in the attached guide is considered a contractual noncompliance and will result in sanctions in accordance with DHS policy. Independent auditors should consider a Provider's failure to maintain accounting records that enable them to prepare or to submit the supplemental information as required by the DDS Supplemental Information guide, to be a contractual noncompliance and should report such in accordance with Governmental Auditing Standards, indicating material noncompliance when DDS funding is material to the financial statements.
 - G. The audit must be performed by a certified public accountant or public accountant who has a valid and current permit to practice public accountancy in the State of Oklahoma and who is approved by the Oklahoma Accountancy Board to perform audits according to Government Auditing Standards. DHS retains the right to approve the selection of and examine the work papers of said auditor. No approval will be withheld unreasonably.
 - H. Provider must submit two (2) copies of the annual audit report to the DHS Office of Inspector General, P. O. Box 25352, Oklahoma City, Oklahoma 73125, plus a copy of the management letter, and a corrective action plan to all audit findings within 120 days of Provider's fiscal year end. In the event Provider is unable to provide the audit report within the time frame specified, Provider must submit a written request for an extension citing the reason for the delay. Extensions may not exceed four (4) months.
18. OHCA may change this Agreement at any time by notification to Provider. No amendment executed by both Parties is required for this purpose.
19. This Agreement shall expire October 31, 2024.

ADDENDUM 1 FOR
ADVANTAGE PROGRAM WAIVER SERVICES

1. Provider is a distinct entity that meets criteria described in O.A.C. 317:30-5-761 to provide services under the SoonerCare program. These services shall be provided through the ADvantage program operated by DHS.
2. Provider shall:
 - A. Provide services to eligible members pursuant to O.A.C. 317:30-5-760 through 317:30-5-764 for ADvantage members.
 - B. Comply with all properly promulgated rules of OHCA, DHS, and the Oklahoma State Department of Health.
 - C. Ensure that its employees and persons who engage in health care in its facility shall maintain all applicable licenses, certifications, and permits required for such activities during the term of this Agreement; more specifically, Provider agrees that in its employment of nurse aides and community service workers that before employment of any person, Provider will verify that no pending notation is noted on either registry for nurse aides or community service workers; should such an employee or person's license, certification, or permit to engage in health care be modified, suspended, revoked, or in any other way impaired, Provider shall ensure that the terms of such action are followed.
3. Provider agrees:
 - A. That it will be assigned ADvantage members who may only be disenrolled under the following conditions:
 - i. If the member is physically abusive;
 - ii. If other members of the household or persons who routinely visit the household poses a threat of harm or injury to the member or to a Provider employee delivering services; or
 - iii. If the member refuses care.
 - B. That the basis for demonstrating any of these reasons for disenrollment is comprehensive professional documentation.
 - C. To the following process for disenrolling a member:
 - i. Provider shall file a grievance with the DHS. The grievance shall state the reason(s) according to paragraph 3 above for the request to disenroll the member from Provider's care; comprehensive documentation describing the difficulty encountered with the member; documentation of efforts to accommodate the member; intervention offered the member; and how the member will be impacted should care cease by Provider.
 - D. The disenrollment is not effective until the date of notification of approval by DHS to Provider and under the conditions of the disenrollment stated by DHS. If the disenrollment is not approved, Provider shall continue to provide services to the member.

- E. Provider shall furnish records and information regarding any claim for providing services to ADvantage members to DHS. Authorized representatives of DHS shall have the right to make physical inspection of Provider's place of business and to examine records relating to financial statements or claims submitted by Provider for ADvantage members and to audit Provider's financial records as provided by 42C.F.R.§431.107.