



<b>Broward Behavioral Health Coalition, Inc.</b>	
<b>Policy Title:</b> Contract Management	
<b>Policy Number:</b> BBHC.0085	<b>Contract Section (s):</b> Contract No. JH343
<b>Effective Date:</b> May 1, 2015	<b>Revision Date:</b> 8/4/2023
<b>Responsible Department:</b> Continuous Quality Improvement	
Approved by: Caren Longworth, Director of Quality Improvement	
Signature: <small>DocuSigned by:</small> <i>Caren Longworth</i> <small>7A4D59B701D0479...</small>	Date: <u>8/6/2023</u>
Approved by: Silvia Quintana, Chief Executive Officer	
Signature: <small>DocuSigned by:</small> <i>Silvia Quintana</i> <small>D999499960A143C...</small>	Date: <u>8/6/2023</u>

**Policy** - This policy establishes procedures and standards for the process of managing the Provider Network, funded in whole or part by the Florida Department of Children and Families (DCF) Substance Abuse and Mental Health dollars, as contracted for and administered by Broward Behavioral Health Coalition, Inc. (BBHC). This policy ensures adherence to the contract between BBHC and the Provider, the contract for service delivery model in compliance with the applicable policies and regulations; the collection, maintenance, management and reporting of data information related to all contractual transactions consistent with Florida Statutes, and the Health Insurance Portability and Accountability Act (HIPAA); and applicable U.S. Department of Financial Services Chief Financial Officer Memoranda and Uniform Grant Guidance, 2 CFR §200. This will provide reasonable assurance that a comprehensive and accurate record is maintained for inspection at any time by any interested party; protection of the public funds it disburses; and ensures the maximum return of services from those funds.

**Purpose** - Contract Management refers to the delineation of the procedures and duties recontract-related continuous management, oversight, and communication with a Provider and to provide technical assistance; establish the minimum documents to be maintained in a contract file; continuous review of the contract file; and other contract related duties.

**Procedures** - Contract Management involves several key processes, such as contracting with Providers, assessing risk for executing contracts, contract compliance in accordance with the BBHC Provider Handbook for executed contracts, and technical assistance.

- I. The **Contract Manager** is responsible for:
  - a. Drafting the contract and amendments, as applicable
  - b. Enforcing compliance with administrative and programmatic terms of the contract and requesting corrective actions for non-compliance
  - c. Maintaining the official contract file and ensuring required reports and documents are in the contract file; and
  - d. Provide or coordinate technical assistance to the provider.
  
- II. **Contract:** Defines the expectation that Providers comply with all Federal and State requirements, data submission standards and requirements, outcome performance expectations, incident reporting policies, recipient eligibility requirements, and service delivery requirements.
  
- III. **Contracting Process:** After each procurement process or renewal year, the parties will negotiate the specific business terms applicable for the delivery of the service procured and delineate the procedures related to compliance with the contract requirements. The provider contract and all documents incorporated by reference establish the basis for accountability and compliance for provider performance and defines the expectations for the delivery of quality services.

All contracts will be procured, negotiated, and implemented in accordance with BBHC's policy entitled "BBHC.0083 – Contracting Process."

- IV. **Assessing Risk:** BBHC will use pre-determined risk elements to identify the risks inherent with the contracted service to develop methods necessary to ensure the provider's protection of consumers and public funds, as well as adhering to the statutory requirements. After the completion of a Risk Assessment, the Contract Manager will develop a Monitoring Schedule in collaboration with BBHC's Management Team, that details the manner, frequency, and scope of the Contract Accountability Review, including the accreditation status of the Provider.

All Risk Assessments will be conducted in accordance with BBHC's policy entitled "BBHC.0088 – Risk Assessments."

- V. **Maintenance of the Contract File:** The Contract File includes all documents prepared and obtained as a result all contract-related

activities. The Contract File shall be maintained by BBHC electronically.

Electronic File May Include:

1. Invoices
2. Contract and Amendments
3. Contract Accountability Review Supporting Documentation and Report
4. Provider Reports (e.g., Hard of Hearing and Financial Reporting,
5. Applicable Correspondence
6. Accreditation Records
7. Legal and Organizational Records (e.g., provider approved subcontracts; Organizational Chart; copies of required documents such as Insurance certificates and required licenses)
8. Provider's sliding fee scale for clients
9. Other documents, as may be required.

Contract files assigned to BBHC by DCF may not contain all the above information. When information is missing, requests will be made to DCF or the provider during review and daily contract management activities.

E-Verify Registration and Use.

A. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Contractors shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>. to verify the work authorization status of all Contractor employees.

B. Contractor shall require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. (ii) Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

C. Contractor must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

D. Failure to comply with this provision is a material breach of the Agreement and shall result in the immediate termination of the Agreement.

**VI. Technical Assistance:** Providers will receive advice, assistance, and training pertaining to the development, implementation, operations, or compliance with any area of the contract. Technical assistance is provided to ensure actions are following the contract, applicable laws,

are efficient and meaningful, and ensure compliance with the contract and overall improvement of the service quality to the consumer.

<b>REFERENCES:</b> BBHC.0083 – Contracting Process BBHC.0088 – Risk Assessments

<b>ATTACHMENTS:</b> E-Verify Affidavit Form
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<b>DEFINITIONS:</b>
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**REVISION LOG**

<b>REVISION</b>	<b>DATE</b>
Changed to a BBHC policy	6/29/2020
Added responsible department and references	7/21/2021
Reviewed, grammatical errors fixed	7/28/2022
Added verbiage regarding the use of E-Verify and E-Verify Form	3/16/2023
Reviewed, no changes made	8/4/2023

The Director of Quality Improvement and Chief Executive Officer are responsible for all content in this policy.

**BROWARD BEHAVIORAL HEALTH COALITION (BBHC)  
E-VERIFY FORM UNDER §448.095, FLORIDA STATUTES**

**TO BE RETURNED WITH PROPOSAL**

Project Name: \_\_\_\_\_  
Project No.: \_\_\_\_\_

1. Definitions:

“*Contractor*” means a person or entity that has entered or is attempting to enter into a contract with a public employer, or a third party under contract with a public employer such as BBHC, to provide labor, supplies, or services to such employer or third party in exchange for salary, wages, or other remuneration.

“Contractor” includes, but is not limited to, a vendor or consultant.

“*Subcontractor*” means a person or entity that provides labor, supplies, or services to or for a Contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with BBHC. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with BBHC; and
- c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of §448.095, Florida Statutes, "Employment Eligibility," as amended from time to time. This includes but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of

all newly hired employees. The Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of this affidavit for the duration of the contract.

- d) If a Contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of this affidavit for the duration of the contract.

### 3. Contract Termination

- a) If BBHC has a good faith belief that a person or entity with which it is contracting has knowingly violated §448.09 (1), Florida Statute, the contract shall be terminated.
- b) If BBHC has a good faith belief that a subcontractor knowingly violated §448.095 (2), but the Contractor otherwise complied with §448.095 (2), Florida Statute, shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d) Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination.
- e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a contract by BBHC for a period of one (1) year after the date of termination.

**VERIFICATION**

Under penalties of perjury, I declare that I have read the foregoing [DOCUMENT TITLE] and that the facts stated in it are true [to the best of my knowledge and belief].

\_\_\_\_\_  
[VERIFYING PARTY'S NAME]

STATE OF FLORIDA            )  
  ) ss:  
COUNTY OF                    )  
\_\_\_\_\_

Sworn to and subscribed before me by means of \_\_\_\_\_ physical presence or \_\_\_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public – State of Florida

\_\_\_\_\_  
[PRINT, TYPE, OR STAMP NAME OF NOTARY PUBLIC]

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_ [CHECK ONE]  
Type of Identification Produced: \_\_\_\_\_  
[COMPLETE ONLY IF NOTARY REQUESTED IDENTIFICATION]