Family Partnerships of Central Florida
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PROCEDURE

Series:	**Contracts and Grants**	**COA: RPM 6**
	CFOP: NA	
Procedure Name:	Contracting Procedures	
Procedure Number:	CG-302	
Reviewed Date:	02/29/12, 06/17/16, 06/8/17, 4/16/2024	
Revision #/Date:	(2)10/02/08 (3)05/01/09, 10/24/2019, 06/27/2025	
Effective Date:	11/01/2008	
Applicable to:	All FPOCF Staff and Provider Network Members	

SUBJECT: Contracting

PURPOSE: This operating procedure provides direction for establishing contracts which are defined as formal written agreements executed between FPOCF and an individual or organization for the procurement of contractual services; independent contractor agreements; and Memorandum of Understandings. All terms necessary to govern the relationship between FPOCF and the provider will be included in the written document. Formal agreements are developed to ensure that the provider is held to the highest possible standards for service quality, accountability, economic efficiency, and service effectiveness.

PROCEDURE: GOV 201 Signatory Authority

Agreement Type Determination

For each potential provider, FPOCF will identify the specific goods and/or services to be rendered, the populations of other recipient(s) to be served, the anticipated funding source and level, and the anticipated payment methodology. The Director of Contracts and Compliance or designee will determine which one of the following documents is applicable and prepare the document.

1. Subrecipient Contract
2. Independent Contractor/Consultant Rate Agreement
3. Out of Home Care Rate Agreement
4. Memorandum of Agreement/Memorandum of Understanding (MOA/MOU)

The determination regarding type of documentation needed shall be based on all applicable facts and circumstances, including (but not limited by) the following general descriptions:

1. Subrecipient Contract: An entity with programmatic responsibility and defined as such by federal or state FPOCF funding source.

2. Independent Contractor/Consultant Rate Agreement: Professional services to clients or FPOCF on an hourly or per-project basis.

3. Out of Home Care Rate Agreement: Residential group care services provided to FPOCF clients by out of county and/or Substance Abuse and Mental Health (SAMH) placements paid on a daily rate basis.

4. Memorandum of Agreement/Memorandum of Understanding (MOA/MOU): Coordination of service efforts where FPOCF and another agency or entity share a common goal, but no money is exchanged between the parties.

The documentation prepared shall include the following:

1. Subrecipient Contract:
    a. Utilization of the FPOCF approved Standard Contract template
    b. Attachment I – includes:
        i. definition of terms
        ii. general description that includes the scope of service, populations served, and major program goals
        iii. contract tasks
        iv. roles and responsibilities of participating organizations
        v. performance measures
        vi. service authorization, including eligibility criteria
        vii. provisions for training and technical support
        viii. conditions and methods of compensation which describe the beginning and ending dates of the contract and the amount and manner of payment
        ix. reports and contract performance standards
        x. monitoring methods
    c. Exhibits – any exhibits referenced in Attachment I
    d. Attachment II – any needed certifications such as Certification Regarding Lobbying

2. Independent Contractor/Consultant Agreements:
    a. recitals
    b. description of professional services and report(s) to be provided
    c. compensation to be provided
    d. required invoice and supporting documentation, including Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification)
    e. description and acknowledgement of contractor's status as an Independent Contractor (no employment, partnership or joint venture; no withholding; no provision of office, staff, or supplies; contractor is responsible for all applicable employment and other taxes and workers' compensation payments; contractor carries adequate professional liability insurance)
    f. documents, information and work products are the property of FPOCF, and provision for contractor to return same upon termination of the Independent Contractor Agreement
    g. indemnification
    h. confidentiality
    i. documentation of required insurance and licensure/certifications, if applicable

3. Out of Home Care Rate Agreement:
    a. description of services to be provided and compliance with applicable state and federal laws and regulations
    b. admission and discharge requirements
    c. staff qualifications and training requirements
    d. terms of agreement
    e. compensation terms
    f. indemnification
    g. documentation of required insurance and licensing requirements
    h. description and acknowledgement of contractor's status as an Independent Provider
    i. list and frequency of required reports (Monthly Progress Reports, Incident Reports, etc.)
    j. right to Audit requirements
    k. confidentiality requirements

4. Memorandum of Agreement/Memorandum of Understanding (MOA/MOU):
    a. services exchanged or provided, and/or the goals and objectives of such collaborations
    b. list of parties to the agreement
    c. purpose
    d. agreement period
    e. roles and responsibilities of each organization
    f. compliance with confidentiality procedures
    g. amendments/cancellations/renewal procedure
    h. dispute resolution
    i. authorization for signature

Contract Control

Contract Control details the contract/agreement numbering process and the documentation of all written agreements on a master contract log sheet. Contracts shall be numbered as follows:

Subrecipient Contracts – The first three (3) digits are letters identifying the type of contract (example: CPA for Child Placing Agency); the next two (2) digits are numerical and signify the beginning year of the contract (example: 08 for contracts beginning in 2008); the last two (2) digits are numerical and begin with "01" and continue numerically through to the last contract in the series.

Example: Child Placing Agency contract beginning July 1st, 2008: CPA0801, CPA0802, etc.

Consultant Rate Agreements – CRA's are similar to Independent Contractor Agreements but are created and managed by the FPOCF Contracts Department in response to a Provider's submission of a Request for Qualification. These agreements contain standard language for Providers that make up the FPOCF Provider Network base of referrals. All Consultant Rate Agreements begin with the letters "CRA;" the next two (2) digits are numerical and signify the beginning year of the agreement; the last two (2) digits are numerical and begin with "01" and continue numerically through to the last agreement in the series.

Independent Contractor Agreements – Independent Contractor Agreements are created and managed by the FPOCF Contracts Department staff. All Independent Contractor Agreements begin with the letters "ICA;" the next two (2) digits are numerical and signify the beginning year of the agreement; the last two (2) digits are numerical and begin with "01" and continue numerically through to the last agreement in the series.

Service-Related Contracts

The following policy information pertains to subrecipient contracts for the provision of services and goods which support the provision of child welfare services which are administered through the FPOCF Contracts Department.

Scope

FPOCF contracts will include all terms and conditions governing the nature and delivery of services, provider performance specifications and performance evaluation methodology, record keeping and reporting requirements, payment methodology, and penalties for the provider's non-compliance. The written contract document must be executed by both FPOCF and the provider prior to delivery of services or incurring expenses.

Standard Contract: A standardized contract template will be used for the procurement of all services. It contains legally approved clauses and provisions as well as quality management requirements of the organization. The contract's beginning and ending dates must fall within the period authorized by the funding source involved. The contract will also include the following attachments:

- Attachment I - Includes the definition of terms; general description that includes the scope of service and major program goals; service tasks; roles and responsibilities of participating organizations; performance measures and expected outcomes and criteria for evaluation of performance; service authorization, including eligibility criteria; provisions for training and technical support; conditions and method of compensation which describe the beginning and ending dates for the contract and the amount and manner of payment; all reports and contract performance standards.

- Exhibits – Any exhibits referenced in Attachment I

- Attachment II – Any certifications needed such as the Certification Regarding Lobbying.

Performance Standards: FPOCF is responsible for meeting the performance standards outlined in their contract with the Department of Children and Families and requires contracted service providers to meet those standards as well. Service providers may also establish performance measures, including outputs and outcomes, unique to their organization and the services they provide. The outputs and outcomes must be measurable and expressed in mathematical terms and clearly state the mathematical formula to be used; (e.g., percentages, ratios, averages, units, frequency).

Performance Standards reports will be used to track service provider performance. If the provider fails to meet these standards, FPOCF, as its exclusive option, may allow up to six months for the provider to achieve compliance with the standards. If performance deficiencies are not resolved to the satisfaction of FPOCF within the prescribed time, and if no extenuating circumstances can be documented by the provider to FPOCF's satisfaction, FPOCF may cancel the contract with the provider. The determination of the extenuating or mitigating circumstances is the exclusive determination of FPOCF.

On-Site Visits: Site visits will be made to all agencies that seek to provide residential group care services prior to contract development.

Contract Development: Upon receipt of information regarding the proposed contract, the FPOCF Contracts Department will draft the contract in a timely manner and in cooperation with the responsible Executives or other senior management staff. The draft contract will be distributed to the appropriate program staff, Directors, Administrators and Executives for review and comment. Once all proposed comments and suggestions have been considered and or incorporated, the draft contract may be provided to the FPOCF Vice President and COO and or President and CEO for final approval. For contracts worth $250,000 or more, the President and CEO submits the final draft to the Board of Directors for review and approval. The Board of Directors has 5 days to review. After all appropriate FPOCF approvals have been received, the draft contract is finalized and sent to the provider for execution.

Contract Execution: Upon completion and approval, the contract shall be emailed, if possible, to the service provider for execution. Upon execution by the service provider, the contract is forwarded to the President and CEO for signature. Upon execution and approval of the contract by all parties, the Director of Contracts and Compliance or designee sends to the service provider and save a copy of the contract in the official contract file. A copy of the contract is to the FPOCF Finance Department for incorporation into the financial management system. If the contract is for a therapeutic service, a copy of the contract is also entered into the electronic Utilization Management (UM) system.

Time Sensitive Contracts: If a contract is deemed time sensitive, the contract is developed within two business days and distributed to all reviewers simultaneously. All reviewers are asked to respond within 24 hours or on the next business day. The final contract is provided to the service provider and the President and CEO within five business days following the notification of award.

Contract Amendments: All amendments to a contract must be clearly specified in writing. Inconsequential or negligible changes (e.g., misspelled words, transposed numbers, word omissions, etc.) may be accomplished by pen and ink on each copy of the contract document with original signatures and requires initialing and dating by the original signers of the contract.

For all other contract changes, the Director of Contracts and Compliance or designee will process a contract amendment in the same manner as the original contract. The amendment document must be signed by the original signer from the service provider agency (position or title) and the President and CEO. There are three types of contract amendments:

- Program Change – A change in the scope of service, staffing, deliverables and/or budget that can be made without a change to the financial obligation can be made with a one-page contract amendment form.

- Funding Change - Once a contract has been executed, the dollar amount may not be increased unless there is a corresponding increase in the scope of work or additional funds have been made available to procure additional services. This would require the completion of the one-page contract amendment form and submission of a new scope of work and budget from the service provider.

- Program Extension - A contract may be amended to extend the contract period if the extension does not exceed the contract period of the original contract. There will be only one extension of a contract unless the failure to complete the contract is due to circumstances beyond the provider's control. A contract extension that goes beyond the end of the FPOCF fiscal year will clearly state that "this contract is contingent on the availability of funds after June 30."

Contract Renewals: Contracts may be renewed for a period that may not exceed 3 years or the term of the original contract, whichever period is longer. Renewal of a contract shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. If the contractual service is purchased as a result of a solicitation of a bid or proposal, the ability and timeframes for renewal are specified in the original solicitation. Renewals shall be contingent upon satisfactory performance by the agency and subject to the availability of funds.

Contract Documentation: FPOCF maintains a file containing all required contract documents. At a minimum, the files should contain the following documentation:

- A copy of the original solicitation document.
- A copy of the proposal submitted by the service provider and all attachments required in the solicitation.
- An original copy of the executed contract and all attachments as outlined in the contract.
- All correspondence in reference to the contract.
- Copies of all programmatic reports and requests for reimbursement submitted by the service provider.

Termination of Contracts

A contract may be terminated voluntarily and without cause by either party by giving a 90-day written notice to the other party. The timeframe for the written notice will be based on the terms of the individual contract. A contract, however, may be terminated at any time if FPOCF determines that the provider poses a risk of danger to any client or its actions pose a threat to destabilize the FPOCF subcontracted workforce or system of care, and if FPOCF's contract with DCF is terminated.

In addition to the above, there are conditions which a Contract may be terminated with a 30-day notice in writing. They include but are limited to provider(s) non-performance, failure or refusing to perform any of the provisions of the contract, and /or failure to timely satisfy the contract provisions.

Involuntary Contract Termination

All contracts receive the following notice and due process, including information regarding the contract grievance process before a contract is terminated for non-compliance.

1. When the Director of Contracts and Compliance or designee determines there is evidence of a provider's substantial non-compliance in fulfilling any or all its contract terms, the Director of Contracts and Compliance or designee will give written notice of the non-compliance to the provider through certified mail. The provider will receive written notice that it will have no more than 30 days to correct the non-compliance issues.
2. During this period, the Director of Contracts and Compliance or designee may provide and/or suggest technical assistance in an effort to assist the provider in meeting their contract obligations.
3. Prior to the end of the time period (as indicated in the written notice), the provider must submit to the Director of Contracts and Compliance or designee credible written evidence/documentation indicating substantial compliance with all elements identified in the written notice of non-compliance.
4. Once the evidence/documentation is received from the provider, the Director of Contracts and Compliance or designee will request an ad hoc Compliance Committee meeting in order to review the material provided. The Compliance Committee will meet within three business days of the request to determine whether the evidence submitted clearly demonstrates that the provider is, or will be, back in compliance at the end of the time frame outlined.
5. 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 certified written notice no more than five business days following the Compliance Committee's decision 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 is the Director of Contracts and Compliance or designee'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 and 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 be developed as soon as the letter regarding the Notice of Termination is received by the provider.
6. However, if the evidence submitted by the provider demonstrates that compliance will be met within the time frame outlined in the written notice of noncompliance, the provider will not be subject to termination. However, the contract monitoring activity will be increased as determined by the Compliance Committee 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 months following this review. A certified written notice regarding the status of the contract and the specific details regarding the increased monitoring process will be sent to the provider by the Director of Contracts and Compliance or designee. A certified written notification will also be sent to the provider indicating the successful completion of the increased monitoring time period. The letter will also indicate that the provider will return to the regular scheduled monitoring process.

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Voluntary Contract Termination

A contract may be terminated voluntarily and without cause by a provider and/or FPOCF with a 30 to 90-day written notice. The timeframe for the written notice will be based on the terms of the individual contract. If a notice of termination by a provider has been received by the Director of Contracts and Compliance or designee, a copy will be sent to the President and Chief Executive Officer/ or designee. Once the notice of termination has been received by FPOCF, it will be the Director of Contracts and Compliance or designee'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.

Following the receipt of the notice of termination, the Director of Contracts and Compliance or designee will make contact with the provider in order to gain more information regarding the reason for termination as well as begin to develop a smooth transition plan for children whose services may be interrupted as a result of the termination. After the end of the Contract period, the Director of Contracts and Compliance or designee will send a final letter to the provider to indicate the closing of the contract and provide an exit feedback survey for quality improvement purposes.

All letters including Notice to Terminate a Contract, acknowledgement of the voluntary termination of any contract, as well as letters to notify providers of the increased monitoring schedule must be signed by the President and Chief Executive Officer.

BY DIRECTION OF THE PRESIDENT AND
CHIEF EXECUTIVE OFFICER:

PHILIP J. SCARPELLI
President and Chief Executive Officer
Family Partnerships of Central Florida

APPROVAL DATE: 06/16/2026