

Assurances for Balanced Budget Act (BBA)

1. The Florida Department of Health, the Healthy Start MomCare Network (Network), The Coalition, the agency, and Centers for Medicare and Medicaid Services may inspect and audit any financial records of the Network or the Network's subcontractors relating to the Healthy Start Coordinated Care System for Pregnant Women and Infants.
2. The Coalition assures written information will be available to the Healthy Start Coordinated Care System for Pregnant Women and Infants participants in the prevalent non-English languages in Florida. The Coalition assures participants are not charged for any interpretation services.
3. The Coalition assures providers of the Healthy Start Coordinated Care System for Pregnant Women and Infants services will have in place a grievance procedure for program participants.
4. The Coalition assures the providers of the Healthy Start Coordinated Care System for Pregnant Women and Infants services will attempt to contact participants within 5 business days of receipt of participant's name and contact information to assure timely access to program services.
5. The Coalition assures the providers of the Healthy Start Coordinated Care System for Pregnant Women and Infants services will provide written materials in an easily understood language and format. Written material will be available in alternative formats that take into consideration special needs.
6. The Coalition will make a good faith effort to give written notice of termination of a contract provider of Healthy Start services, within 15 days after receipt or issuance of the termination notice, to each enrolled who received care from, or was seen on a regular basis by, the terminated provided.
7. The Coalition assures that Healthy Start Coordinated Care System for the Pregnant Women and Infants program participants will receive notice of any disenrollment from Medicaid as provided to any other Medicaid participant.
8. The Coalition assures that Healthy Start Coordinated Care System for the Pregnant Women and Infants program participants will receive notice of the right to a grievance procedure, appeal, and fair hearing procedures and timeframes as provided to any other Medicaid participant.
9. The Coalition assures the Healthy Start Coordinated Care System for the Pregnant Women and Infants program participants may not discriminate for the participation, reimbursement, or indemnification of any staff who is acting within the scope of his or her license or certification under applicable State law, solely on the basis of that license or certification.
10. The Coalition declines to include an individual or group of providers in its network, the Coalition assures that it will give the affected providers written notice of the reason for its decision.
11. The Coalition assures that each participant is free to exercise his or her rights, and the exercise of those rights does not adversely affect the way the providers or the department treat the participant.
12. The Coalition assures that providers of Healthy Start Coordinated Care System for Pregnant Women and Infants services will be held in compliance with all Federal and State laws and regulations including title VI of the Civil Rights Act of 1964; title IX of the Education Amendments of 1972 (regarding education programs and activities); the Age Discrimination Act of 1975; the Rehabilitation Act of 1973; and the Americans with Disabilities Act.

13. The Coalition assures the providers of Healthy Start Coordinated Care System for Pregnant Women and Infants services may not prohibit, or otherwise restrict, a staff health care professional acting within the lawful scope of practice from advising or advocating on behalf of an participant for the participant's health status, medical care, or treatment options, including any alternative treatment that may be self-administered; for any information the participant needs in order to decide among all relevant treatment options; for the risks, benefits, and consequences of treatment or non-treatment; for the participant's right to participate in decisions regarding his or her health care, including the right to refuse treatment, and to express preferences about future treatment decisions.
14. The Coalition assures the providers of Healthy Start Coordinated Care System for Pregnant Women and Infants meet the Healthy Start Standards and Guidelines for timely access to services. Timely access will be a component of the quarterly performance monitoring by the provider and The Coalition. The Coalition will monitor quarterly performance improvement plans on any providers not meeting performance measures.
15. The Coalition assures the providers of Healthy Start Coordinated Care System for Pregnant Women and Infants Healthy Start services follow the Healthy Start Standards and Guidelines criteria for the delivery of services in a culturally competent manner to all participants and participants, including those limited English proficiency.
16. The Coalition assures the providers of Healthy Start Coordinated Care System for Pregnant Women and Infants Healthy Start services, where applicable, will comply with the Health Insurance Portability Accountability Act as well as all regulations promulgated thereunder (45 CFR, Parts 160, 162 and 164).
17. The Coalition assures the providers of Healthy Start Coordinated Care System for Pregnant Women and Infants services will identify if the participant or participant has any special needs and assist in the receipt of care.
18. The Coalition assures the providers of the Healthy Start Coordinated Care System for Pregnant Women and Infants services provider staffing levels has the adequate capacity to perform the roles and responsibilities as outlined in the Healthy Start Standards and Guidelines.
19. The Coalition assures that compensation to staff performing quality improvement or quality assurance activities will not provide incentive for the staff to deny, limit, or discontinue necessary services to any participant. The Coalition assures the providers will submit to the department on a quarterly basis a progress report on the achievement of agreed upon performance measures by providers, copies of quality assurance monitoring reports, quality assurance/quality improvement summary record review forms.
20. The Coalition assures the providers of Healthy Start Coordinated Care System for Pregnant Women and Infants services may not employ or contract with staff excluded from participation in Federal health care programs under wither section 1128 or section 1128A of the Social Security Act.
21. The Coalition assures that all provider of Healthy Start Coordinated Care System for Pregnant Women and Infants services' subcontracts include the applicable requirements of 42 CFR Part 438, services are evaluated for quality, specific activity and report responsibilities, and providers for corrective action sanctions if the subcontractor's performance is inadequate.

22. The Coalition assures that any provider of Healthy Start Coordinated Care System for Pregnant Women and Infants services subcontracts are monitored for performance on an ongoing basis and the provider has an annual contract monitoring review.
23. The Coalition assures that the provider of Healthy Start Coordinated Care System for Pregnant Women and Infants services and the subcontractor will develop a corrective action plan for any deficiencies identified through the contract monitoring of subcontracts.
24. The Coalition assures the providers of Healthy Start Coordinated Care System for Pregnant Women and Infants services will not knowingly have a relationship, as a director, owner or employee, with an individual who is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No.12549 or under guidelines implementing Executive Order No. 12549; and individual who is an affiliate, as defined in the Federal Acquisition Regulation, of a person described in paragraph (a)(1).
25. The Coalition assures that the Agency and the Centers for Medicare and Medicaid Services may inspect and audit any financial records of the providers or the provider's subcontractors relating to the Healthy Start Coordinated Care System for Pregnant Women and Infants. There will be no restrictions on the right of the Agency and the Centers for Medicare and Medicaid Services to conduct whatever inspections and audits are necessary to assure quality, appropriateness or timeliness of services and reasonableness of their costs.
26. The Coalition assures that any participant and participant survey results may be disclosed to the Network and Agency and upon request, disclosed to participants and participants.
27. The Coalition assures the Centers for Medicare and Medicaid Services, the Health and Human Service Inspector General, the U.S. Comptroller General, or any of their duly authorized representatives, have the right or timely and unrestricted access to any books, documents, papers, or other records of providers of Healthy Start Coordinated Care System for Pregnant Women and Infants services that are pertinent to the awards, in order to make audits, examinations, excerpts, transcripts and copies of such documents. This right also includes timely and reasonable access to staff personnel for the purpose of interview and discussion related to such documents. The rights of access are not limited to the required retention period, but shall last as long as records are retained.
28. The Coalition assures contracts with providers of Healthy Start Coordinated Care System for Pregnant Women and Infants services shall contain provisions requiring Equal Employment Opportunity Provisions.
29. The Coalition assures the provider of Healthy Start Coordinated Care System for Pregnant Women and Infants services shall comply with all applicable standards, orders, or regulations issued under §306of the Clean Air Act, as amended (42 U.S.C. 1857(h) et seq.), §508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
30. The Coalition assures the provider of Healthy Start Coordinated Care System for Pregnant Women and Infants services will certify that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.

31. The Coalition assures the provider of Healthy Start Coordinated Care System for Pregnant Women and Infants services shall ensure that all contract material records and documentation are maintained for a period of six years after the end of the contract or the completion of the financial audit, whichever is later. The provider shall ensure that all records and documentation containing medical information on individual participants are maintained for a minimum period of seven years.

32. The Coalition assures that all participants are informed of their right to request and obtain names, locations, telephone number of, and non-English language spoken by current contracted providers in the participant's service area, including identification of providers that are not accepting new patients.

33. The Coalition assures that subcontracts will contain language allowing each participant to choose her care manager, to the extent possible and appropriate.

34. The Coalition assures that enrollment into Healthy Start shall not discriminate against individuals based on health status or needs for health care services, race, color, or national origin, and will not use any policy or practice that has the effect of discriminating on the basis of race, color or national origin. Further, the Coalition shall not request disenrollment because of a change in the participant health stats, nor because of participant's utilization of medical services, diminished mental capacity, or uncooperative or disruptive behavior resulting from his or her special needs.

35. The Coalition assures that provider of Healthy Start Coordinated Care System for Pregnant Women and Infants services shall maintain a case record for each woman, infant or child served that contains identifying information to include: identification of the participant, date of service, plan of care (if appropriate), and any other support information.

36. The Coalition assures that all providers of Healthy Start Coordinated Care System for Pregnant Women and Infants services will report fraud and abuse information to the state. The Coalition assures that the following will be reported to the state if the preliminary report of the complaint is warranted; name and ID number, source of complaint, type of provider, nature of complaint, dollars involved (if appropriate) legal and administrative disposition of the case (if known),

37. The Coalition assures that the participants are not held liable in the event of insolvency, all covered services are considered paid in full, and the participants will not incur a charge. In addition, the Provider assures that not subcontractors or referral providers shall bill participants any amount greater than would be owed if the entity provided the services directly.

38. The Coalition assures the providers of the Healthy Start Coordinated Care System for Pregnant Women and Infants services will inform the participant of their rights to change prenatal care providers and the mechanism to do so when the participant is notified of their prenatal care provider assignment. The provider will, within 30 days of eligibility notification from the agency's fiscal agent, register the participant with the selected prenatal care provider. If the participant has not made a decision within 30 days, the provider will assign a prenatal care provider by selecting from prenatal care providers within a thirty-minute drive of the participant's residence. If there is more than one prenatal care provider who meet this requirement, the provider shall assign a prenatal care provider to the participant based upon a locally established unbiased protocol.

39. The department assures the providers of the Healthy Start Coordinated Care System for Pregnant Women and Infants services will inform the participant recipient that her prenatal care provider can be changed for up to 60 days from provider enrollment. However, after 60 days, it is recommended that the recipient would only change providers for the following reasons:

- a) Change of recipient's county of residence;

- b) Cause, such as recipient's inability to schedule appointments in a timely manner with the provider, or patient/provider conflict;
- c) Prenatal care provider termination from Medicaid or relocation;
- d) Recommendation of provider based on complications of recipient's pregnancy such as to a Regional Perinatal Intensive Care Center provider; and
- e) If automatic assignment of a prenatal care physician was made by the Coalition, the Coalition shall recommend that the recipient not change her provider after 60 days from the date notified.

40. In the event a provider of the Healthy Start Coordinated Care System for Pregnant Women and Infants services MomCare is aware a woman is no longer pregnant, the MomCare provider will make a good faith effort to notify the agency of the change in eligibility status.

41. The provider of the Healthy Start Coordinated Care System for Pregnant Women and Infants services will submit marketing products and drafts of products that can reasonably be interpreted as intended to market to potential participants, to the Coalition prior to distribution.

42. The Coalition assures the provider the Healthy Start Coordinated Care System for Pregnant Women and Infants delivery network is sufficient to provide adequate access to all services as per the Healthy Start Standards and Guidelines and is supported by written contract agreements.

43. The Coalition assures that the provider the Healthy Start Coordinated Care System for Pregnant Women and Infants services network is sufficient in number, mix and geographic distribution to meet the needs of the anticipated number of participants in the service area.

44. The Coalition assures that the providers of Healthy Start Coordinated Care System for Pregnant Women and Infants services will notify the Coalition and the Florida Department of Health of any enrollment problems via routinely scheduled conference calls.

45. The Coalition assures the providers of Healthy Start Coordinated Care System for Pregnant Women and Infants services will perform services as set forth in the Healthy Start Standards and Guidelines.

46. The Coalition assures the providers of Healthy Start Coordinated Care System for Pregnant Women and Infants services will maintain staffing levels necessary for the completion of the optimum level of program services. The providers will not arbitrarily deny or reduce the amount duration, or scope of a service solely because of the diagnosis or condition.

47. The Coalition assures the providers of Healthy Start Coordinated Care System for Pregnant Women and Infants services will develop and implement a written plan for quarterly quality monitoring and evaluating of services. This plan shall specify any records, reports, documents, tools and methods to be utilized in conducting monitoring and evaluation activities.

48. The Coalition assures the Healthy Start Standards and Guidelines are based on valid research, reviewed and updated as appropriate in consultation with the providers of Healthy Start Coordinated Care System for Pregnant Women and Infants services, and consider the needs of the participants.

49. The Coalition assures the right in written providers of Healthy Start Coordinated Care System for Pregnant Women and Infants services contracts to make any and all reasonable determinations it deems necessary to protect the best interest of the State of Florida and the health, safety and welfare of the participant. Such determinations may include, but are not limited to, all terms and conditions of, and any amendments to the contract.

50. The Coalition assures the providers of Healthy Start Coordinated Care System for Pregnant Women and Infants services performance must meet the standards set forth in contract and is bound by contract conditions. If the provider fails to meet contract terms the Coalition will notify the provider of Healthy Start Coordinated Care System for Pregnant Women and Infants services in writing of the specific performance failures and may require the provider to respond to the performance failures by developing a corrective action plan that is mutually agreed upon by the provider of Healthy Start Coordinated Care System for Pregnant Women and Infants services and the Coalition. In the event a mutual agreement cannot be reached, the Coalition will have final determination of the corrective action plan requiring conformance with the contract. If the provider fails to achieve compliance with the corrective action plan, the Coalition has the authority to terminate the contract for cause in the absence of any extenuating or mitigating circumstances. The determination of extenuating or mitigating circumstances is the exclusive determination of the Coalition.

51. The Coalition assures if any discovery or invention arises or is developed in the course or as a result of work or services performed under this contract, or in any way connected herewith, the provider of Healthy Start Coordinated Care System for Pregnant Women and Infants services shall refer the discovery or invention to the Coalition to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to the State of Florida.

52. The Coalition assures the provider of Healthy Start Coordinated Care System for Pregnant Women and Infants services shall certify that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in the connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. The department assures provider will include the language of this certification in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.