

# Code of Conduct

## For Providers and The Medicaid Local Administrative Authority

- A **Provider** and **MLAA**, in the presence of professional conflict, agree that problems and concerns are best addressed when there is opportunity for face-to-face discussion. Both parties agree to initiate and participate in such meetings. Further, the **Provider** and **MLAA** agree to attend and participate in regular **provider** meetings.
- A **Provider** shall not perform service(s) outside the area of training, expertise, competence, or scope of service of the provider. The **MLAA** agrees to assist the provider in securing appropriate training, expertise, and/or competence as needed for the implementation of services.
- A **Provider** should not be expected to provide services to individuals that are not listed in the ISP. The **MLAA** shall not expect the **Provider** to provide services for which the **MLAA** does not intend to pay for such services.
- A **Provider** shall inform the individual and the **MLAA** when the needs of an individual are beyond the area of training, expertise, competence, or scope of service of the provider.
- A **Provider** shall not reveal confidential information obtained as the result of a professional relationship, without the prior written consent from the individual, except as authorized or required by law.
- A **Provider** shall clearly define the mission, philosophy and vision for the services provided.
- A **Provider** shall follow applicable laws rules and regulations concerning certification for each support service provided and shall not discriminate on the basis of race, color, sex, sexual orientation, age, religion, national origin, socioeconomic status, political belief or disability.
- A **Provider**, in the presence of professional conflict, shall be primarily concerned with the welfare and the health and safety of the individual served.
- A **Provider** is encouraged and it is appropriate to market their services to people who receive services, families, other providers and the public. Marketing strategies may include a variety of techniques that will ensure that the services offered are being accurately and honestly portrayed to the targeted audience. The **MLAA** shall not interfere with a provider's efforts to market their services provided that such efforts to not interfere with the Board's policy on Free Choice of Provider.
- A **Provider** recognizes the role and responsibilities of the **MLAA** and will not intentionally do anything to undermine that authority. The **MLAA** recognizes the role and responsibilities of the provider and will not intentionally do anything to undermine that authority.

- A **Provider** shall not interfere with the responsibilities of the MLAA in the Free Choice of Provider process. The **MLAA** will entertain suggestions and input to ensure the policy is fair to all providers and is in compliance with applicable rule and law.
- A **Provider** shall inform the SSA for the individual when the **Provider** becomes aware that the individual has indicated that he or she would like to change providers.
- A **Provider** shall participate in the process of transitioning the services for an individual from one provider to another. The **MLAA** shall involve the **Provider** in the process of transitioning from one provider to another.
- A **Provider** shall not sign or issue a document or a statement that the **Provider** knows to contain a false or misleading statement.
- A **Provider** shall not produce, publish, create, or partake in the creation of any false, fraudulent, deceptive, or misleading advertisements when marketing the supports they offer.
- A **Provider** will also not engage in practices that undermine the marketing efforts of other providers or present other service providers in a negative manner.
- A **Provider** shall not actively steer the individual's decisions regarding any support service. A **Provider** is expected to be aware of this potential conflict of interest and make a reasonable effort to prevent it from occurring. (This may be of particular relevance when a provider has an established provider relationship with an individual.)
- A **provider** shall immediately notify the **MLAA** whenever they become aware of any material changes to contracts or documents that would change the nature of the supports being provided.

**SIGNATURE OF PROVIDER**

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**TITLE**

\_\_\_\_\_

**AGENCY**

\_\_\_\_\_

**DATE**

\_\_\_\_\_

**SIGNATURE OF MLAA DESIGNEE**

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**TITLE**

\_\_\_\_\_

**AGENCY**

Jefferson County Board of MR/DD

**DATE**

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\*Nothing in this agreement shall supercede an individual's protection to exercise his/her rights of privacy, choice, etc.