

Core Assurances for Providers of Developmental Disabilities Medicaid Home and Community-based Waiver Services Program

Chapter 393, Florida Statutes, charges the Department of Children and Families (Department) with providing services, particularly community-based services, to ensure the well being and improve the quality of life of individuals with developmental disabilities. Section 393.066, Florida Statutes, specifically directs the Department to purchase these services through contracts with private businesses, not-for-profit corporations, units of local government and other organizations capable of providing the services in a cost-efficient manner. The Department and the Agency for Health Care Administration (Agency) have agreed to jointly purchase necessary services for individuals with developmental disabilities through the Developmental Services Home and Community-Based Services Waiver and the Supported Living Waiver, which are both federally-approved Medicaid waiver services programs authorized by Title XIX of the Social Security Act. Section 20.19, Florida Statutes, requires the Department to establish contractual performance standards for all contracted client services and expressly requires that the contractual performance standards assure financial integrity and service provision quality in the delivery of contracted Medicaid waiver services.

These Core Assurances and the specific service requirements published in the Developmental Services Home and Community-Based Services Waiver Services Directory (the Directory) incorporated into this Agreement by reference, provide the terms and conditions by which the provider of waiver services to individuals with developmental disabilities served by the Department agree to be bound. Breach of the terms and conditions set forth in these Assurances shall be considered by the Department as indicative of the provider's failure to comply with the terms and conditions set forth in this document and the Developmental Services Medicaid Waiver Services Agreement.

Programmatic Definition of Terms

Agency means the Agency for Health Care Administration.

Agency or Group Provider means a business, organization or entity enrolled to provide a waiver service(s) that has one or more staff employed to carry out the enrolled service(s). All employees of an Agency or Group Provider must meet the qualifications and requirements specified in this Agreement and those specified for enrolled service(s). The provider shall maintain a personnel file documenting qualifications of all employees and their background screening results.

Central Record or Provider File of an Individual means a file (or a series of continuation files) kept by the provider in which the following documentation must be recorded, stored and made available for review: (1) individual demographic data including emergency contact information, parental or guardian contact data, permission forms as necessary, results of assessments and evaluations, medical and medication information; (2) legal data such as guardianship papers, court orders and release forms; (3) service delivery information including the current support plan, cost plan or written authorization of services, and implementation plans, as required; and, (4) service delivery documentation in the form of progress reports or as specified in the Developmental Services Home and Community-Based Services

Waiver Services Directory that are related to the service and support activities identified in the implementation plan. **The provider file maintained by the support coordinator is designated as the individual's Central Record.**

Community Integrated Settings means those local settings that are not limited to, or segregated settings for, individuals with developmental disabilities, and that possess the following characteristics: (1) generic local community resources utilized by other people without disabilities; and (2) settings which promote direct personal interaction with others with or without developmental disabilities.

Core Assurances means this document that specifies administrative and programmatic requirements that are applicable to the Developmental Services Home and Community-Based Services Waiver and Developmental Disability Program waiver(s) providers.

Cost-efficient means economical in terms of the goods or services received and the money spent.

Cost Plan means the authorizing document for payment of services and is an accurate list of the approved services and approved costs. The cost plan is to be completed according to the instructions provided with the Department's form.

Cost Plan Year means the 365 or 366 days that correspond to the span of time covered by the individualized support plan.

Department means the Department of Children and Family Services, also known as the Department of Children and Families, Developmental Disabilities.

District or Region means a geographic area designated by the Department as a service area. The Developmental Disabilities Program has established District or Regional Developmental Disabilities Program Office(s) in each service area where the provider is certified to render waiver services.

Developmental Services Home and Community-Based Services Waiver Services Directory (the DS/HCBS Waiver Directory) means a reference guide published by the Developmental Disability Program that describes each service offered under the Developmental Services Home and Community-Based Services Waiver, the qualifications required to provide the service, how the service may be delivered, documentation requirements for each service, how the provider is paid and other service delivery details necessary for the provider to meet state and federal requirements associated with successful delivery of services under the waiver.

Florida Status Tracking Survey (FSTS) means a questionnaire designed to obtain and provide information about an individual with developmental disabilities which is used in planning the individual's supports, services and needs. The FSTS is usually completed and updated annually by the individual's support coordinator to assist in the support planning process. The FSTS must be completed according to instructions provided by the Department.

Implementation Plan means an individualized document developed by the provider with direction from the individual that specifies how the person will be assisted by the provider(s) to achieve or maintain a specific support plan goal(s). This plan will also include any training objective(s) to be met by the individual. At a minimum, the plan will include the actions and tasks (strategies) to be used by the provider to achieve the goal(s) and/or objectives identified by the individual and the system of assessment or data used for measuring the progress of programs and services supporting the individual to achieve the goal(s). Refer to the Developmental Services Home and Community-Based Services Waiver Services Directory for Implementation Plan requirements for specific services.

Incidental, Non-Reimbursed Transportation means any transportation of waiver individuals that is provided during the course of and merely incidental to the provision of one or more other primary waiver service(s) and that is not reimbursed separately.

Individual(s) means any person receiving services through the Developmental Services Home and Community-Based Services Waiver or Supported Living Waiver.

Medicaid Home and Community-Based Services Waiver Programs means the federally-approved Medicaid programs authorized by Title XIX of the Social Security Act for the Developmental Services Home and Community-Based Services Waiver (DS/HCBS waiver) and the Supported Living Waiver.

Medicaid Provider Agreement means the agreement between providers and the Agency for Health Care Administration to render services under the Medicaid program.

Medicaid Waiver Services Agreement or Developmental Disabilities Program Medicaid Waiver Services Agreement means the agreement between Developmental Disabilities and providers of services which consists of the Medicaid Waiver Services Agreement (form CF-DS 3064), the Core Assurances for providers of Medicaid Home and Community-Based Waiver Services Programs, and Rate Structure documents. Specific service requirements as defined in the Developmental Services Home and Community-Based Services Waiver Services Directory are incorporated into the Agreement by reference. All providers must complete this agreement to provide services to individuals enrolled in the Developmental Services Home and Community-Based Services Waiver Program.

Medical Necessity or Medically Necessary means a set of conditions established by the Agency for Health Care Administration (AHCA) in section 59G-1.010(166) FAC for determining the need for and appropriateness of Medicaid funded services for an individual.

Monitoring means a review by the Department, or an agent of the Department, of the provider's administrative and programmatic service delivery systems.

Person-centered means an approach in providing services, needs and supports from the person's point of view rather than from the program and resource perspective.

Personal Outcome Process means the process used to assess with an individual the outcomes he or she considers most important and to plan with the individual how to obtain these outcomes in their lives. This process includes getting to know the individual and significant people in the individual's life so that a determination can be made about the presence or absence of personal outcomes, and the supports to achieve those outcomes. The process may also involve record review, on-site visits to service providers and additional interviews with the provider's staff, if necessary. All providers will assist in the outcome process. The Support Coordinator is responsible for compiling, reporting and planning from information gathered in the personal outcome process using the Personal Outcome Measures tool.

Personal Outcome means the major expectation(s) that an individual has in his or her life. Expectations of an individual for the services and supports he or she receives are defined by these outcomes. Also referred to as personal goals.

Policy Directive #01-01 Medication Administration and Supervision of Self-Administration of Medication means a set of guidelines developed by the Department detailing the safe administration and handling of medication for individuals receiving services under the waiver. Training on the policy directive and medication administration and supervision of self-administration of medication is required for all unlicensed direct service and other staff who assist individuals with medication intake and administration, regardless of service type.

Provider means an individual vendor, group or agency that is an approved Medicaid waiver provider and has entered into an agreement with the Department to provide one or more of the services in the Developmental Services Home and Community-Based Services Waiver Program and/or the Supported Living Waiver Program.

Quality Improvement Plan means a plan of corrective action that specifies steps the provider will take to improve cited areas deemed below standard by the Department or an agent of the Department and those that are deemed not in conformity with these Assurances and/or requirements for specific services found in the Developmental Services Home and Community-Based Services Waiver Services Directory. Quality Improvement Plans (QIPs) will be required as specified in a written monitoring report prepared by the Department, or an agent of the Department. A Quality Improvement Plan may also be developed by a provider as a result of needed program improvements identified through the provider's self-assessment.

Reportable Events means any one of the eight reportable events defined in CFOP-215-6, Incident Reporting and Client Risk Prevention, July 1, 1994 version.

Retail Outlet means any provider that derives fifty percent or more of revenue from the sale of goods to the general public and is not engaged in any business specifically targeted at individuals who receive services through Developmental Disabilities. Retail Outlets are certified only for the purpose of delivering commodities and not any other service.

Self-Assessment means an evaluation completed by the provider of its organizational capabilities to meet individual outcomes or goals and service requirements identified in the Medicaid Waiver Services Agreement, the Developmental Services Home and Community-Based Services Waiver Services Directory and the provider's policies and procedures. This assessment is used to identify the extent to which the provider's policies, procedures, and practices are consistent with the stated objectives in the Medicaid Waiver Service Agreement.

Solo Practitioner means a provider who personally renders all services directly to consumers and does not employ others to render service.

Support Coordination means activities that assist individuals in gaining access to personally identified services to meet personal outcomes (goals) and address identified needs. Services may be provided through waiver and other Medicaid State Plan services, as well as needed medical, social, educational and other appropriate services, regardless of the funding source through which access is gained.

Support Coordinator means a state-approved provider of support coordination services who assists individuals and their families/guardians to identify and choose supports and services based upon outcomes or goals identified by the individual. Each support coordinator must enroll as a provider whether employed by an agency or a solo practitioner.

Support Plan means the document used to provide an accurate description of an individual's current goals and services based upon personally identified outcomes. The support plan must be completed according to the instructions provided by the Department.

Valued Social Roles means those activities that are esteemed by the general public and that define the individual in the context of his or her relationship with others. Typical valued social roles include but are not limited to: co-worker, employee, neighbor, volunteer, student, friend, family member, athlete, theater goer, church member, taxpayer, citizen, etc.

THE ASSURANCES

The provider assures compliance with the following stipulations:

1.0 COMPLIANCE WITH LAWS AND REGULATIONS

A. Compliance with State Law and Regulations

1. The provider will comply with all applicable state statutes and rules of the Department, including Chapters 393 and 409, F.S., Chapters 65B-4, 65B-8, 65B-11, and 59G-8 F.A.C., and with all regulations and written policies, procedures and directives pertaining to the implementation of the waiver as may be amended from time to time, including Department policies, policy clarifications and procedures; district/region policies, and all rates and fee schedules developed under such laws, rules, regulations, policies and directives.
2. The provider will uphold the rights and privileges of individuals with developmental disabilities as specified in s. 393.13, F.S., “The Bill of Rights of Persons Who are Developmentally Disabled.”
3. The provider will comply with all federal, state and local laws and ordinances pertaining to the operation and requirements of the provider’s business.

B. Compliance with Federal Laws and Regulation

1. The provider will comply with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., prohibiting discrimination on the basis of race, color or national origin in programs and activities receiving or benefiting from federal financial assistance (see CFOP 60-16, Methods of Administration: Equal Opportunity In Service Delivery).
2. The provider will comply with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 2000e, et seq., in regard to employees or applicants for employment (see CFOP 60-16, Methods of Administration: Equal Opportunity in Service Delivery).
3. The provider will comply with the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance (see CFOP 60-16, Methods of Administration: Equal Opportunity in Service Delivery).
4. The provider will comply with the Omnibus Budget Reconciliation Act of 1981, PL 97-35, prohibiting discrimination on the basis of sex and religion in programs and activities

receiving or benefiting from federal financial assistance (see CFOP 60-16, Methods of Administration: Equal Opportunity in Service Delivery).

5. The provider will comply with the Americans with Disabilities Act of 1990, PL 101-336, prohibiting discrimination based on disability in employment, public accommodations, transportation, state and local government services and telecommunications (see CFOP 60-16, Methods of Administration: Equal Opportunity in Service Delivery).
6. The provider will comply with Title 42, Code of Federal Regulations (CFR) 431.51, which states that each individual served by the provider will be afforded freedom of choice within the scope of available funding levels. Freedom of choice includes, but is not limited to:
 - (a) Opportunities for the individual to select non-funded supports available to the general community from among those activities or experiences that meet the individual's needs and preferences;
 - (b) Opportunities for the individual to select providers of Medicaid State Plan services from among those enrolled in the Medicaid program, and that also meet the individual's needs and expectations;
 - (c) Opportunities for the individual to select providers of waiver services from among those certified to provide waiver services and enrolled in the Medicaid program, and that meet the individual's needs and expectations;
 - (d) Opportunities for the individual to select providers of non-Medicaid, non-waiver services from among those determined eligible to provide services by a district/region, and that also meet the individual's needs and expectations;
 - (e) Opportunities for the individual to change providers of supports and services;
 - (f) Opportunities for the individual to work with a provider to identify mutually agreeable times and settings for the provision of supports or services; and
 - (g) The opportunity for the individual to end participation in the waiver.

2.0 PROGRAM REQUIREMENTS

- A. The provider will not disclose or use any information concerning an individual receiving services under the waiver for any purpose that is not in conformity with Chapter 393.13 F.S. and federal regulations, except upon written consent of the individual or the individual's legal guardian.

- B. In accordance with section 415.1034, F.S., the provider or any employee of the provider who knows, or has reasonable cause to suspect, that an individual who receives services from Developmental Disabilities is being or has been abused, neglected or exploited, will immediately report such knowledge or suspicion to the central abuse registry and tracking system of the Department on the statewide toll-free telephone number (1-800-96ABUSE). TTY users call 1-800-453-5145.
- C. The provider understands and agrees that the Department is responsible for the expenditure of all funds appropriated to the Department by the Florida Legislature for individuals who receive services from Developmental Disabilities and Developmental Services Home and Community-Based Services Waiver Programs. Accordingly, the Department is ultimately responsible for determining the appropriateness or medical necessity of services purchased in accordance with 59G1.010 F.A.C. and the amount of Developmental Disabilities funds available to purchase services and goods.
- D. The provider agrees within the mission and scope of the service(s) offered, to safeguard the health, safety and well-being of all individuals receiving services from the provider.
- E. The provider agrees within the mission and scope of the service(s) offered, to assist people in the achievement of personal outcomes in the areas of personal goals, choice, social inclusion, relationships, rights, dignity and respect, health, environment, security and satisfaction.
- F. The provider agrees to participate in and support the personal outcome process for each individual and to use personally identified individual information and data from this process to (1) design person-centered supports and services, (2) to enhance service delivery in a manner that supports the achievement of personal outcomes, and (3) to make improvements in the provider's service delivery system.
- G. The provider agrees, with the individual's permission, to participate in the discussion of the individual's record, the individual's progress, the extent to which the individual's needs are being met or any need for modifications to the support plan, implementation plan, or other documents as applicable. This discussion could involve the Department, other service providers, the individual, the guardian, family and friends.
- H. The provider agrees, with the individual's permission, to provide information about the individual to assist in the development of the support plan, and to attend the support planning meeting when invited by the individual, family member or guardian.
- I. The provider agrees, within the realm and scope of the service(s) provided, to expand the individual's life experiences through opportunities to be part of the community through the provision of person-centered supports and services.

- J. The provider agrees, as appropriate to the realm and scope of the service(s) offered, to provide relevant training, experiences and opportunities that relate to the goal(s) identified on the individual's support plan and to assist the individual to achieve desired personal outcomes (goals).
- K. It is the responsibility of the Developmental Services Home and Community-Based Services Waiver program providers, and employees of providers who transport individuals in the process of and merely incidental to providing one or more other primary waiver service(s) and who are not reimbursed for such transportation, to comply with all applicable traffic and motor vehicle laws, including applicable insurance. Proof of a current license and insurance shall be provided to the district/region at the time of enrollment as a waiver provider, and at any time the Medicaid Waiver Services Agreement is updated.
- L. The provider understands and agrees to provide and bill for only those services approved by the district/region on the individual's cost plan which the provider is authorized to provide, and has provided. The provider agrees not to bill for services until after they have been fully provided.
- M. As appropriate to the type and scope of service(s) provided, the provider shall attend meetings and training deemed mandatory by the district/region and the Department.

2.1 Required Training

- A. The provider will ensure that the provider and each employee of the provider receives specific training required to successfully serve each individual, including the following:
 - 1. Emphasis on individual choice and rights;
 - 2. The responsibilities and procedures for maintaining the health, safety, and well-being of individuals served;
 - 3. Training in accordance with the Department's **Policy Directive #01-01 Medication Administration and Supervision of Self-Administration of Medication** to enable unlicensed direct service and other staff to appropriately and safely handle and administer medications for individuals served. This is required training for any staff who administer medications, regardless of service type;
 - 4. Recognition of abuse and neglect as well as district/region and provider reporting procedures;
 - 5. Training on the development and implementation of the required documentation for each service rendered;

6. The Developmental Disabilities Program Medicaid Waiver Services Agreement and Attachments and the requirements for specific services from the Developmental Services Home and Community-Based Services Waiver Services Directory, including the use of personal outcomes to establish a person-centered approach to service delivery;
 7. Other training specific and appropriate to the needs of the individuals served by the provider and any training required for specific services in the Developmental Services Home and Community-Based Services Waiver Services Directory.
- B. The provider shall maintain adequate and complete documentation to verify their participation, and participation of any employees of the provider, in training required in this attachment and for the specific service(s) for which the provider is enrolled as required in the Developmental Services Home and Community-Based Services Waiver Services Directory.

2.2 Department Notification

The provider will share responsibility and assist the Department and others in the notification and resolution of the following issues and concerns for, or on behalf of, each individual served by the provider:

- A. Notification to the district/region and the other providers as appropriate of issues concerning:
1. The individual's continued eligibility for waiver services. Any provider that becomes aware of an individual's loss of Medicaid benefits shall immediately contact the individual's support coordinator.
 2. The possibility of losing Medicaid eligibility. Any provider that becomes aware of an individual's pending loss of Medicaid benefits shall immediately contact the individual's support coordinator.
 3. Plans to move out of the district/region or out of the state; and
 4. Plans to discontinue receiving services from the provider, waiver or the Department.
- B. Notification to the district/region of an emergency or of an unusual occurrence or circumstance in accordance with district/region operating procedures or protocols. Said notification of an unusual occurrence or circumstance includes, but is not limited to:
1. The hospitalization of the individual;
 2. The involvement of law enforcement agencies; and

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3. Concerns about abuse, neglect, or exploitation and reporting of abuse; reportable events as defined in CFOP 215-6, Incident Reporting and Individual Risk Prevention; and CFOP 210-1, Review of Suspicious Child Deaths.

3.0 ADMINISTRATIVE POLICIES, PROCEDURES, AND PRACTICES

Pursuant to Section 393.062, Florida Statutes, the Department is charged with ensuring the most cost-efficient and effective community-based services for individuals with developmental disabilities. In order to accomplish this objective the Department requires that each provider type and those providing the services listed below develop written policies and procedures for the provision of services to individuals under the Medicaid waiver:

All agency or group providers.

Solo Practitioners providing the following services: Adult Day Training, Non-Residential Support Services, Residential Habilitation Services, Support Coordination, Supported Employment, and Supported Living Coaching.

- A. The provider's practices shall be consistent with its written policies and procedures. Revisions to the provider's policies and procedures shall be made in a timely manner if modifications in provider practices deviate from the policies as written.
- B. The provider's policies shall address, at a minimum, the following:
 1. Procedures on the use of the Personal Outcome Process, and how individual outcome information will be incorporated into service delivery planning;
 2. Procedures governing how a person-centered approach to services will be provided in order to meet the needs of the individual(s) served and to achieve the personal goals on the support plan;
 3. Policies and procedures that will promote the health and safety of every individual who receives services from the provider;
 4. Policies and procedures which detail the safe administration and handling of medication in order to assure the health and safety of individuals served, including the appropriate training of staff in accordance with the Department's **Policy Directive #01-01 Medication Administration and Supervision of Self-Administration of Medication**;
 5. Policies and procedures to ensure the smooth transition of the individual between providers and other supports and services;
 6. Policies and procedures that address the provider's staff training plan and that specify how pre-service and in-service activities will be carried out including HIV/AIDS training pursuant to s.381.0035 F.S., the Department's **Policy Directive #01-01 Medication Administration and Supervision of Self-Administration of Medication**, CPR and all other mandated training;

7. The provider's grievance procedures as outlined in section 3.9 of this document;
 8. The provider's procedures for conducting Self-Assessments.
- C. Each agency or group provider will maintain a current table of organization, including board of directors (when applicable), directors, supervisors, support staff, and all other employees.

3.1 Self-Assessment

Each agency or group provider, or Solo Practitioner providing specific services referenced in 3.0 above shall perform an annual self-assessment to determine the effectiveness of services being offered and the provider's compliance with requirements identified in this Agreement and the Developmental Services Home and Community-Based Services Waiver Services Directory. This annual assessment will assist the provider to determine, within the realm and scope of the service(s) that is provided, the extent to which the provider is developing and maintaining person-centered processes that will assist individuals in the achievement of personal outcomes, particularly in the areas of personal goals, choice, social inclusion, relationships, rights, dignity and respect, health, environment, security and satisfaction. At a minimum, the provider's Self-Assessment survey will include a combination of: a) records review; b) interviews to determine the extent to which provider actions support the achievement of personal goals identified by individuals receiving services; and c) at least annual individual satisfaction surveys. A Quality Improvement Plan which addresses areas needing improvement will be developed by the provider as part of the Self Assessment process.

3.2 Screening Requirement

Each provider will maintain and make available upon request documentation that:

- A. Level Two background screening requirements are met in accordance with s. 393.0655, F.S.;
- B. State and national criminal and history checks are performed for any officer, director, billing agent, managing employee and any affiliated person, partner, or shareholder having ownership interest of 5 percent or greater in the agency, in accordance with section 409.907, F.S.
- C. All employees meet qualifications as specified in this document and the DS/HCBS Services Directory, including copies of high school and/or college diplomas and certified college transcripts as required.

3.3 Change in Provider Status

- A. The provider understands and agrees that the Department and individuals served will be notified of any change, sale or transfer of ownership. Individuals receiving services will be given an opportunity to receive services from the new owner, purchaser, or transferee, or to select another provider.
- B. The provider understands and agrees that the Department shall be notified prior to any change in provider status from a Solo Practitioner to an agency or group provider. Such change shall be subject to Department review and approval.
- C. The provider understands and agrees that if they voluntarily terminate services, experiencing a break-in-service of ninety (90) days or more, and desire to return to waiver service delivery in any capacity, that they will be considered a new applicant and shall comply with all the requirements of a new applicant.

3.4 Records Retention

- A. The provider will establish and maintain records pertinent to this contract which sufficiently and properly reflect all services provided and revenues and expenditures of funds provided by the department under this contract. All records pertinent to this Agreement, including information stored in electronic media, shall be retained for a period of at least five (5) years after the completion of the contract, or if a state or federal audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract. Records shall be established and maintained in accordance with generally accepted accounting procedures and practices.
- B. The provider agrees that if all or part of the business is sold or transferred, the provider will maintain and make available to the Department and the Agency those Medicaid-related records required to be kept unless the provider enters into an agreement with a third party to do so and furnishes the Department with a copy of such agreement. Any such agreement will require the holder or custodian of the records to comply with the terms set forth in the Developmental Disabilities Program Medicaid Waiver Services Agreement and the attached Core Assurances for retention and access to said records.

3.5 Financial Requirements

- A. The provider agrees to notify the Department in writing prior to any filing for bankruptcy protection.
- B. Appropriate to the type and scope of services rendered, the provider agrees to maintain a separate checking account for any personal funds of any and all individual(s) in the care of, or

receiving services from, the provider. If a single trust account is maintained for all individuals' personal funds, a separate accounting must be maintained for each individual's funds, which reconciles monthly to the account's total as noted on the bank statement and is retained by the provider for review by the Department or Agency. The provider further understands and agrees that at no time should any individual's personal funds be commingled with the funds of the provider or any of its employees.

- C. Neither the provider nor its employees, in their official capacity, will receive any financial benefit as a result of being named the beneficiary of a life insurance policy on an individual served by the provider.
- D. Neither the provider nor its employees, in their official capacity, will benefit financially by borrowing or otherwise using the personal funds of an individual served by the provider.

3.6 Marketing Practices

The provider will market its services in a professional and ethical manner.

- A. The provider shall not, nor shall employees of the provider, possess or use for the purpose of solicitation, lists or other information from any source that identifies individuals receiving services from the Department.
- B. The provider shall not, nor shall employees of the provider, solicit individuals directly or through an agent, through the use of fraud, intimidation, undue influence, or any form of overreaching or vexatious conduct, including offering discounts or special offers that include prizes, free services, or other incentives.
- C. The provider shall not, nor shall employees of the provider, unduly influence an individual to request a support or service, select a support or service vendor or participate in an activity, regardless of whether or not the individual's request, selection or participation results in any benefit to the provider.

3.7 Goods and Services Provided

- A. The provider will conduct or be responsible for the following duties for or on behalf of each individual served by the provider. The provider will:
 - 1. Document all service provision clearly and legibly in accordance with the Developmental Services Home and Community-Based Services Waiver Services Directory in a manner that will describe the limits of service, units of service, payment of service, location of service, and any other special consideration that will clearly document the rationale for the provision of the service;

2. File all required documentation in the individual's record prior to submitting an invoice for services rendered;
 3. Maintain documentation in accordance with procedures specified in these contract documents, including the specific service requirements identified in the Developmental Services Home and Community-Based Services Waiver Services Directory, for each participant being served, as well as for each waiver service being provided. The Department retains the right to review an individual's record(s) at any time.
 4. Bill for only those services for which an approved service authorization has been received. Services shall be billed only at the approved rate, frequency and duration. Copies of service authorizations shall be kept on file by the provider and shall be made available to Department staff for monitoring purposes.
- B. The provider understands and agrees that the Department is the final authority on all matters pertaining to paid services or goods purchased with funds appropriated to the Department for individuals who receive services through the waiver.

3.8 Payment Provisions

- A. The provider understands and agrees that all bills for duly authorized and rendered services shall be billed solely through the Department's Allocation, Budget and Contract Control (ABC) system. No bill shall be submitted directly to Medicaid's fiscal agent by the provider. Invoices submitted for payment and the corresponding support documentation must be correct and legible.
- B. The provider understands and agrees that the Medicaid fiscal agent or the Office of the Comptroller will not pay a different Medicaid waiver payment rate for the same level of service from the same provider and will only pay for those services authorized and directly related to the individual's goals as identified in his current support plan and that are authorized on a current and approved cost plan.
- C. The provider understands and agrees that payment from the Medicaid fiscal agent is made to a provider who is determined eligible by a district/region and has executed a Developmental Disabilities Program Medicaid Waiver Services Agreement. The provider further understands that payment is contingent on enrollment in Medicaid as a waiver provider for Developmental Services Home and Community-Based Services Waiver services.
- D. The provider understands that Medicaid payment will be payment in full for the services provided. The provider understands that it may not bill the individual or family for any service that is reimbursed by Medicaid.

- E. The provider understands and agrees that payment from the Medicaid fiscal agent will be made only after services are rendered.
- F. The provider understands and agrees that payment of services for individuals placed out-of-district/region will be made at the same rate for those individuals being served by the provider in the host district/region.
- G. Payment shall not be made when no service is rendered.
- H. The provider understands and agrees that the Department is under no obligation to fund or fill vacancies created under any circumstance.

3.9 Recoupment of Funds

- A. The provider understands and agrees that the Department will recoup funds paid to the provider for any service for which the provider received payment and that required documentation for that payment does not fully support that the service was rendered,
- B. The provider understands that payment for services that are not authorized or not billed through the Department's ABC system will result in recoupment of funds by the Department.

3.10 Grievance Procedures

The provider understands and agrees to establish and maintain written grievance procedures that will be used to resolve conflicts that may arise between the individual, family, and/or guardian and the provider. These procedures do not preclude appropriate requests for a hearing in accordance with Chapter 120, F.S., nor do they preempt the individual, family, and guardian's right to request a change in services and/or provider.

- A. These procedures will specify:
 - 1. That grievance procedures will be reviewed and signed by the individual, family and/or guardian within 30 days of beginning services and annually thereafter;
 - 2. That grievance procedures will be communicated in clear, understandable language to the individual, his family or guardian. Responses to grievances will be provided verbally and in writing at the individual's level of comprehension and in the language understood by the individual; and
 - 3. That a log of all grievances filed by individuals, families or guardians will be maintained and will include the following information:

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- (a) The name of the person making the complaint and his relationship to the individual receiving services;
- (b) The date the complaint is received;
- (c) A clear description of the complaint. (Oral complaints will be documented in writing.) All complaints should be retained in the individual's file and a copy retained with the grievance log; and
- (d) The date of the final disposition of each complaint.