

FCADV GLOSSARY OF CONTRACT TERMS

2008-2009

Source: Adapted from DCF Contracted Client Services Glossary of Terms

The following FCADV Glossary of Contract Terms was adapted from the Glossary of Terms developed by the DCF Contracted Client Services Office. The DCF list has been modified for use by FCADV for subcontracting. This document is a part of Attachment I of the contract between FCADV and the certified domestic violence centers. Terms not relevant to the FCADV subcontracts have been deleted, while some FCADV specific terms have been added. The added terms are denoted with (FCADV) included after the term. For purposes of these definitions, the certified domestic violence center, or other entity under contract with FCADV is referred to as "contractor". The "department" refers to the Department of Children and Families.

ALLOCATION AND GRANT OVERSIGHT COMMITTEE (FCADV)

A committee appointed by the FCADV Board President to serve as a contractual oversight entity under the auspices of FCADV, for the funding, monitoring, and contract compliance of Florida's certified domestic violence centers.

AMENDMENT

A document by which significant changes are made to the terms of an executed contract. Changes requiring an amendment include, but are not limited to adjustments in costs, services, time period, and method of payment. The amendment is incorporated as part of the original contract.

APPROVED BUDGET (FCADV)

The budget that has been approved in writing by FCADV.

ATTACHMENT I

The unique, program-specific part of the contract that contains the statement of work for each contractor. Required sections are services to be provided, manner of service provision, method of payment, and special provisions.

AUDIT TRAIL

A recorded flow of transactions from initiation to finalization with supporting documentation to justify each transaction.

BREACH OF CONTRACT

A condition that results from the failure of a party to a contract to abide by all material terms or conditions of the contract such that one party loses the value of its bargain with the other party. A breach may be indicated by one or more findings contained in the final monitoring report and any other material reports that a contractor is not complying with the terms and conditions of the contract. Breach is a sufficient condition for contract termination but not an automatic reason.

BUDGET

A plan that outlines expected revenues and expenditures.

CERTIFICATION OF ASSURANCES

A written and signed list of performance requirements and business conditions to which the potential vendor agrees to be bound.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

See the definition of Debarment and Suspension, Certification Regarding.

CERTIFIED MINORITY BUSINESS ENTERPRISE

A minority-owned business which has been certified by the certifying organization or jurisdiction in accordance with subsection 287.0943(1), F.S. [subsection 288.703(4), F.S.]

CLIENT SERVICES

All contractual services with the exception of general services, legal services, administrative consulting, and information technology resource contracts.

COMPLIANCE

The fulfillment of the terms and conditions of the contract in accordance with the department's and FCADV's policies, rules and regulations.

CONFIDENCE INTERVAL

The range of error a sampler is willing to tolerate in a representative sample drawn from a population of records. Expressed as a percentage, usually as plus or minus as in +5%.

CONFIDENCE LEVEL

The possibility that the sample findings are within the certainty specified. For example, the 95% confidence level indicates that the sampler can be confident 95 of 100 times that the sample findings represent what would have been found in the whole population.

CONFIDENTIALITY

All materials obtained and compiled by the monitors are classified and not discussed with anyone except the contract monitor's supervisor during the period of monitoring. After the final report has been submitted, records which are restricted, such as client identification or location of domestic violence shelters, remain secret; other working papers are public record.

CONTRACT

For the purposes of this document, a contract is a formal written agreement between the FCADV and an individual or organization for the procurement of services. A formal contract consists of the Standard Contract, Program Specific Model Attachment I/Attachment I including special provisions, plus any other attachments or exhibits deemed necessary. Per Chapter 287, F.S., a contract must be signed by both parties prior to services being rendered

CONTRACT CLAUSE

A provision or condition which is part of the contract.

CONTRACT CLOSEOUT

The final process or steps to be taken upon completion or termination of a contract. This may include, but is not limited to (1) processing the final payment; (2) recovering any overpayment; or (3) recovering all equipment purchased in accordance with the terms of the contract.

CONTRACT DEFAULT

The failure to perform or meet contract terms and conditions.

CONTRACT DURATION

The length of time for which a contract is legally binding on both parties. It is normally specified in the contract under "effective" and "ending" dates.

CONTRACT FILE

The official record for FCADV which must be maintained for a period of six (6) years following contract closeout or resolution of pending action (e.g., legal, audit, etc.) whichever is later. This file is sometimes known as the contract manager's file.

CONTRACT MANAGER

The FCADV employee(s) designated by the contract signer to serve as the primary point of contact, who is responsible for the success of the contract.

CONTRACT MONITOR

The FCADV employee(s) responsible for acquiring and reporting information necessary to evaluate whether the contractor is in compliance with the terms and conditions of the contract, administrative/fiscal and program standards, and any other state or federal laws, rules and regulations. This function may be carried out by a FCADV Contract Manager..

CONTRACT NUMBER

A unique number assigned to each contract by FCADV.

CONTRACT RELATED DOCUMENTS

These documents include the Standard Contract, Program Specific Model Attachment I, Attachment I, and other documents used in contracting.

CONTRACT TERMS

Conditions, obligations, rights, price, etc., as specified in a contract or instrument. Term is a word or phrase; an expression; a fixed and definite period of time.

CONTRACTOR (FCADV)

A certified domestic violence center or other organization providing services under contract with FCADV. This term is also known as "provider".

CONTRACTOR'S FISCAL YEAR

An accounting period of twelve consecutive months based on the terms and agreements on the contract.

CONTRACTUAL SERVICES

The rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors, and such services may include, but are not limited to: evaluations, consultations, maintenance, accounting, security, management systems, management consulting, educational training programs, research and development studies or reports on the findings of consultants engaged thereunder, and professional, technical, and social services. "Contractual service" does not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, or portion of building, utility, park, parking lot, or structure or other improvements to real property entered into pursuant to Chapter 255 and rules adopted thereunder. are those services rendered by individuals or firms who are independent contractors. [Subsection 287.012(9), F.S.]

CONVICTED VENDOR LIST

The Department of Management Services (DMS) is required by statute to maintain a convicted vendor list, which consists of persons and affiliates who are disqualified from the public contracting and purchasing processes because they have been found guilty of a public entity crime. Such a person or affiliate may not bid on a public contract or transact business in excess of the threshold amount for Category Two, with any public entity, for 36 months after being placed on the list. The list is published quarterly in the FAW. Any public entity which receives information that a person has been convicted of a public entity crime shall transmit that information to DMS in writing within 10 days of receipt. [sections 287.132 and 287.133, F.S.]

CORRECTIVE ACTION PLAN

A written plan developed by the contractor that responds to findings of substantial deficiencies in contract compliance or performance. The plan is submitted to the contract manager for approval within the required timeframe established by FCADV. Each deficiency is to be identified along with steps and time frames for correction.

CORRECTIVE ACTIONS

Required remedial revisions that the contractor is required to make resulting from findings of a reviewing entity.

COST PRINCIPLES

The explanation of contract pricing which includes provisions for allowable and unallowable costs.

COST REIMBURSEMENT

Method of payment used when FCADV reimburses the contractor for actual expenditures incurred in accordance with a line item budget.

DATA SECURITY

The protection of information from unauthorized use, modification, destruction or disclosure.

DEBARMENT AND SUSPENSION, CERTIFICATION REGARDING

The FCADV is prohibited from contracting with a contractor for \$25,000 or more in federal moneys if the contractor has been debarred, suspended, declared ineligible or voluntarily excluded from receiving federal funds. This prohibition is also true of contractors who audit federal programs, regardless of the amount of federal moneys involved in their contracts. The Certification Regarding Debarment and Suspension form must accompany RFPs and ITBs and states that the contractor is not ineligible to receive federal moneys. Note that all subcontractors are also subject to these requirements.

DEFAULT

Failure to perform to contract terms and conditions.

DEPARTMENT

Florida Department of Children and Families, unless otherwise stated.

DISCOVERY SAMPLING

A type of sampling used commonly by auditors. A sample is drawn to discover whether the records contain critical errors in an entity's internal control process.

DISPUTE

A disagreement brought to the attention of the other party or parties to the terms of an agreement.

EXECUTED CONTRACT

A contract that has been signed and dated by both parties (authorized representatives of the FCADV and the contractor).

EXHIBIT

An attachment to an Attachment I or any other contract attachment. The use of the word "exhibit" avoids confusion and allows for clearer referencing. All exhibits to an Attachment must be referenced in that Attachment.

EXTENSION

An increase in the time allowed for the contract period due to circumstances which, without fault of either party, make performance impracticable or impossible, or which prevent a new contract from

being executed, with or without a proportional increase in the total dollar amount, with any increase to be based on the method and rate previously established in the contract. Extension of a contract shall be in writing for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial contract. There shall be only one extension of a contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the contractor's control. [subsection 287.012(14), F.S.]

FACE-TO-FACE

Personal contact. In contract monitoring, face-to-face interviews are to be conducted with contractor staff, board members (where appropriate), program participants and families or guardians.

FACTORS

The pre-established selection criteria used in a risk assessment instrument to rank contractors' contracts according to the level of risk assumed by the FCADV.

FEDERAL FISCAL YEAR

An accounting period of twelve consecutive months starting on October 1, and ending on the last day of September.

FINAL MONITORING REPORT

The monitoring report and transmittal letter submitted to the contractor detailing the results of the monitoring review and specifying any required corrective actions.

FINDINGS

Material results and observations derived from the contract monitoring that identify the contractors failure to comply with specific terms and conditions of the contract which relate to the contractor's service delivery, operations and financial stability. A finding requires a recommendation for corrective action.

FISCAL YEAR

An accounting period of twelve consecutive months starting on the first day of July and ending on the last day of June.

FIXED PRICE

Method of payment used when the service provided can be broken down into unit cost (e.g., hours, client days, etc.), or a fixed fee (e.g., payment based on delivery of a complete service).

FORMAL SOLICITATION

A written, approved competitive solicitation instrument used in the RFP, ITN, ITB or ASPM process.

FORMAL WRITTEN AGREEMENT

A formal written agreement is defined as a Standard Contract and Attachment I/PSMAI, and other necessary attachments.

FUNDING PARTNERS

Entities (either public or private) which have contractual arrangements with the same contractor.

INVOICE

A completed and timely submitted document used by the contractor to request payment from FCADV

LICENSING

As defined by subsection 120.52(10), F.S., the issuance, denial, renewal, revocation, suspension, annulment, withdrawal, or amendment of license or imposition of terms for the exercise of a license.

LICENSING AGENCY

As defined by subsection 435.02 (3), F.S., any state or county agency which grants licenses or registration permitting the operation of an employer or is itself an employer. When there is no state licensing agency or the county licensing agency chooses not to conduct employment screening, "licensing agency" means the Department of Children and Family Services.

MAJOR ERRORS

Contractual performance discrepancies that indicate the interruption of service delivery and/or the receipt of public funds for program services not delivered. These discrepancies require a corrective action plan or penalties.

MANAGERIAL DATA

The contractor's internal budget, personnel, inventory, policies and procedural records.

MANNER OF SERVICE PROVISION

This is the second section of an Attachment I/PSMAI. It includes outcome measures and performance standards for the contract. This section details the service tasks, staffing requirements, service location and equipment, deliverables, performance specifications, contractor responsibilities, and FCADV responsibilities.

MATCH

Refers to a specified percentage of program or project costs, cash or in-kind, that must be contributed by a grantee in order to be eligible for funding. This requirement may either be stated as a specified minimum percentage of total allowable costs or a maximum percentage of participation in such costs.

MEMORANDUM OF AGREEMENT OR NEGOTIATION

A document (memorandum) signed and dated by both parties, listing all points discussed and agreed to during negotiations.

METHOD OF PAYMENT

This section of the contract specifies the total or maximum dollar amount of the contract, the manner in which contract costs will be displayed on invoices, the frequency with which invoices will be submitted to FCADV, and any special conditions pertaining to payment of contract invoices.

MINOR ERRORS

Unintentional and non-systematic mistakes that do not result in reduced or substandard program service nor are fraudulent transactions. Minor errors can be readily adjusted without the need of a corrective action plan or penalties.

MINORITY BUSINESS ENTERPRISE

Any small business enterprise which is organized to engage in commercial transactions and which is at least 51 percent owned and controlled by minority persons who are members of an insular group that is of a particular racial, ethnic, or gender makeup or national origin, which has been subjected historically to disparate treatment due to identification in and with that group resulting in an underrepresentation of commercial enterprises under the group's control, and whose management and daily operations are controlled by such persons. A minority business enterprise may primarily involve the practice of a profession. [subsection 288.703(2), F.S.]

MINORITY PERSON

A lawful, permanent resident of Florida who is: An African-American, a Hispanic-American, an Asian-American, a Native American, or an American woman. See subsections 288.703(3)(a) through (d), F.S., for further definitions of these terms. [subsection 288.703(3), F.S.]

MONITORING

The acquisition, review, and reporting of information about the contractor's compliance with the terms and conditions of the contract and other applicable state and federal laws, rules and regulations.

MONITORING LEVELS

The intensity of compliance review (low, medium or high) assigned to each contract or contractor according to the amount of risk assumed by the FCADV with each contract.

MONITORING PLAN

The activities to be conducted and instruments to be used for each monitoring. Also referred to as a work plan.

NATIONAL STANDARDS

Criteria established by national accrediting organizations, (i.e., the Council on Accreditation, the Rehabilitation Accreditation Commission, the Joint Commission on Accreditation of Healthcare Organizations, the National Committee for Quality Assurance and the Utilization Review Accreditation Commission) to evaluate organizational and service delivery quality.

OUTCOMES

Quantitative indicators that can be used by FCADV to objectively measure a contractor's performance toward a stated goal.

OUTPUTS

Process measures of the quantity(ies) of services delivered, individuals served, or similar units completed.

PARAMETERS

Values used to determine an acceptable confidence interval (error percentage rate) of the sample findings.

PERFORMANCE BASED CONTRACT

A contract which contains quantitative or qualitative indicators (performance measures) used to assess a contractor's performance against a specified level of performance of an output or outcome (performance standard). Examples of performance measures include: improved scores on achievement tests, increased level of function or ability, increased quality of water, and reduced requirements for subsequent services. Examples of performance standards include: a target number of clients to be served (output), a target number of activities completed on time (output), a 25% reduction in the child abuse/neglect reports for the population served (outcome), and a 10% increase in level of function or ability of the clients served (outcome).

PERFORMANCE MEASURES

Quantitative indicators, outcomes, and outputs that can be used by the FCADV to objectively measure a contractor's performance

PERFORMANCE SPECIFICATION

The section in the Attachment I that specifies the FCADV approved performance standards, definitions of performance measurement terms, and information about evaluating each performance measure.

PERFORMANCE STANDARDS

Quantitative statements that specify the level of accomplishment of an outcome or output measure contained in the Attachment I of the standard contract.

PERSONNEL

The evaluation and validation of the contract's staff position(s) funded in whole or in part by the FCADV (i.e., position descriptions, salaries, benefits, and daily time and attendance records to ensure accuracy of time charges if positions are cost allocated).

POLICIES AND PROCEDURES

The evaluation and validation of the contractor's internal and external processes used to assure program compliance.

POPULATION

The aggregate of all cases that conform to a designated set of specifications.

PRIMARY POINT OF CONTACT

For the FCADV, the primary point of contact is the contract manager who is responsible for enforcing the performance of the contract terms and conditions and serving as liaison with the contractor. The contractor's primary point of contact is the employee delegated to serve as the contractor's representative and liaison to the FCADV.

PROBABILITY SAMPLE

A subset of the population selected by a process in which units are chosen by chance methods such as flipping coins or drawing from random number tables. A probability sample makes it possible to estimate the extent to which the findings of one sample are likely to differ from what would have been found by studying the entire population.

PROGRAM SPECIFIC MODEL ATTACHMENT I

Attachment I is the program specific section of the contract, which is developed by FCADV, based on the department's model, for the purpose of ensuring uniformity, inclusion of necessary contract terms, program compliance.

PROGRAMMATIC

Referring to the services and activities carried out by the contractors to improve the lives of the clients

PROGRAMMATIC MONITORING

The review, evaluation and validation of the contractor's actual program performance against the specific program goals and expected outcomes required by the contract.

PROVIDER

An organization or individual providing services or materials to FCADV in accordance with the terms of the contract. This term is also known as "contractor."

PROVIDER'S FISCAL YEAR

An accounting period of twelve consecutive months.

PUBLIC ENTITY CRIME

A violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation. [10-22.-3(4), F.A.C.]

QUALITY ASSURANCE

A process by which the FCADV reviews the effectiveness and the quality of its service provisions and deliveries in order to meet the need of its clients.

RANDOMIZED SAMPLE

A subset of the population selected by a method in which each unit in the population has an equal chance of being chosen.

RATE CONTRACT

A contract between FCADV and an individual or an organization that establishes a rate of payment for a specified unit of service.

RATIOS

Measurement tools to evaluate and validate a contractor's financial performance.

RECORDS RETENTION

The requirement to keep all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of six (6) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.

REFERENCE AND CROSS REFERENCE

The use of an index to track all work papers developed or obtained during monitoring.

RESULTS

All the documentation reviewed, observations conducted and interviews completed during a contract monitoring; used to determine whether or not the contractor is complying with the terms and conditions of the contract.

RISK ASSESSMENT

The systematic method used for determining the intensity of monitoring by assigning pre-established criteria to each contract or subcontractor.

SAMPLING

Selection and evaluation of a limited number of records to validate the contractor's compliance with the terms and conditions of the contract.

SELF-EVALUATION SURVEY

A required monitoring instrument that must be completed by the contractor and returned to the FCADV.

SERVICES TO BE PROVIDED

This is the first section of the Attachment I/PSMAI. It is the part of the document which provides a detailed expression of the services to be provided and is the appropriate place for incorporation of the Statement of Work.

SPECIAL PROVISIONS

This fourth section of the Attachment I is designed to contain any special requirements not covered elsewhere in the contract, e.g., licensing requirements, federal/state laws, rules, and regulations with which the contractor and/or the department must comply, reporting requirements, etc. The recommended language for some of the most commonly used special provisions and the appropriate use of the clauses is included in Chapter 9, CFOP 75-2.

STANDARD CONTRACT

The approved Department of Children and Families model contract. This document contains general administrative, financial, and nonprogrammatic terms and conditions usually mandated by federal, state, and/or department policy for use in procurement of services. Use of the Standard Contract is mandatory. This document is updated annually by ASCA. Modification of the Standard Contract without permission from ASCA and OSLs is prohibited. There are no program specific model core contracts in the Department of Children and Families.

STATE'S FISCAL YEAR

An accounting period of twelve consecutive months starting of July 1, and ending on the last day of June.

STATEMENT OF NEED

A narrative describing the circumstances which contribute to the necessity for the project to exist.

STATEMENT OF PURPOSE

A narrative relating to the Statement of Need describing what the project must accomplish.

STATEMENT OF WORK

A narrative describing what services are to be provided, how the services are to be provided, measurable objectives, products to be delivered, schedules of performance. A statement of work is required for all solicitations and is encompassed by the Attachment I in the final contract.

SUBCONTRACT

A written contract between the contractor and another entity to deliver program services. The subcontract must contain all required terms and conditions of the original contract and prior approval was obtained from the FCADV for the use of subcontractors in performing services under the contract.

TERMS AND CONDITIONS OF CONTRACT

Administrative and programmatic requirements that are mandated for the signers of a mutual agreement.

TRADE SECRETS

The whole or any portion or phase of any formula, pattern, device, combination of devices, or compilation of information which is for use, or is used, in the operation of a business and which provides the business an advantage, or an opportunity to obtain an advantage, over those who do not know or use it. The Trade Secrets clause is required to be included in RFPs and ITBs. [subsection 812.081(1)(c), F.S.]

UNALLOWABLE EXPENDITURES

Expenses that are not included in the contractual agreement and, therefore, are deemed inappropriate for payment.

UNSCHEDULED VISITS

On-site monitoring visits conducted by the FCADV that are not pre-arranged with the contractor.

VARIABLE

A factor that can be assigned a weight value.

VENDOR

A person who sells or offers to sell commodities or contractual services.

VENDOR OMBUDSMAN

Advocate for contractors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman has been established within the Department of Banking and Finance and may be contacted at (850) 488-2924 or by calling the State Comptroller's Hotline, 1-800-848-3792.

WEIGHT

The value applied to each factor used in the risk assessment instrument.

WORK PAPERS

The major reference materials used to document the contract monitor's review and also used to enable other appropriate parties to see the evidence that supports the contract monitor's conclusions and determinations.

WORK STATEMENT FORMAT

The format for a work statement to be included in the services to be provided and manner of service provision sections of an Attachment I/PSMAI (sections A and B). This format may also be referred to as the Statement of Work. [CFOP 75-2, Chapter 7, paragraph 7-6]