



THE FLORIDA CENTER
FOR CHILD AND FAMILY DEVELOPMENT

PROCEDURE

Title/Subject: Contract Services Utilization			
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Approved By:		Title: President/Chief Executive Officer	
Approved By:		Title: Program Vice President/CQI Chairperson	
Distribution Date:			
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POLICY STATEMENT

The Florida Center for Child and Family Development (The Florida Center) will utilize contract services provided by individuals and companies when it is appropriate.

PROCEDURE

A. Use of Contract Services

1. Contract services may be utilized when it is not cost effective for The Florida Center to hire its own staff to provide these services.
 - (a) Contract services may not be utilized in lieu of regular or temporary staff where a corporate approved position exists.
 - (b) Requests for contract services will be subject to competitive purchasing practices.
2. Contract services may be utilized when there are not in-house resources available, or when contractual agreements or agency models call for community collaboration.
3. Contract services may only be provided by individuals, sole proprietorships, partnerships, or corporations.
 - (a) Contract services with individuals or sole proprietorships must meet Internal Revenue Code guidelines for utilization of such services.
 - (b) Contract service providers frequently utilize their own tools and equipment, may set their own schedules, and may deliver services to others in addition to The Florida Center.
 - (c) If The Florida Center is the only organization to whom an individual provides services, a contract relationship may not be appropriate.
 - (d) Contract utilization is not appropriate if the relationship is truly employment.
4. Funds must be available in the department budget to pay for services provided by a contract service.
 - (a) Each facilities manager has the authority to contract for emergency services (i.e.: plumbing, carpentry, septic) up to a dollar amount of \$250.00 without prior approval.

- (b) Regular contract rates/charges or emergency services over \$250.00 must be approved in advance by the Vice President of Operations or Chief Financial Officer, to assure consistency and accuracy.
- 5. Contracts that obligate The Florida Center an annual amount in excess \$10,000.00 require Board approval.
- 6. Contracts which are billed at an hourly or unit rate and can be cancelled on relatively short notice without cause will usually not require Board approval, even though the total amount billed may \$10,000.00 per year.

B. Contract Preparation

- 1. Contracts for services will contain paragraphs covering the following items, unless modifications are approved by the President & CEO:
 - (a) Duration of agreement
 - (b) Contract provisions and responsibilities of provider
 - (c) Contract provisions and responsibilities of The Florida Center
 - (d) Amount and method of payment
 - (e) Indemnification/waivers of liability
 - (f) Termination/cancellation provisions
 - (g) Evidence of Worker's Compensation and liability insurance
 - (h) Evidence of compliance with national accreditation and licensing requirements
 - (i) Signatures/approvals by all parties to the agreement (i.e., provider, program manager, division director, Vice President of Operations and/or CFO)
- 2. Preliminary drafts of contracts will be prepared by the program manager and routed through the division director to the Vice President of Operations or Fiscal for approval based on appropriateness and completeness.
 - (a) The Vice President of Operations reviews contracts. The President/CEO approves and signs all contracts.

C. Payment for Services

- 1. Invoices for services provided under a contract will be paid in accordance with the procedures adopted by the Accounts Payable section of the Fiscal department.
- 2. The Florida Center will issue IRS form 1099 to contract providers in accordance with the provisions of the Internal Revenue Code.

D. Contract Termination Procedures

- 1. Contracts will be terminated by sending the provider/vendor written correspondence advising the provider of the effective date of termination and the reason for termination, where appropriate.
 - (a) A copy of the correspondence will be forwarded to the Vice President of Operations and the Fiscal department.
 - (b) Any notification of contract termination will be signed and approved by the President/CEO.