

Definitions

1. Administrative Review – The review of a Provider’s compliance with the terms and conditions of a contract, such as financial management, eligible expenditures, audit compliance, personnel standards, and other provisions incidental to the direct services delivered to consumers. This may include conducting an annual inventory, annual audit review, assessing adherence to invoice and report submission, and development and adherence to operational policies and procedures.
2. Administrative Standards – Criteria used to evaluate a Provider’s compliance with contract provisions.
3. Amendment – A document by which changes are made to the terms of an executed contract that alters specified terms and conditions of the original Contract. Changes requiring an amendment of the contract include, but are not limited to, corrections or modifications to costs, services, time period, and/or method of payment.
4. Attachment – A supplement to the contract that contains the unique program specific provisions of the contract and may include the following sections: Services to be Provided, Manner of Service Provision, Method of Payment, and Special Provisions.
5. Budget – A plan that outlines anticipated revenues and expenditures.
6. Compliance – The complete fulfillment of the terms and conditions of the Contract in accordance with policies, rules, and regulations.
7. Confidential Information – Materials obtained and compiled as part of a contract compliance review that are non-public records and not discussed with or disclosed to anyone except supervisor. After the final report is submitted records containing protected information such as client and employee identification remains confidential and is not subject to public records disclosure.
8. Contract – A formal written agreement between the Managing Entity and an organization for the delivery of services. The contract includes general terms and conditions, a scope of services, exhibits, attachments, amendments, renewal(s), and those portions of the Provider’s proposal that have been incorporated by reference. Pursuant to Chapter 287, Florida Statutes, a contract must be executed by both parties and in effect prior to services being rendered.
9. Contract Accountability Review - The active oversight of Provider performance and includes the acquisition, review, reporting, and follow-up on information to ensure (1) the Providers’ compliance with terms and conditions of contracts and any applicable laws, rules, policies, and procedures; (2) the Providers’ fiscal responsibility; and (3) corrective actions are implemented if required.

10. Contract Accountability Review Plan – The annual compilation of activities to be conducted as part of assessing compliance for each contract. This includes the staff responsible for each activity, the instruments to be utilized, the frequency and timeline for completion, and the justification for each activity.
11. Contract Closeout – The final process taken upon completion or termination of a contract. This procedure may include such operations as processing final payment or recovering any overpayment.
12. Contract Default – The failure to perform or meet one or more contract provisions.
13. Contract Duration – The length of time for which a contract is legally binding on both parties. It is normally specified in the contract under the “effective” and “ending” dates.
14. Contract File – The collection of documents containing information related to the operation of the program, contract, invoicing and payment, and other contract-related documents. The file is maintained by the Contract Manager/Provider Relations Specialist.
15. Contract Terms– The conditions, obligations, rights, price, and other provisions required of the contracted parties.
16. Corrective Action – Outcome-based measures of remediation the Provider develops and implements in response to findings of unacceptable performance, non-performance, or non-compliance with the terms and conditions of a contract. Corrective action plans must be outcome-based measures of remediation with short-, mid-, and long-term benchmarks to accomplish the corrective action.
17. Critical Issue – A Provider’s failure to provide a component essential to service delivery or the verification the delivery of an essential service has been compromised.
18. Cure Letter – Written notice to the Provider of a deficiency or deficiencies in the Provider’s performance under the contract, which may result in termination of the contract unless corrected within a specified timeframe.
19. Data Security – The protection of confidential information from unauthorized use, modification, destruction, disclosure, or dissemination.
20. Department – Florida Department of Children and Families or DCF, unless otherwise stated.
21. Disallowable Expenditures – Expenses not included in the contractual agreement, and therefore are deemed inappropriate for payment.
22. Documentation - A type of corrective action that requires the Provider to submit any outstanding documentation verifying that the item has been resolved. An example of this is a training that a single staff may be due. The correction of the item, will be submitting said training certificate within 30 days of the CAR report. This is only applicable to findings that are not predominant within the Agency and do not imply a trend.

23. Entrance Conference – The meeting with the Provider to present expectations for the onsite review, including the topic and scope of the review through completion of the applicable Instrument to assess contract compliance and to follow up on any pending corrective action plans.
24. Exhibit – An attachment to the contract that contains contract terms and conditions not specific to the program/services delivered.
25. Exit Conference – The final step of an onsite visit where immediate feedback is offered to the Provider and outlines problems, issues, or deficiencies identified during the Review and provides preliminary notice and timeframes for of any necessary corrective action.
26. Findings – Material results and observations derived from the Review that identify the Provider’s failure to comply with specific terms and conditions of the contract as it relates to the Provider’s service delivery, operations, and financial stability. A finding will result in a demand for correction.
27. Instruments – Tools used to conduct a Review and are the major reference materials used to document the review and used to enable other appropriate parties to see the evidence that supports conclusions and recommendations.
28. Major Deficiencies – A finding that present risks to the continuous delivery of quality services; the receipt of public funds for program services not delivered; or repeated minor deficiencies that indicate no progress in correcting the deficiency. If left unaddressed, may result in financial penalties or contract termination.
29. Manner of Service Provision – The section of the contract detailing the service tasks, staffing requirements, service location and equipment, deliverables, performance specifications, Provider responsibilities, and outcome measures and performance standards for the contract. The Manner of Service Provision is sometimes referred to as “Services to Be Provided” and “Scope of Services.”
30. Minor Deficiencies – Unintentional and non-systemic mistakes that do not result in reduced or substandard program service nor are fraudulent transactions. Minor deficiencies can be readily adjusted without the need of a corrective action plan or penalties.
31. Performance Standards – Quantitative statements that specify the level of accomplishment of an outcome or output measure contained in the Provider’s contract.
32. Programmatic Review– Assessment of consumer services and activities carried out by the Providers through a review of documents submitted, interviews with consumers and/or staff, financial documents, and completion of Review instruments during a site visit.
33. Provider Relations Specialist – Employee responsible for enforcing performance of the contract terms and conditions and serves as a liaison between the Managing Entity and the subcontracted provider.

34. Qualified Audit Opinion - issued when an independent auditor discovers something in the financial statements is subject to major concern.
35. Quality Assurance –the systematic approach to assessing and improving services resulting in an effective and efficient system to produce desired outcomes. The approach includes the identification of areas to improve; ongoing assessment of achievement in meeting performance measures; and utilizing data gathered to drive enhancements and improvements.
36. Quality Improvement Plan - A type of corrective action utilized for deficiencies identified for the first time, do not impact the safety of the clients and will require an extensive period of time to demonstrate the resolution. An example of this is identifying for the first instance that some treatment plan’s objectives are not measurable and/or objective. The Provider will need to implement trainings and ongoing monitoring to ensure this is corrected on a long-term basis.
37. Reference Guide for State Expenditures – The Guide developed by the Florida Department of Financial Services, Division of Accounting and Auditing, Bureau of Auditing, that provides information regarding requirements applicable to various categories of spending public funds.
38. Readiness Assessment – A review conducted within thirty (30) calendar days of contract start/service delivery to assess the Provider’s readiness to meet contract terms and conditions.
39. Risk Assessment – The instrument used to determine the frequency of site visits to the program utilizing pre-established risk criteria.
40. Risk Levels-The degree of risk (low or high) assigned to each Provider based upon risk assumed with the contract, as determined by the completion of the Risk Assessment Instrument.
41. Subcontract – A written contract between the Provider and the Managing Entity to deliver program services. The subcontract contains all applicable terms and conditions of the original contract between the Department and the Managing Entity.
42. Terms and conditions of contract – Administrative and programmatic requirements mandated of the all parties to an agreement.
43. Unannounced Visits – Onsite visits conducted during normal business hours and/or non-traditional hours, which are not prearranged with the Provider.
44. Unqualified Audit Opinion – A type of audit opinion that provides reasonable assurance the financial statements of an entity present fairly the financial position, results of operations, and cash flows in conformity with generally accepted accounting principles.