

Big Bend Community Based Care Policy & Procedure

Series:	700: Provider Network & Licensing	
Policy Name:	Contracting	
Policy Number:	712	
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Regulation:	402.7305, F.S.	
Related Policies:	BBCBC OP 700-709, Provider Recruitment and Network Development BBCBC OP 1300-1326, Signature Authority	

Policy

It is the policy of Big Bend Community Based Care, Inc. (BBCBC), to manage contracts for services according to established procedures and with due regard for standards of best practice.

Procedure

A. Contracting Standards.

1. The Contract Manager is responsible for enforcing performance of the contract terms and conditions and acts as the liaison between the Service Provider and BBCBC.
2. Contract tasks include the management of contracts as listed below:
 - a. Contract development and negotiation;
 - b. Formulation of policies and procedures that govern contractual agencies and administrative practices;
 - c. Monitoring and reviewing evidence of contractual compliance in the areas of Environment of Care, Case Review, Administration, Personnel, and Quality;
 - d. Provision of technical assistance to Service Providers;
 - e. Recommendation and monitoring of corrective action plans as necessary;
 - f. Tracking and monitoring performance outcomes in conjunction with BBCBC's Quality Assurance Department.

B. Contract Development and Routing.

1. When a contract is issued, the Contract Manager or designee writes/prepares the contract and forwards it to the appropriate BBCBC staff for review and approval.
2. Once finalized, contracts are scanned and emailed to the Service Provider for signature prior to execution by BBCBC.
3. The Service Provider's designee will print and sign an original and return it to the Contracts Unit of BBCBC. The Service Provider may print and sign an additional copy of the contract for BBCBC to sign and return as the provider's original contract, otherwise BBCBC will provide a copy of the contract to the provider.

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4. BBCBC's CEO or designee is the authorized signer of contracts for BBCBC, and is the last signature obtained for execution of a given contract.
 5. Following obtaining the CEO's signature, the original fully executed contract packet is filed in the Contract Unit's office, one original is returned to the Service Provider and a copy is distributed to DCF.
- C. Subcontract Structure.** BBCBC subcontracts will include all terms and conditions governing the nature and delivery of services, provider performance specifications and performance evaluation methodology, record keeping and recording requirements, payment methodology, and penalties for provider non-compliance. Each Service Provider Subcontract contains the following documents:
1. **Standard Service Provider Subcontract ("Core Contract").** The Core Contract is a standardized contract template used for all subcontracts. It contains legally approved clauses and provisions, a listing of reports and certifications due from the Service Provider, as well as quality management requirements of the organization. The contract beginning and end dates are outlined and must fall within the period authorized by the funding source involved.
 2. **Attachment I – Program Specific Requirements, Including Exhibits referenced in the Attachment I.** The Attachment I includes the definition of terms; general description of the services being purchased and major program goals; service authorization, including eligibility criteria; service tasks; staffing requirements; service location; deliverables and reports; method of payment and performance measures and expected outcomes and criteria for evaluation of performance. Exhibits are specific to the services under contract and typically include required reports and/or other documents that will be submitted to BBCBC by the Service Provider.
 3. **Additional Attachments.** Documents such as certifications requiring signature and/or standardized forms or documents referenced in the Core Contract.
- D. Agreement Structure.** Network Provider Agreements include, but are not limited to, the following information: description of professional services and reports to be provided; compensation to be provided; required invoice and supporting documentation; indemnification clause; confidentiality; and documentation of required insurance and licensure/certifications, if applicable.
- E. Contract or Agreement Termination.** A contract or agreement may be terminated voluntarily and without cause by either party by giving a 30-day written notice to the other party. A contract or agreement, however, may be terminated at any time if BBCBC determines that the provider poses a risk of danger to any client or if BBCBC's contract with DCF is terminated.

In addition to the above, there are conditions which a contract or agreement may be involuntarily terminated with a 30-day notice in writing. They are: provider non-performance, failure or refusing to perform any of the provisions of the contract, and/or failure to timely satisfy the contract provisions.

F. Termination of Contracts.

1. **Involuntary Contract or Agreement Termination.** All contracts and agreements will receive the following notice and due process, including information regarding the contract grievance process, before a contract or agreement is terminated for non-compliance.
 - a. When the Contract Manager determines there is evidence of a provider's substantial non-compliance in fulfilling any or all of its contract terms, the Contract Manager will give written notice of the non-compliance to the provider. The provider will receive written notice that it will have a set period of time in which to correct the non-compliance issues (generally not more than thirty (30) days).

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- b. During this period, the Contract Manager may provide and/or suggest technical assistance in an effort to assist the provider in meeting their contract obligations.
- c. Prior to the end of the time period (as indicated in the written notice), the provider must submit to the Contract Manager credible written evidence/documentation indicating substantial compliance with all elements identified in the written notice of non-compliance.
- d. Once the evidence/documentation is received from the provider, the Contract Manager will request a meeting with BBCBC's Chief Operating Officer (and other members of BBCBC's Management Team, as appropriate) in order to review the material provided. The meeting will occur within three (3) business days of the request and the determination will be made whether the evidence submitted clearly demonstrates that the provider is, or will be, back in compliance at the end of the time frame outlined.
- e. If the evidence submitted by the provider clearly demonstrates that the provider cannot meet compliance within the time frame outlined, and the provider lacks the capacity to substantially comply, or technical assistance will not remedy the problem, then the provider will be given written notice to terminate the contract. In addition to this letter, the provider will also receive information regarding the grievance process. Once the notice to terminate has been received by the provider, it will be the Contract Manager's responsibility to ensure that the termination of the contract is communicated appropriately to those who need to know for the purpose of developing a transition plan for any and all children whose services will be affected by the termination of the contract. The Contract Manager and Chief Operating Officer will work together to ensure that other appropriate services are located and all details regarding a smooth transition are identified and in place prior to the termination date of the contract. The transition plan should begin to be developed as soon as the letter regarding the Notice of Termination is received by the provider.
- f. However, if the evidence submitted by the provider demonstrates that compliance will be met within the time frame outlined in the written notice of non-compliance, the provider will not be subject to termination, however, the contract monitoring activity will be increased as determined by the Contract Manager and will not continue in accordance with the typical monitoring schedule. This increased monitoring will continue until the provider is able to maintain their performance and/or cure the deficiencies for a minimum of six (6) months following this review.

2. Voluntary Contract Termination.

- a. A contract may be terminated voluntarily and without cause by a provider and/or BBCBC with a thirty day written notice.
- b. If a notice of termination by a provider has been received by the Contract Manager, a copy will be sent to the Chief Executive Officer/Chief Operating Officer.
- c. Once the notice of termination notice has been received by BBCBC, it will be the Contract Manager's responsibility to ensure that the termination of the contract is communicated appropriately to those who need to know for the purpose of developing a transition plan for any and all children whose services may be affected by the termination.
- d. The Contract Manager and Chief Operating Officer will work together to ensure that other appropriate services are located and all details regarding a smooth transition are identified and in place prior to the termination date of the contract.
- e. The transition plan should begin to be developed as soon as BBCBC receives the notice of termination from the provider.