



FDOH Basic Contract Management Training Learner Course Guide

To protect, promote & improve the health of all people in Florida through integrated state, county, & community efforts.



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Module 1 - Contract Management Overview

Slide 1 – FDOH Basic Contract Management Training

Welcome to “FDOH Basic Contract Management Training,” an online course for new contract managers, presented by the Office of Contracts.



Slide 2 – How to Use Navigation

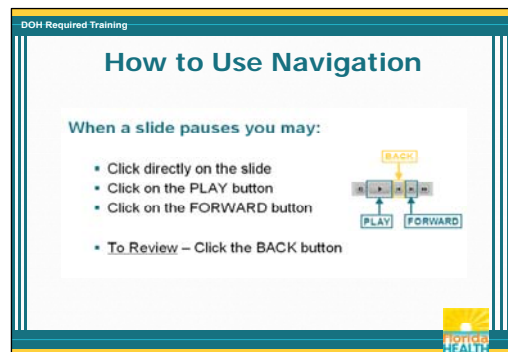
In order to make your training experience as easy as possible during the course of this self-paced DOH Required Training Course, we are providing these navigation instructions.

When a slide pauses, you can do one of three things to advance the presentation:

- You may click directly on the slide with your cursor
- You may click on the PLAY button on the bottom left of the screen, or
- You may click on the FORWARD button, also located on the bottom left of the screen

If you need to review a previous slide you may click the BACK button on the bottom left of the screen.

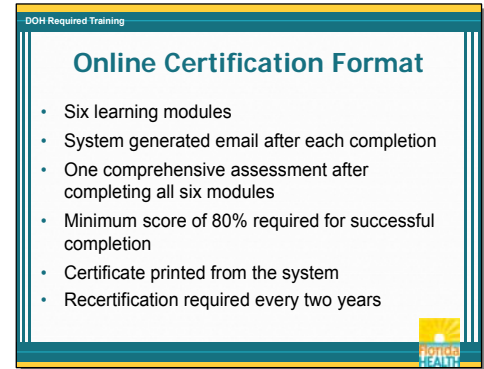
Please keep these instructions in mind as you proceed with this training. You will need to advance the slide now.



Slide 3 – Online Certification Format

As you work through this course, you should keep the following points in mind:

- Certification for the “FDOH Basic Contract Management Training” online course, is comprised of six learning modules. You can complete the individual modules at different times, but they should be completed in the order shown in the next slide.
- After you complete each section, you will receive a system generated confirmation email. All modules must be completed to receive credit for the entire course, on your “TRAIN Transcript.”
- One comprehensive assessment will be taken after completing all six modules. A minimum score of 80% is required for successful completion of the course. After completing the assessment, you will print a certificate of completion from the system.

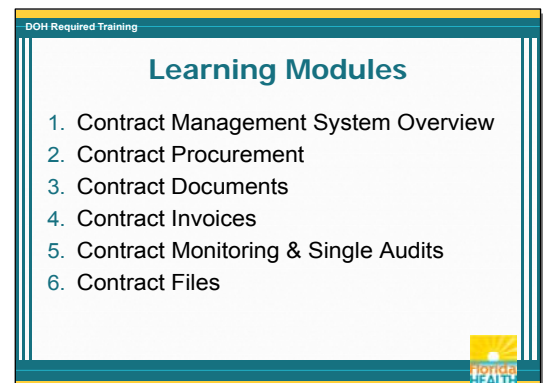


You are required to renew your DOH contract management certification every two years by completing the online “FDOH Contract Management Recertification” course.

Slide 4 – Learning Modules

The learning modules presented in this course are:

- Contract Management System Overview
- Competitive Procurement
- Contract Documents
- Contract Invoices
- Contract Monitoring and Single Audits
- Contract Files

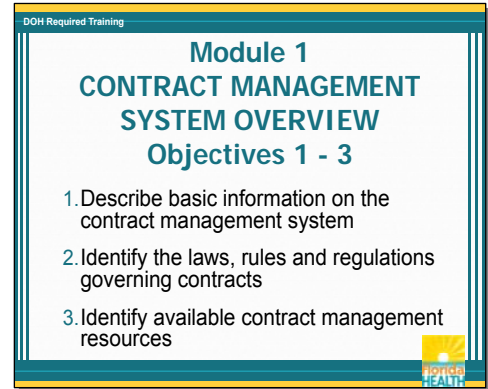


The next few slides will give a brief description of each of these modules.

Slide 5 – Module 1: Contract Management System Overview – Objectives 1 - 3

After completing Module 1, "Contract Management System Overview," participants will:


- Describe basic information on the contract management system
- Identify the laws, rules and regulations governing contracts
- Identify available contract management resources



DOH Required Training

Module 1
CONTRACT MANAGEMENT SYSTEM OVERVIEW
Objectives 1 - 3

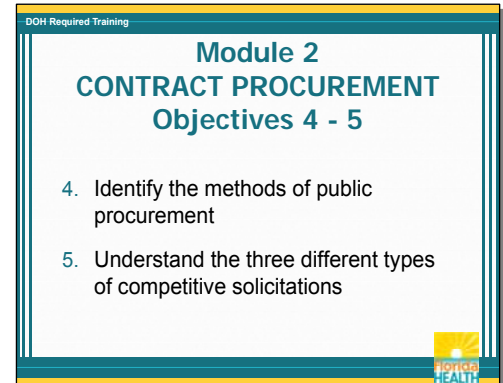
1. Describe basic information on the contract management system
2. Identify the laws, rules and regulations governing contracts
3. Identify available contract management resources



Slide 6 – Module 2: Contract Procurement – Objectives 4 – 5

After completing Module 2, "Contract Procurement," participants will:


- Identify the methods of public procurement
- Understand the three different types of competitive solicitations



DOH Required Training

Module 2
CONTRACT PROCUREMENT
Objectives 4 - 5

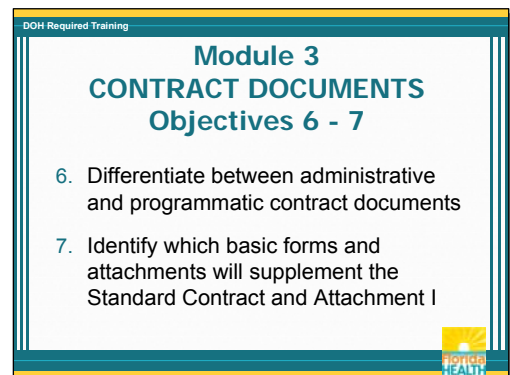
4. Identify the methods of public procurement
5. Understand the three different types of competitive solicitations



Slide 7 – Module 3: Contract Documents – Objectives 6 – 7

Writing the contract is a critical part in the contract management process. After completing Module 3, "Contract Documents," participants will:


- Differentiate between administrative and programmatic contract documents
- Identify which basic forms and attachments will supplement the Standard Contract and Attachment I



DOH Required Training

Module 3
CONTRACT DOCUMENTS
Objectives 6 - 7

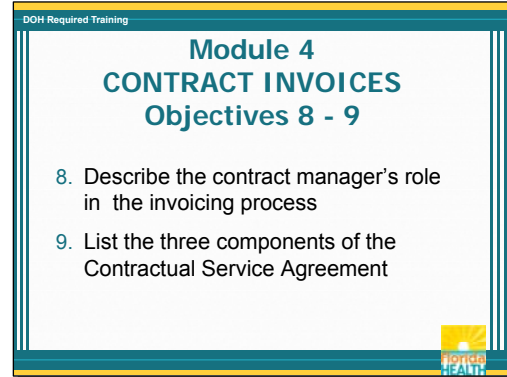
6. Differentiate between administrative and programmatic contract documents
7. Identify which basic forms and attachments will supplement the Standard Contract and Attachment I



Slide 8 – Module 4: Contract Invoices – Objectives 8 – 9

After completing Module 4, “Contract Invoices,” participants will:


- Describe the contract manager’s role in the invoicing process
- List the three components of the Contractual Service Agreement



DOH Required Training

Module 4
CONTRACT INVOICES
Objectives 8 - 9

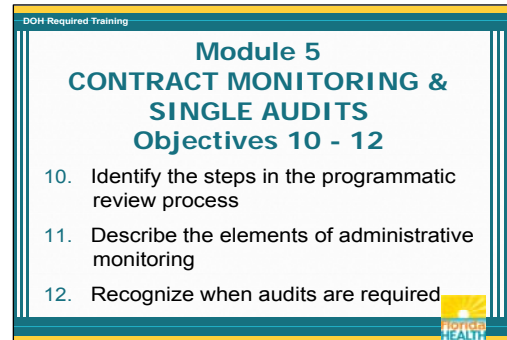
8. Describe the contract manager’s role in the invoicing process
9. List the three components of the Contractual Service Agreement



Slide 9 – Module 5: Contract Monitoring & Single Audits – Objectives 10 – 12

After completing Module 5, “Contract Monitoring and Single Audits,” participants will:


- Identify the steps in the programmatic review process
- Describe the elements of administrative monitoring
- Recognize when audits are required



DOH Required Training

Module 5
**CONTRACT MONITORING &
SINGLE AUDITS**
Objectives 10 - 12

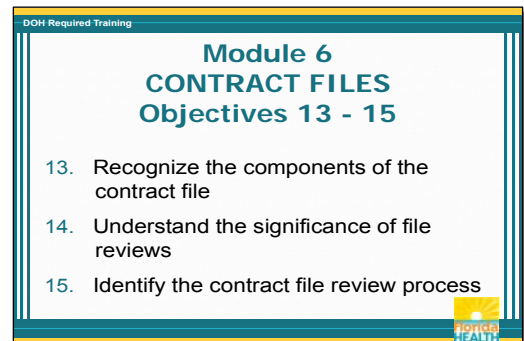
10. Identify the steps in the programmatic review process
11. Describe the elements of administrative monitoring
12. Recognize when audits are required



Slide 10 – Module 6: Contract Files – Objectives 13 – 15

After completing Module 6, “Contract Files,” participants will:


- Recognize the components of the contract file
- Understand the significance of file reviews
- Identify the contract file review process



DOH Required Training

Module 6
CONTRACT FILES
Objectives 13 - 15

13. Recognize the components of the contract file
14. Understand the significance of file reviews
15. Identify the contract file review process



Module 1 - Contract Management Overview

Slide 11 – Module 1: Contract Management System Overview

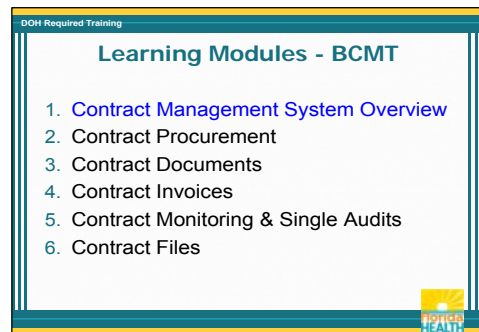
We will now begin Module 1 of the FDOH Basic Contract Management Training course.



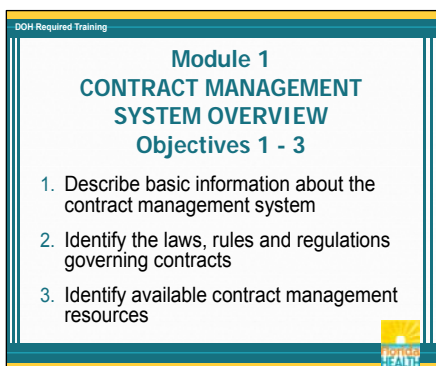
Slide 12 – Module 1: Learning Modules - BCMT

Module 1, “Contract Management System Overview,” is the first of six modules in the “Basic Contract Management Training course.”

In this module, you will be presented with a basic overview of the DOH contract management system, from the time the decision is made to contract out for services, through the last steps in closing out a contract at the end of its term.



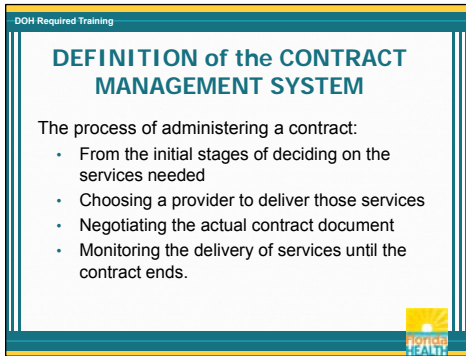
Slide 13 – Module 1: Contract Management System Overview – Objectives 1 - 3



We will begin with objectives one through three. After completing this module, participants will:

- Describe basic information about the contract management system
- Identify the laws, rules and regulations governing contracts
- Identify available contract management resources

Slide 14 – Module 1: Definition of the Contract Management System



DOH Required Training

DEFINITION of the CONTRACT MANAGEMENT SYSTEM

The process of administering a contract:

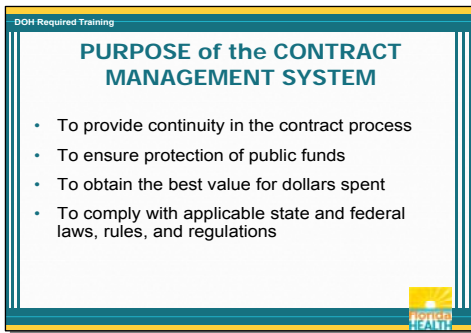
- From the initial stages of deciding on the services needed
- Choosing a provider to deliver those services
- Negotiating the actual contract document
- Monitoring the delivery of services until the contract ends.

The Department’s mission is to protect, promote, and improve the health of all people in Florida. In order to meet our mission, there are times it is more efficient to procure services outside of the Department. That is when knowledge of the contract management system is critically important.

The contract management system is defined as, “the process of administering a contract, from the initial stages of deciding on the services needed, choosing a provider to deliver those services, negotiating the actual contract

document, and monitoring the delivery of services until the contract ends.”

Slide 15 – Module 1: Purpose of the Contract Management System



DOH Required Training

PURPOSE of the CONTRACT MANAGEMENT SYSTEM

- To provide continuity in the contract process
- To ensure protection of public funds
- To obtain the best value for dollars spent
- To comply with applicable state and federal laws, rules, and regulations

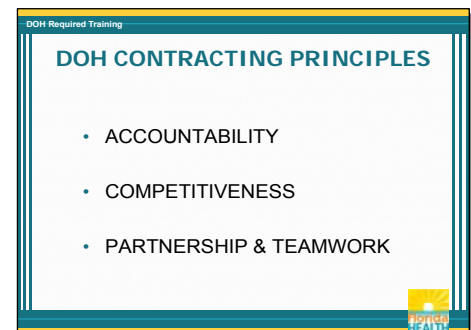
Key purposes of the contract management system are:

- To provide continuity in the contract process
- To ensure protection of public funds
- To obtain the best value for dollars spent
- To comply with applicable state and federal laws, rules, and regulations

Slide 16 – Module 1: DOH Contracting Principles

The contract management system is guided by the three FDOH contracting principles:

- Accountability
- Competitiveness
- Partnership and teamwork



DOH Required Training

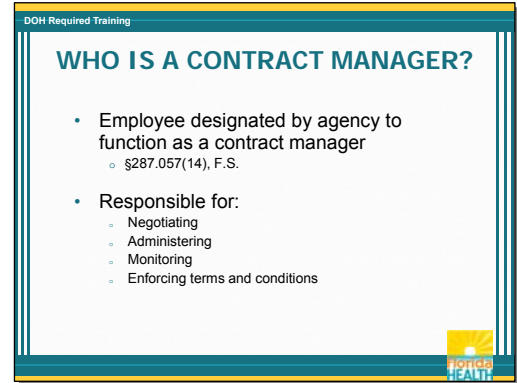
DOH CONTRACTING PRINCIPLES

- ACCOUNTABILITY
- COMPETITIVENESS
- PARTNERSHIP & TEAMWORK

The Department holds itself accountable on all levels, with specific roles and requirements for the contract manager, the contract manager’s supervisor, and CHD contract administrators. Competitiveness is fostered by the Department, by seeking to obtain the best price for the value, and partners together with not just providers, but the citizens of Florida.

Slide 17 – Module 1: Who is a Contract Manager?

- Since you have been assigned the primary contract management responsibility for managing a contract, you need to know that this role is defined by Section 287.057 (14) of the Florida Statutes.
- This section of the Florida Statutes defines a contract manager as an employee who is designated by the agency to “function as a contract manager who shall be responsible for negotiating, administering, monitoring and enforcing the terms and conditions.” Since the Department may manage millions of dollars in contracts annually, it is critical that contract managers know their responsibilities.



Slide 18 – Module 1: DOH Contract Manager – Certification Requirements



Certification requirements of DOH contract managers depend on the amount of the contracts. Contract managers who manage contracts that are greater than \$100,000, are required to complete the following two trainings.

The first required training is the Florida Department of Health’s Basic Contract Management Training, which emphasizes Department specific procedures.

The second required training is the Department of Management Services’ Florida Certified Contract Management course. This training provides standard state-wide procedures for all agencies. Upon completion of this course, contract managers also receive certification in completing the Department of Financial Services’ Advancing Accountability course.

Slide 19 – Module 1: DOH Contract Manager – Certification Requirements

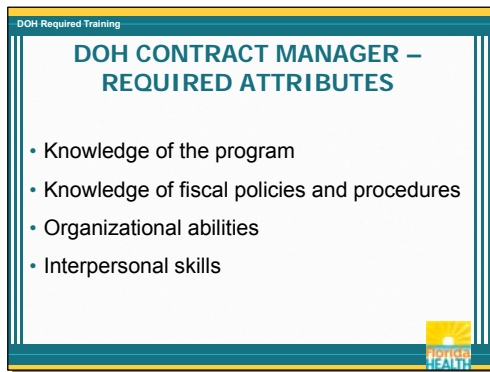


Contract managers who manage contracts that are equal to or less than \$100,000, are required to complete the following two trainings.

The first required training is the Florida Department of Health’s Basic Contract Management Training, which emphasizes Department specific procedures.

The second required training is the Florida Department of Financial Services, Advancing Accountability course. Best practices of the contract and grant administration process are presented in this training.

Slide 20 – Module 1: DOH Contract Manager – Required Attributes



In addition to the required certifications, there are several required attributes that are most beneficial to the contract manager. They include:

- Knowledge of the program
- Knowledge of fiscal policies and procedures
- Organizational abilities
- Interpersonal skills

It is important to maintain a good relationship with the provider. After all, you and the provider share the same goals, and by working together, it should lead to a successful outcome of the contract.

Slide 21 – Module 1: DOH Contract Manager – Roles & Responsibilities

The contract manager is also required to fulfill the following roles and responsibilities:

- Carry out the preparations for contracting
- Negotiate the contract
- Review, approve, and sign invoices for payment
- Monitor the provider’s performance
- Maintain a comprehensive contract file until after the contract close-out



Slide 22 – Module 1: Contract Manager’s Supervisor

DOH Required Training

CONTRACT MANAGER'S SUPERVISOR

- Provides program direction
- Signs off on all contract invoices prior to processing for payment
- Attests every six months to the receipt of deliverables and the completeness of the contract manager's contract file
- Monitors compliance with §§287.057(14) and 215.422, Florida Statutes

The contract manager’s supervisor also plays a major role in the process. The supervisor:

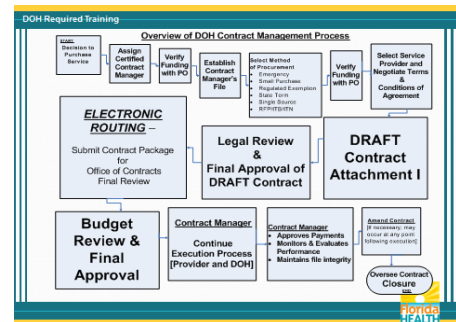
- Provides program direction
- Signs off on all contract invoices prior to processing for payment
- Attests every six months to the receipt of deliverables, and the completeness of the contract manager’s contract file

- Monitors compliance with Sections 287.057(14) and 215.422, Florida Statutes

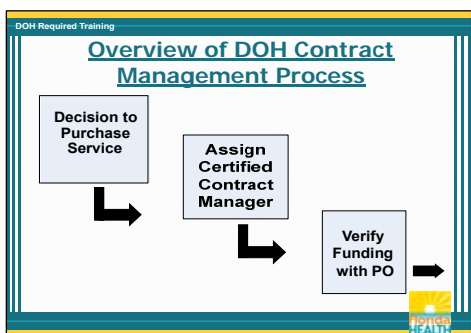
Slide 23 – Module 1: Contract Management Process

This is a snapshot of the complete contract management process, beginning with the decision to purchase the service, and ending with the closing of the contract.

We will go over each individual step in the next few slides. Once you review it step-by-step, you will see that it is a logical and manageable process.



Slide 24 – Module 1: Overview of DOH Contract Management Process



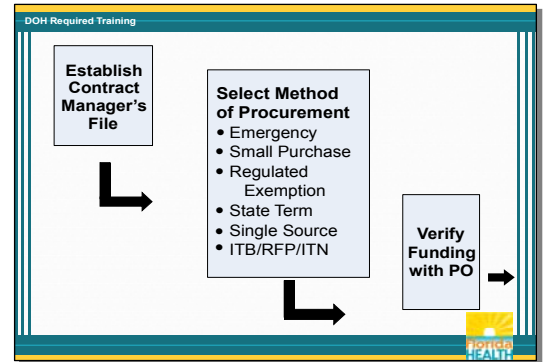
The first stage in the contract process is the decision to purchase a service. Considerations must be made to determine if the Department can provide the services, personnel, or location, or if a provider who already specializes in the required services, would be the better choice.

Then the next step is to assign a certified contract manager to manage the contract. The contract manager will then contact the local budget office to verify if there are sufficient funds available to support the proposed services.

Slide 25 – Module 1: DOH Contract Management Process – Contract File

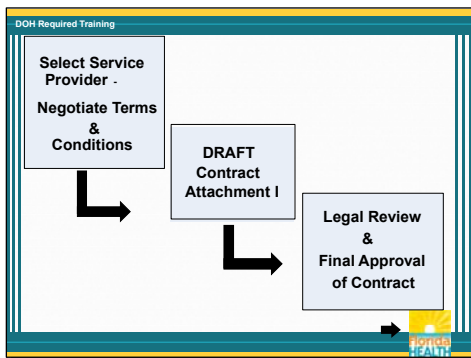
The next step is to establish the contract file, which will be the official record of the contract for all documentation. This will be discussed in more detail in Module 6, the “Contract File” module.

You are then ready to move on to the next step and select the method of procurement. The procurement methods listed will be covered in more detail in Module 2, the “Contract Procurement” module.



Once you have selected the appropriate procurement method, it is recommended that you again make contact with your local budget office, to verify that the funding is still available.

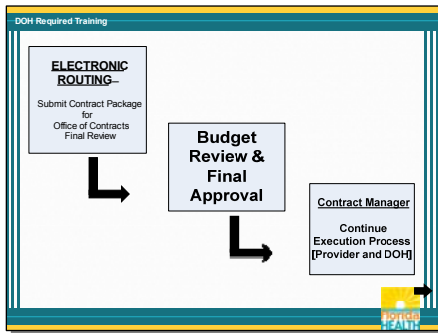
Slide 26 – Module 1: DOH Contract Management Process – Draft Attachment I



After the provider has been selected, with terms and conditions of services finalized, the next step is to formalize the relationship between the Department and the provider with a written agreement. At this stage, program offices will complete the Contract Drafting Worksheet, and submit it to Legal, which will take the lead as you work together in finalizing the Attachment 1. Upon completion, Legal will send an email to the contract manager, stating that the contract has received final approval. At that point, no other changes can be made to the contract, without resubmitting it to Legal.

If you are a contract manager at a county health department, check with your local office for specific steps to follow in receiving final approval for your contract documents.

Slide 27 – Module 1: DOH Contract Management Process – Contract Review



After Legal gives final approval to the Attachment I, then the total contract package, which includes the Standard Contract, and all other required attachments and supporting documents, will be routed for a final review by the Office of Contracts and the Department's Budget Office.

If you are a contract manager at central office, you will submit these documents electronically, through the Electronic Contract Routing System. If you are a contract manager at a county health department, consult with your local contract administrator about the process for submitting the contract package for a final review.

After receiving final approval of the contract, you will proceed in preparing the contract for execution. This process is explained in further detail in the next slide.

Slide 28 – Module 1: Contract Execution Process

CONTRACT EXECUTION PROCESS

- Two originals
- Provider signs/dates first
- DOH executes

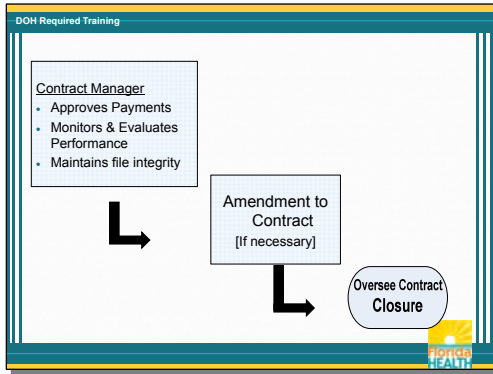
	CENTRAL OFFICE	CHD
LESS THAN \$1 MILLION	Division Director	CHD Administrator
\$1 MILLION or MORE	Deputy Secretary	Deputy Secretary

After the contract has received final approval, it is time to prepare the documents for execution. First, you will prepare two originals of the contract, and send them both to the provider. The provider signs, dates, and returns both original documents to you.

The next step for final signature by the Department depends on the amount of the contract. If the contract is for less than \$1 million, signature will be administered either by the appropriate division director, or by the CHD director.

For contracts valued at \$1 million or more, signature is administered by the appropriate Deputy Secretary. After the Department has signed the contract, it is considered executed and the provider can begin services. The provider is sent one original contract document, and the other original is placed in the contract file.

Slide 29 – Module 1: DOH Contract Management Process – Amendment



Once contract services begin, the process continues with the contract manager actually managing the contract throughout the contract term. This will include responsibilities such as approving the invoices for payments, monitoring and evaluating the provider’s performance, and maintaining the contract file.

Should substantial changes occur during the contract term, an amendment to the contract may be necessary. This could include changes in costs, services, or method of payment. Amendments must go through the same

review process as new contracts.

The final step in the contract management process is to properly closeout the contract before processing the final invoice. Refer to the closeout guide for a checklist to follow. It is available for access from Contract Administration’s web site. Remember, it is critical to exercise the same level of commitment at the end of the contract process, as you did in executing the contract.

Slide 30 – Module 1: The Service Delivery/Performance



Here is an example of a timeline of the contracting system cycle to use when a contract is to commence July 1. As a best practice, in planning to meet the deadline of February 1, preparation involving activities such as needs assessment, procurement, and negotiations, should begin 2 to 4 months prior, if not earlier.

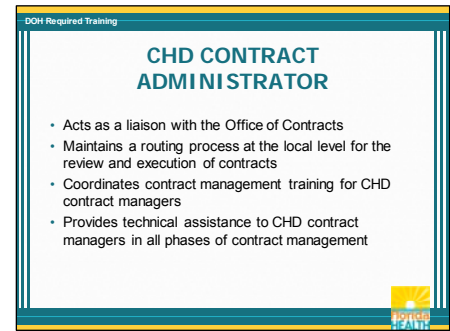
Depending on the possible complexity of the contract, the timeline might need to begin anywhere from 6 to 8 months prior to February 1. Therefore, it is vital to plan

ahead with a calendar, in order to provide efficient preparation and commence services by the projected start date.

Slide 31 – Module 1: CHD Contract Administrator

It is departmental policy that each county health department designate a contract administrator. The CHD contract administrator has the following responsibilities:

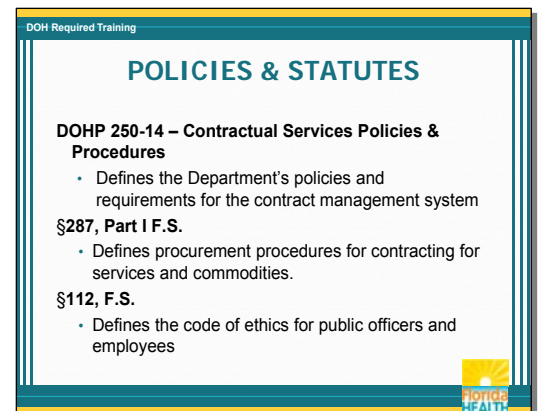
- Acts as a liaison with the Office of Contracts
- Maintains a routing process at the local level for the review and execution of contracts
- Coordinates contract management training for CHD contract managers, verifying that contract managers are trained and certified prior to assuming contract management responsibilities
- Provides technical assistance to CHD contract managers in all phases of contract management



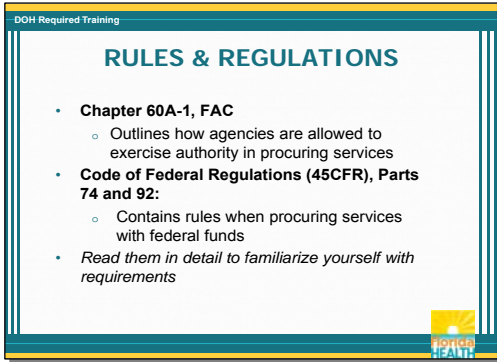
Slide 32 – Module 1: Policies & Statutes

As a Florida Department of Health contract manager, it is important that you are familiar with the policies, laws, and rules governing contracts. This list is not exclusive, but you should first be familiar with the following:

- The Department of Health Policy 250-14, Contractual Services Policies & Procedures. This defines the Department's policies and requirements for the contract management system
- Chapter 287, Part I of the Florida Statutes defines the procurement procedures of contracting for services and commodities
- Chapter 112 of the Florida Statutes defines the code of ethics for public officers and employees



Slide 33 – Module 1: Rules & Regulations



You should also be familiar with the following rules and regulations:

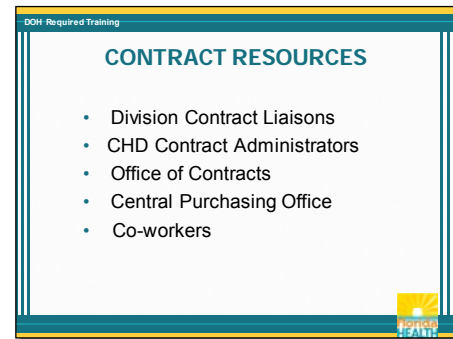
- Chapter 60A-1 of the Florida Administrative Code outlines how agencies are allowed to exercise authority in procuring services.
- Parts 74 and 92 of the Code of Federal Regulations contains rules to follow when procuring services with federal funds.

Contract management duties are governed by these laws, rules, and regulations. Read them in detail to familiarize yourself with their requirements. They are available for access from Contract Administration's web site.

Slide 34 – Module 1: Contract Resources

You have now reached the end of the overview of contract management and should have a better understanding of the demanding responsibilities that come with being a contract manager. Remember, you are the Department's first representative in the contracts you manage. There are several resources available to guide and assist you, such as:

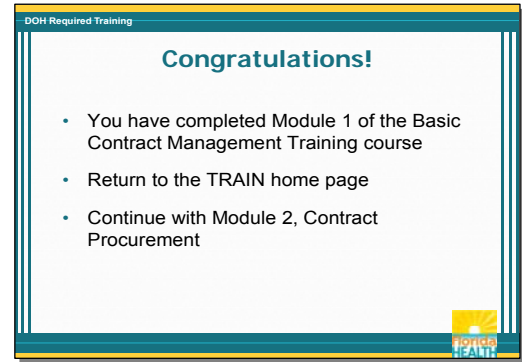
- Division Contract Liaisons
- CHD Contract Administrators
- Office of Contracts
- Central Purchasing Office
- Co-workers



It is your responsibility to become acquainted with these resources, and to use them as necessary.

Slide 35 – Module 1: Congratulations!

- Congratulations! You have completed Module 1, “Contract Management System Overview,” of the “Basic Contract Management Training” on-line course and should have of a better understanding of the Department’s contract management system.
- Return to the TRAIN Florida home page and select “My Learning,” then the “Current Courses” button.



- To the right of the course title, select the “M” button, then select the “M” button next to Module 1. Click the “Completed” button.
- Return to the “My Learning” section to review and complete Module 2, “Contract Procurement.”

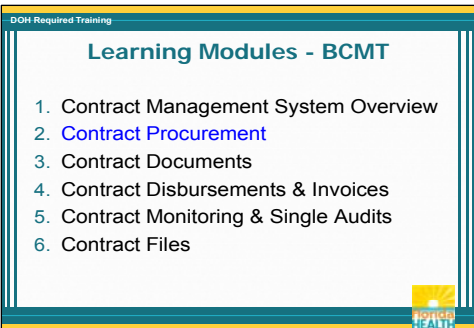
Module 2 - Contract Procurement

Slide 1 – Module 2: FDOH Basic Contract Management Training



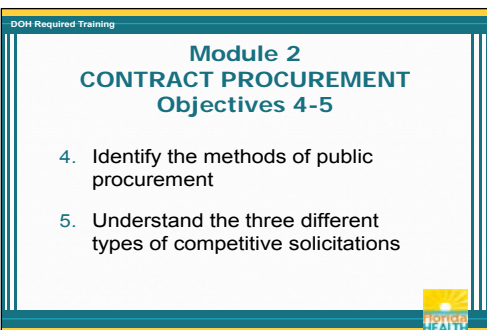
Welcome to Module 2 of the FDOH Basic Contract Management Training, a course for new contract managers, presented by the Office of Contracts.

Slide 2 – Module 2: Learning Modules - BCMT



Module 2, “Contract Procurement,” is the second of 6 modules in the Basic Contract Management Training course.

Slide 3 – Module 2: Contract Procurement – Objectives 4 – 5



We will cover objectives four and five. After completing this module, participants will:

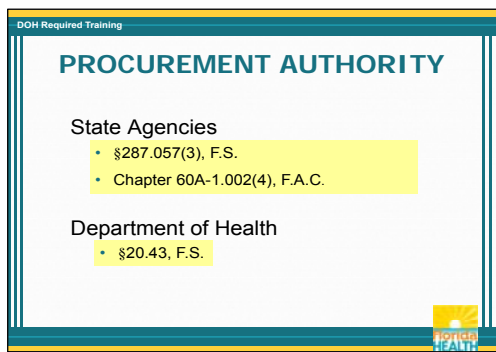
- Identify the methods of public procurement
- Understand the three different types of competitive solicitations

Slide 4 – Module 2: Legislative Intent



The basic legislative intent of public procurement is to create fair and open competition. The competitive process improves public confidence, provides for economic accountability, and allows for a level playing field.

Slide 5 – Module 2: Procurement Authority



State agencies receive statutory authority to procure commodities and contractual services from Section 287.057, Florida Statutes, and Chapter 60A-1.002(4), Florida Administrative Code.

The Department of Health receives statutory authority from Section 20.43, Florida Statutes.

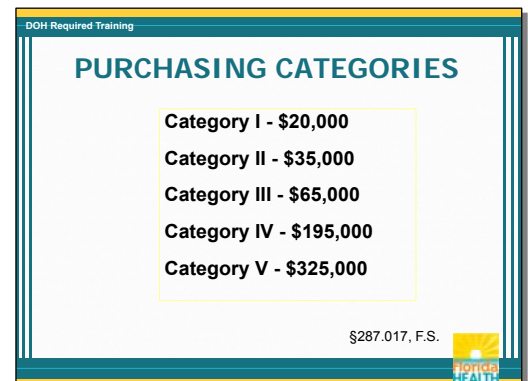
Slide 6 – Module 2: Purchasing Categories

In accordance with Chapter 287.017, Florida Statutes, the legislature has established five purchasing categories. Each category has specific requirements; however, only Categories 2, 3, and 4 are relevant to the competitive solicitation process.

Category 2 is significant in that all contracts exceeding this amount must be procured by competitive sealed bidding, unless otherwise authorized by law.

Category 3 purchases for contractual services require review and approval from legal counsel.

Category 4 purchases must be approved by the minority business coordinator.



Slide 7 – Module 2: Methods of Procurement



Once you have determined the required services and the source of funding, the next step is to decide which type of procurement will be best for the Department.

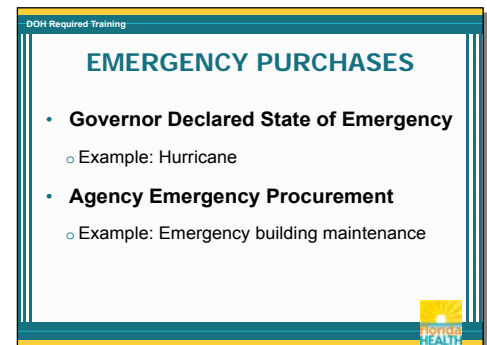
There are three methods of procurement: emergency purchases, exceptional purchases, and competitive solicitations. Per Florida Statutes, emergency and exceptional purchases are exempt from competitive solicitations.

Slide 8 – Module 2: Emergency Purchases

An emergency purchase is a purchase that is necessitated by a sudden turn of events beyond the control of the Department, where the delay of obtaining pricing information would be detrimental to the interests of the State.

An example of a “Governor Declared State of Emergency” could be a weather disaster such as a hurricane, or a disease outbreak. An example of an “Agency Emergency Purchase” could be an emergency building maintenance situation, like air conditioning repairs.

An agency head will declare in writing that emergency action is required. Then, the agency may authorize purchases without competitive solicitation. Obtaining quotes is not required, but is encouraged.



Slide 9 – Module 2: Exceptional Purchases

These exceptional purchases have a statutory or rule mandate to use specific entities according to the specific contracts. They include legislatively mandated purchases, purchases from RESPECT or PRIDE, State Term Contracts, and Alternate Contract Sources.

With the exception of Alternate Contract Sources, the use of these contracts is mandatory when commodities or services are available. Printing services, however, must be competitive procured.



Slide 10 – Module 2: Exceptional Purchases

EXCEPTIONAL PURCHASES (cont.)

- **Purchases ≤ \$35,000**
 - **Discretionary Purchases**
 - Less than \$2,500; no quotes required
 - **Informal Quotations**
 - At least 2 quotes through eQuote
- **Other Government Entities**
- **Health Exemption**

§287.057(3), F.S. and Chapter 60A-1.002(4), F.A.C.

Here are three other exceptional purchases that do not require competitive procurement: purchases not over the Category II amount of \$35,000, other government entities, and health exemption.

Unless offered by only one provider, purchases of \$2,500 to \$35,000 require at least two quotes and must be procured through the eQuote module in the MyFloridaMarketPlace system. Purchases under \$2,500 are considered discretionary and do not require multiple

quotes.

It should be noted that only direct client care purchases by a license provider may be considered a purchase under the health exemption clause.

Slide 11 – Module 2: Exceptional Purchases

EXCEPTIONAL PURCHASES (cont.)

- **Single Source**
 - Exempt from competitive procurement
 - Justification is required
 - No renewal allowed

§287.057(3)(c), F.S. and Chapter 60A-1.045, F.A.C.

The last exceptional purchase to review is the single source. This is when the required commodity or service is available from only one source and that source is the only one that meets the Department’s needs or requirements.

These purchases, regardless of dollar amount, are also exempt from competitive procurement, but do require written justification. Single Source purchases cannot be renewed.

Slide 12 – Module 2: Competitive Solicitations

The third method of procurement is competitive solicitations. For procurements that will exceed Category 2, or \$35,000, you will select one of the three types of competitive solicitations for procuring your required services.

- Invitation to Bid, referred to as an ITB
- Request for Proposal, referred to as an RFP
- Invitation to Negotiate, referred to as an ITN

COMPETITIVE SOLICITATIONS

1. Invitation to Bid (ITB)
2. Request for Proposal (RFP)
3. Invitation to Negotiate (ITN)

Procurements that exceed Category II (\$35,000)

§287.057(1), F.S.

Slide 13 – Module 2: Invitation to Bid (ITB)

An Invitation to Bid is the first type of formal competitive solicitation for sealed proposals. It is used when a Contract Manager can identify clear specifications or a scope of work. It typically takes about one to two months from submission of an initial draft to the Central Purchasing Office to the time of awarding the vendor.

Vendor responses are then compared to the requirements as outlined in the solicitation document.

The award is based solely on whether the vendor is deemed “responsive and responsible,” or whether they meet the requirements, and given to the lowest qualified bidder.



Invitation to Bid (ITB)

- **Time: 1-2 months**
- **Clearly defined scope of work**
 - Commodities (test kits, emergency generators, etc.)
 - Services (printing services, window cleaning, etc.)
- **Responses compared to requirements as outlined in the solicitation document**
- **Award:**
 - Must be deemed “responsive and responsible”
 - Made to lowest bidder

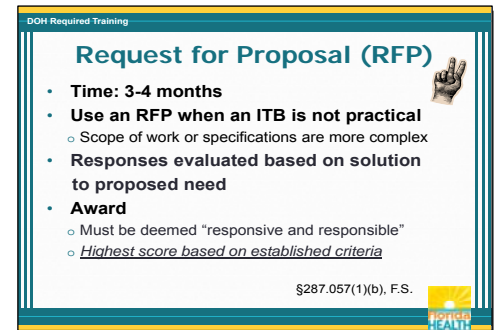
§287.057(1)(a), F.S.

Slide 14 – Module 2: Request for Proposal (RFP)

A Request for Proposal is the second type of formal competitive solicitation for sealed proposals. A comparative judgmental review and award is made based on defined evaluation criteria including price, technical or professional expertise, and content of the technical proposal offered.

A Request for Proposal typically takes about three to four months, from submission of an initial draft to the Central Purchasing Office to the award of a vendor.

Proposals are scored by an evaluation team and award is based on the highest score.

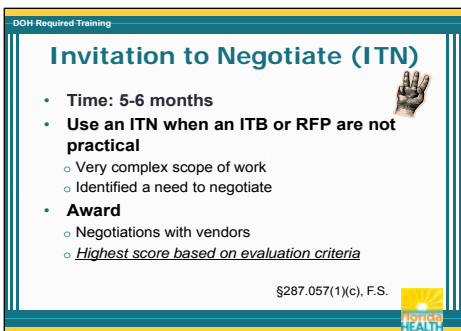


Request for Proposal (RFP)

- **Time: 3-4 months**
- **Use an RFP when an ITB is not practical**
 - Scope of work or specifications are more complex
- **Responses evaluated based on solution to proposed need**
- **Award**
 - Must be deemed “responsive and responsible”
 - Highest score based on established criteria

§287.057(1)(b), F.S.

Slide 15 – Module 2: Invitation to Negotiate (ITN)



Invitation to Negotiate (ITN)

- **Time: 5-6 months**
- **Use an ITN when an ITB or RFP are not practical**
 - Very complex scope of work
 - Identified a need to negotiate
- **Award**
 - Negotiations with vendors
 - Highest score based on evaluation criteria

§287.057(1)(c), F.S.

An Invitation to Negotiate is the third type of formal competitive solicitation for sealed proposals. A comparative judgmental review is made on defined evaluation criteria. After evaluation, negotiations with one or more vendors occur prior to final selection of the awarded vendor.

An Invitation to Negotiate typically takes about five to six months, from submission of an initial draft to the Central Purchasing Office to the award of a vendor.

Responses are scored by an evaluation team, which then selects vendors to negotiate with the Department. Award is made according to the negotiations with the vendors, and the highest score based on evaluation criteria.

Slide 16 – Module 2: Team Players



Team Players

- Program Offices & Contract Managers
- Central Purchasing Office
- Legal Counsel
- Evaluation & Negotiation Teams
- > \$1 Million Contracts - Certified Professionals

The competitive solicitation process involves a team of players. As a team working together, this produces a solid procurement document. The next few slides will explain their roles and responsibilities.

Slide 17 – Module 2: Roles & Responsibilities



ROLES & RESPONSIBILITIES

Program Offices

- Identify need of good or service
- Provide subject matter experts

Contract Managers

- Housed within program office
- Initiate process with Purchasing
- Compliance with purchasing rules and regulations
- Work closely with Purchasing as lead for solicitations

The first team player is the program office. It is the role of program offices to identify the need for commodities or contractual services, and provide subject matter experts.

It is the role of contract managers, who are housed within the program offices, to initiate the procurement process with the Central Purchasing Office, to ensure that the program office is in compliance with purchasing rules and regulations, and to work closely with the purchasing office as the lead for competitive solicitations.

Slide 18 – Module 2: Roles & Responsibilities



ROLES & RESPONSIBILITIES (cont.)

Central Purchasing Office

- Provides procurement experts
- Ensures accountability
- Streamlines competitive solicitations

Procurement Officer

- Housed within Central Purchasing Office
- Lead role in all competitive solicitations

It is the role of the Central Purchasing Office to provide procurement experts, to ensure accountability, and to streamline competitive solicitations.

It is the role of the Procurement Officer, who is housed within the Central Purchasing Office, to serve as the administrative lead on the competitive solicitation.

Slide 19 – Module 2: Roles & Responsibilities



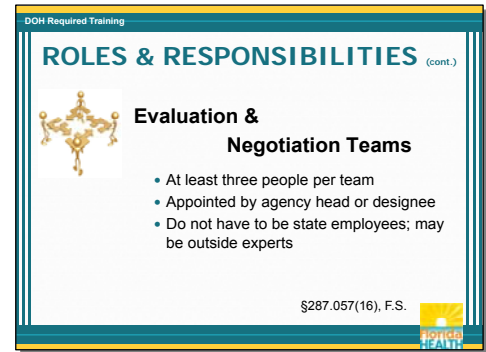
The Office of the General Counsel serves as the legal experts. The role of the Legal team is to aid in the development of a final solicitation document.

It should be noted that the Central Office Legal Counsel only reviews competitive solicitation documents for program offices. County Health Departments should consult with their Legal consortium when issuing a competitive solicitation.

Slide 20 – Module 2: Roles & Responsibilities

Request for Proposals require the assembly and training of an evaluation team, whose role is to score the submitted responses based on the criteria and procedures specified in the solicitation document.

Invitations to Negotiation require the assembly and training of both an evaluation team and negotiation team. The role of the negotiation team is to meet with the vendors, and negotiate the terms and conditions of the contract. Ultimately, this team will award the contract to the vendor determined to be the most advantageous to the State.



Both teams require at least three people to serve, and they must be appointed by the agency head or designee. The members of these teams do not have to be employees of the Department and may be outside experts.

Slide 21 – Module 2: Roles & Responsibilities



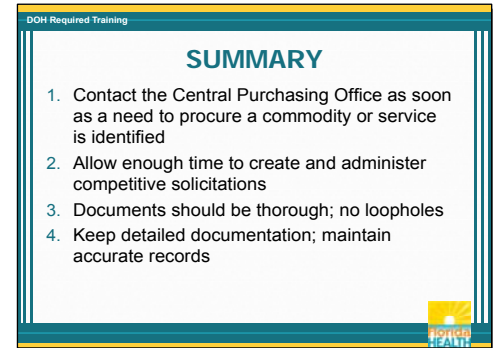
For contracts that exceed \$1 million, it is required that a Florida Certified Contract Negotiator serve on the Negotiation Team. This is provided by the Central Purchasing Office.

For contracts that exceed \$10 million, it is required that a Project Management Professional also serve on the Negotiation Team. This is typically an employee of the Department.

Slide 22 – Module 2: Summary

In summary, here are a few tips for you to remember:

- Contact the Central Purchasing Office as soon as a need to procure a commodity or service is identified
- Allow enough time to create and administer competitive solicitations
- Documents should be thorough, with no loopholes
- Keep detailed documentation and maintain accurate records



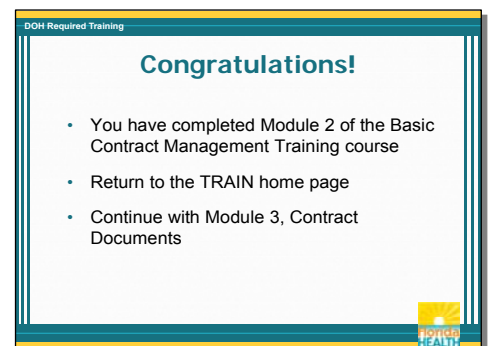
Slide 23 – Module 2: Contact Information



For further help in answering any specific questions regarding procurement, please contact the Central Purchasing Office at (850) 245-4199.

Slide 24 – Module 2: Congratulations!

- Congratulations! You have completed Module 2, “Contract Procurement,” of the “Basic Contract Management Training” on-line course and should have a better understanding of the Department’s contract procurement process.
- Return to the TRAIN Florida home page and select “My Learning,” then the “Current Courses” button.
- To the right of the course title, select the “M” button, then select the “M” button next to Module 2. Click the “Completed” button.
- Return to the “My Learning” section to review and complete Module 3, “Contract Documents.”



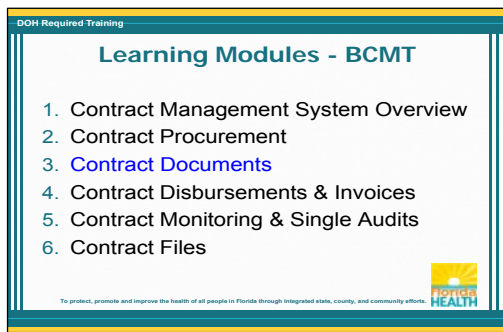
Module 3 - Contract Documents

Slide 1 – Module 3: Contract Documents



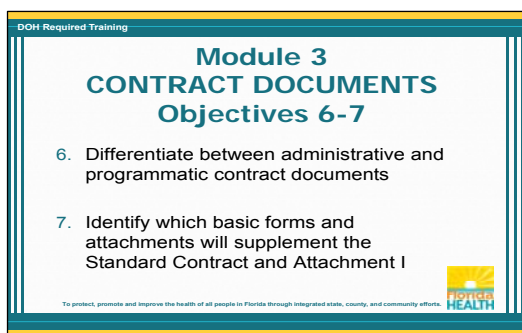
Welcome to Module 3 of the FDOH Basic Contract Management Training, a course for new contract managers, presented by the Office of Contracts.

Slide 2 – Module 3: Learning Modules - BCMT



Module 3, “Contract Documents,” is the third of six modules in the Basic Contract Management Training course.

Slide 3 – Module 3: Contract Documents – Objectives 6 – 7



We will cover objectives six and seven. After completing this module, participants will:

- Differentiate between administrative and programmatic contract documents
- Identify which basic forms and attachments will supplement the Standard Contract and Attachment I

Slide 4 – Module 3: Standard Documentation



The contract documentation finalizes the specifics of the relationship that the Department and the provider will have, as it pertains to the commodity or service procured.

Standard documentation of the Department contract always includes the Standard Contract, the Attachment I, and additional attachments, as applicable to the contract. In this module, we will take a closer look at the contract documents and supporting documents, referred to as forms.

All attachments and forms covered in this section can be accessed through the website of Contract Administration.

Slide 5 – Module 3: Standard Contract – Administrative Requirements

The “Standard Contract” document is the first component of the contract agreement. The Standard Contract ensures that all uniform administrative requirements mandated by federal and state law, as well as departmental policy, are outlined in the agreement.

There are three primary sections of the Standard Contract:

- The first section, “The Provider Agrees,” consists of the requirements for the provider to follow, such as the requirement to follow governing state and federal laws.
- The second section, “The Department Agrees,” consists of requirements for the Department to follow, such as the Department’s commitment to process payments in a timely manner.
- The third section, “The Provider and Department Mutually Agree,” consists of requirements mutually agreed to by both the provider and the Department, such as the termination-at-will clause.

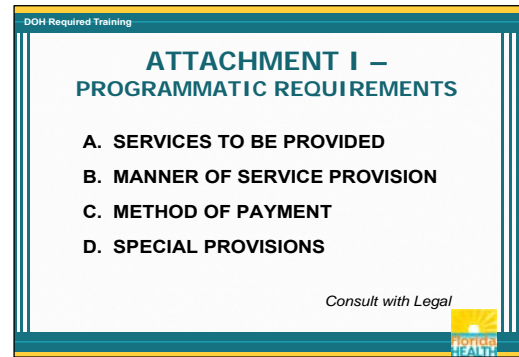


It is critical that the contract manager know the specific contents of this document in order to be informed of all requirements of both the provider and the Department. Please note, the Standard Contract has several blank spaces for the contract manager to fill in with specific information for the agreement. With the exception of the provided blank spaces, the Standard Contract cannot be modified without Legal's consent.

Slide 6 – Module 3: Attachment I – Programmatic Requirements

The Attachment I is the second component of the contract agreement. This document ensures all programmatic requirements required from the provider are included in the agreement. The Attachment I contains the following four sections:

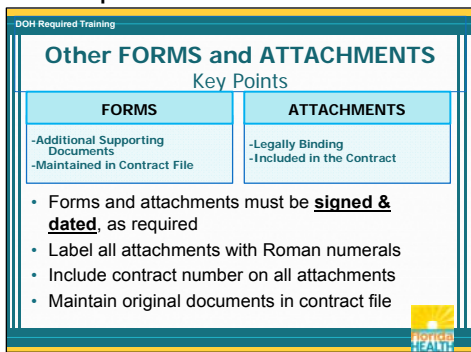
- Services to be Provided
- Manner of Service Provision
- Method of Payment
- Special Provisions



For central office contracts, the Attachment I is written by Legal. The first step in this process consists of completing and submitting the “Contract Drafting Worksheet” to Legal. Then, an attorney will be assigned to take the lead in developing the Attachment I.

Slide 7 – Module 3: Other Forms and Attachments

It is important to note the distinction between forms and attachments. Forms are additional supporting documents, which are maintained in the contract file. Attachments, on the other hand, are legally binding documents that are included in the contract.




DOH Required Training

Other FORMS and ATTACHMENTS

Key Points

FORMS	ATTACHMENTS
-Additional Supporting Documents -Maintained in Contract File	-Legally Binding -Included in the Contract

- Forms and attachments must be **signed & dated**, as required
- Label all attachments with Roman numerals
- Include contract number on all attachments
- Maintain original documents in contract file



Before you submit a contract document for review, make sure that all forms are completed, which could include required signatures and dates. As mentioned earlier, attachments are included in the contract. Therefore, attachments must be numbered sequentially using Roman numerals, and include the contract number. Attachments

that require a signature should be signed and dated by the provider during the execution of the contract.

As a final note, it is important to remember that all original forms and attachments must be maintained in the contract file.

Slide 8 – Module 3: Standard Documentation – Additional Attachments



In the previous slide, we distinguished the differences between forms and attachments. Over the next several slides in this module, we will further discuss the additional attachments of the contract document.

Slide 9 – Module 3: Additional Attachments - Categories

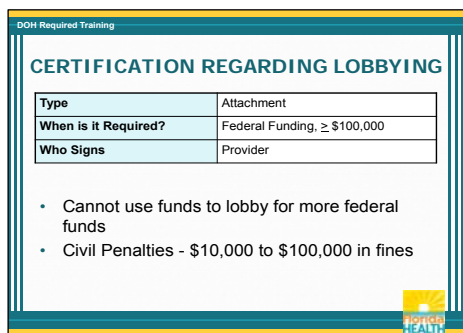


Additional attachments can be categorized into two groups, either Department attachments or program attachments. Department attachments are generally required for all formal contracts when certain conditions apply.

Program attachments are specific to the program. A few examples of program attachments are report or invoice templates, and forms, such as a client eligibility worksheet.

For this training, we will take a closer look at the Department attachments.

Slide 10 – Module 3: Certification Regarding Lobbying



Most often labeled as Attachment II of the contract is the “Certification Regarding Lobbying” attachment. This attachment is required for any contract receiving federal funds at the amount of \$100,000 or greater.

This attachment must be signed by the provider during the execution of the contract.

Slide 11 – Module 3: Financial and Compliance Audit Attachment

FINANCIAL AND COMPLIANCE AUDIT ATTACHMENT	
Type	Attachment
When is it Required?	All contracts funded with state or federal financial assistance
Who Signs	No signature

- Audit required when \$750,000 of federal funds or \$500,000 state funds expended in a year
 - CSFA - §215.97 F.S.
 - CFDA – 2 CFR part 200
- Audit optional for less than \$500,000

When a contract is deemed a state or federal financial assistance agreement, the funds for the contract will be tied to a Catalogue of State Financial Assistance number, referred to as a CSFA number, or a Catalogue of Federal Domestic Assistance number, referred to as a CFDA number. Contracts containing state or federal financial assistance funds have audit requirements, which the provider must be made aware of and must comply.

Therefore, the “Financial and Compliance Audit Attachment” will be a legal and binding document in the contract agreement. This attachment informs the provider of their relationship status, audit thresholds, and the various audit reporting requirements. An audit is recommended, but is optional for contracts expending less than the threshold amounts.

Slide 12 – Module 3: Contract Manager/Provider

CONTRACT MANAGER	PROVIDER
Only responsible for ensuring audit requirements for contract amount.	Must be aware of the total amount of funds expended and additional audit requirements.

As the contract manager, you are responsible for ensuring audit requirements for the contract amount. You do not monitor any additional funds that your provider receives from other funding sources.

By including this attachment as part of the contract, providers acknowledge their responsibility to comply with all audit requirements as explained in this attachment. If the provider is required to have an audit, you will receive a copy and be responsible for maintaining it in your contract file.

Slide 13 – Module 3: State University Attachment

STATE UNIVERSITY ATTACHMENT	
Type	Attachment
When is it Required?	State Universities
Who Signs	No signature

- Modifies the standard contract
- Not for private universities

Note:
UF has its own attachment—located on the Contract Admin website

All contracts with state universities are required to have the “State University Attachment” included as a part of the contract document. Since members of the state university system are included as a state government agency, some provisions in the Standard Contract have been modified.

The state university attachment is not used for private universities, such as University of Miami and Nova Southeastern University. University of Florida has its own specific university attachment.

Slide 14 – Module 3: Contract Forms

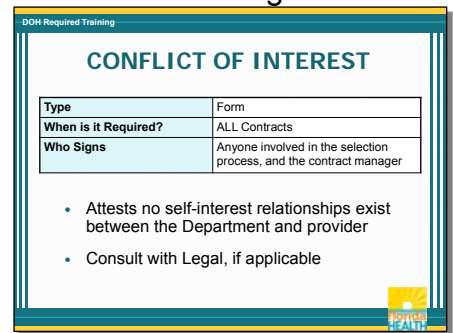


For the next series of slides, we will discuss contract forms. Forms are supporting documentation of the contract and must be maintained in the contract file. In addition, some forms are required to be signed and dated by either the contract manager or provider, or both.

Slide 15 – Module 3: Conflict of Interest

The “Conflict of Interest” form must be completed for all contracts. This form must be signed and dated by all individuals involved in the selection process. In addition, all contract managers assigned to manage the contract must complete the “Conflict of Interest” as well.

This form attests that no self-interest relationships exist between the provider, the selection team, and the contract manager. This form documents that you have made an objective and ethical decision to use this provider, and that you are not contracting with people you know, such as good friends, roommates, or relatives.

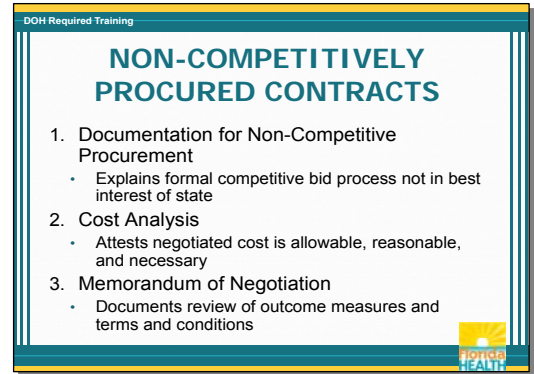


If there are any doubts about what may be perceived as a conflict of interest with a potential provider, then it is best to consult with Legal.

Slide 16 – Module 3: Non-Competitively Procured Contracts

Many DOH contracts are non-competitively procured due to the health service exemption allowed by law. Non-competitively procured contracts must contain the following three forms:

- The “Documentation for Non-Competitive Procurement,” which explains why the formal competitive bid process was not in the best interest of the state.
- The “Cost Analysis,” which attests that the negotiated cost is allowable, reasonable, and necessary.
- The “Memorandum of Negotiation,” which documents that the Department and the provider reviewed the outcome measures, and that the terms and conditions of the contract are understood by both parties.



The following three slides will further explain these documents.

Slide 17 – Module 3: Documentation for Non-Competitive Procurement



The “Documentation for Non-Competitive Procurement” form serves to justify the non-competitive procurement.

This form explains why competitive procurement was not utilized, gives the reasons for provider selection, and identifies all individuals responsible for the development of criteria for provider evaluation. In addition, this form must be signed by the individual responsible for procuring the service noncompetitively. In many cases, this decision will be made by management. In other cases, the contract

manager will be the person making the decision.


Slide 18 – Module 3: Cost Analysis

DOH Required Training

COST ANALYSIS

Type	Form
When is it Required?	Non-Competitive Procurements
Who Signs	Contract Manager

- Ensures fair market value for services provided
- Allowable, Reasonable, and Necessary



The next document required for non-competitively procured agreements is the “Cost Analysis” form, which gives assurance that the items being procured are at fair market value.

The “Cost Analysis” form identifies each budget line item category, and ensures the proposed amount is allowable, reasonable, and necessary to complete the agreed upon services. Regardless of the method of payment, fixed price

or cost reimbursement, this form is required.


Slide 19 – Module 3: Memorandum of Negotiation

DOH Required Training

MEMORANDUM OF NEGOTIATION

Type	Form
When is it Required?	Non-Competitive Procurements
Who Signs	Contract Manager & Provider

- Attestation that negotiations occurred
- Terms/conditions understood by both parties
- “Conflict of Interest” form required from DOH team



The “Memorandum of Negotiation” form is the third document required for non-competitive procured agreements. Negotiation is an important and mandatory part of the non-competitive process. Negotiation allows the Department and the provider an opportunity to discuss the terms and conditions of the agreement, and agree to a price for the service, which is reasonable for both parties.

On this form, you are documenting that negotiations indeed took place, and that both parties understood their responsibilities as written in the terms and conditions of the contract. In addition, the names of all individuals involved in the negotiations must be documented on the form. For every DOH member of the negotiation team, a “Conflict of Interest” form must be completed.

Slide 20 – Module 3: Scrutinized Vendor Certification

DOH Required Training

SCRUTINIZED VENDOR CERTIFICATION

Type	Form
When is it Required?	≥ \$1 Million
Who Signs	Provider; Initialed by CM

- To comply with §215.473 F.S.
- Prohibits state agencies from contracting with providers who deal with the governments of Sudan and Iran
- Form must be signed prior to contract execution
- Verification on State Board of Administration List

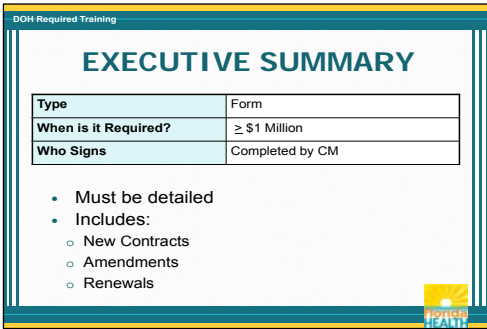


When contracts are valued at \$1 million or more, there are three forms required to be completed and submitted with contracts.

The first form is the “Scrutinized Vendor Certification” form. According to Chapter 215.473, Florida Statutes, any contracts valued at \$1,000,000 or more prohibits providers from engaging in business activities with the governments of Sudan and Iran.

This form is required to be completed prior to contract execution, and the contract manager must verify the information on the Florida State Board of Administration List.

Slide 21 – Module 3: Executive Summary



Type	Form
When is it Required?	≥ \$1 Million
Who Signs	Completed by CM

- Must be detailed
- Includes:
 - New Contracts
 - Amendments
 - Renewals

The next form required for contracts valued at \$1 million or more is the “Executive Summary.” For new contracts, amendments, and renewals containing funds of \$1 million or more, this form provides executive management a detailed summary, and an adequate description of what the contract action will accomplish.

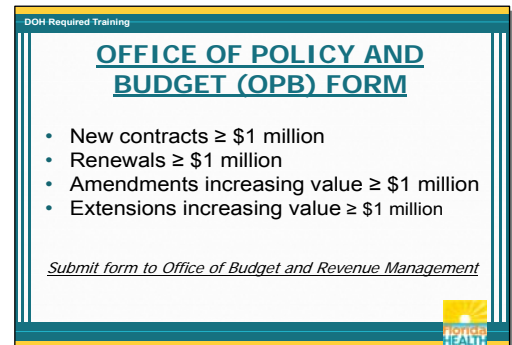
Please note, amendments which increase the funding of a contract to \$1 million or more will require the completion of an “Executive Summary.”

Instructions and examples of completed summaries can be located on the “Forms” page of the Contract Administration intranet site.

Slide 22 – Module 3: Office of Policy and Budget (OPB) Form

The third form is the contract solicitation review worksheet, referred to as the “OPB” form. Per Executive Order 11-01, all expenditure contracts meeting the monetary threshold, executed on or after September 16, 2011 by county health departments and central office programs, must be submitted to the Office of Policy and Budget for approval. This directive addresses the following thresholds:

- New contracts valued at \$1 million or more
- Renewals valued at \$1 million or more
- Amendments that increase the contract value to \$1 million or more
- Extensions that increase the contract value to \$1 million or more



- New contracts ≥ \$1 million
- Renewals ≥ \$1 million
- Amendments increasing value ≥ \$1 million
- Extensions increasing value ≥ \$1 million

Submit form to Office of Budget and Revenue Management

Once the form is completed by the program, it must be submitted to the Department’s Office of Budget and Revenue Management for continuation of the approval process. Contracts can only be routed to the Office of Contracts after this form is approved by all parties.

Slide 23 – Module 3: Certification Regarding Debarment

DOH Required Training

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY & VOLUNTARY EXCLUSION

Type	Form
When is it Required?	Federal Funding
Who Signs	Provider; Initialed by CM

- Certifies Provider and Subcontractors are eligible for contracting
- Form must also be completed by subcontractors
- Form must be signed prior to contract execution
- Contract Manager required to verify on SAM (System for Award Management)



For contracts receiving federal funds, there are two forms that may require completion. The first form is the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts and Subcontracts.” Providers sign the debarment form certifying that they are eligible to participate in contracts containing federal funds. The providers agree to have their subcontractors complete this form as well.

Prior to execution of the contract, it is the Contract Manager’s responsibility to verify the provider’s attestation. This task is performed using the federal website: System for Award Management.


Slide 24 – Module 3: Federal Recipient, Subrecipient, and Vendor Determination

DOH Required Training

FEDERAL RECIPIENT, SUBRECIPIENT, AND VENDOR DETERMINATION CHECKLIST

Type	Form
When is it Required?	Federal Financial Assistance
Who Signs	Contract Manager

- Determines Providers contractual status
- Maintain in contract file



The second form is the “Federal Recipient, Subrecipient, and Vendor Determination Checklist.” This form is required for new contracts that contain federal funds or state matching funds, and for amendments that add federal funds or state matching funds.

As the form’s title implies, this form is used to assist the Department in determining a non-federal entities status as a recipient, subrecipient, or vendor. This form is signed by the contract manager and maintained in the contract file.


Slide 25 – Module 3: Florida Single Audit Act Checklist

DOH Required Training

FLORIDA SINGLE AUDIT ACT CHECKLIST

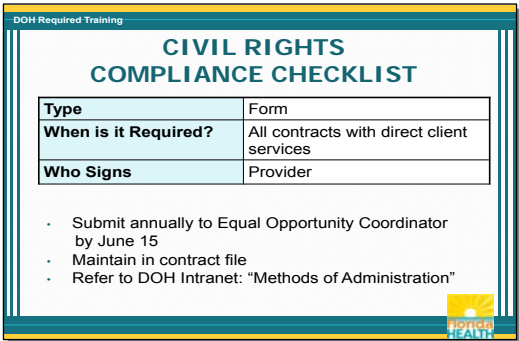
Type	Form
When is it Required?	State Financial Assistance
Who Signs	Contract Manager

- Determines providers contractual status
- Maintain in contract file



The “Florida Single Audit Act Checklist” is used by the Department to evaluate applicability of the Florida Single Audit Act to non-state organizations. This form assists the Department in determining if the non-state organization is a recipient, vendor, or exempt organization. This form is required for new contracts that contain state funds and amendments that add state funds to the contract. The contract manager signs this form, and maintains it in the contract file.

Slide 26 – Module 3: Civil Rights Compliance Checklist



Type	Form
When is it Required?	All contracts with direct client services
Who Signs	Provider

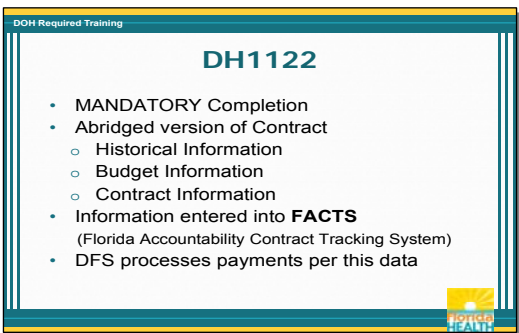
- Submit annually to Equal Opportunity Coordinator by June 15
- Maintain in contract file
- Refer to DOH Intranet: "Methods of Administration"

The “Civil Rights Compliance Checklist” must be completed by any provider who is delivering direct client services. With this form the provider asserts compliance in not discriminating against anyone based on race, color, national origin, political affiliation or opinion, sex, religion, age, disability, or marital status.

This form must be submitted annually to the DOH Equal Opportunity Coordinator by June 15th. The original is maintained in the contract manager’s file.

For more details about Civil Rights Compliance, refer to the “Methods of Administration,” on the DOH Intranet.

Slide 27 – Module 3: DH1122



- MANDATORY Completion
- Abridged version of Contract
 - Historical Information
 - Budget Information
 - Contract Information
- Information entered into **FACTS**
(Florida Accountability Contract Tracking System)
- DFS processes payments per this data

Finally, and one of the most important documents in the contract files, is the “DH1122” form. The DH1122 is a Department internal form, and mandatory with all contracts. This form captures the following contract information in an abridged format: historical, budget, and contract information.

Key information from this form is entered into the Florida Accountability Contract Tracking System, referred to as FACTS. This system offers transparency for the

legislature, providers, clients, and the general public, allowing all to review information on contracts issued by state agencies.

Another important use for the DH1122 is that DOH Disbursements relies on the information to create encumbrances, and to process contract payments.

Slide 28 – Module 3: DH1122

The screenshot shows the DH1122 form with sections for 'MAIN CONTRACT INFORMATION', 'CONTRACT PROCUREMENT INFORMATION', 'OUTSOURCING / CAPITAL IMPROVEMENT', and 'CONTRACT MANAGER INFORMATION'. It includes fields for contract number, amount, dates, and various codes.

This slide provides a snapshot of page 1, of the DH1122. Some of the key information collected on this page includes the contract number, contract amount, method of procurement, and statutory authority. Other key information captured on the DH1122 includes codes used for FACTS and Disbursements, such as commodity and budget codes, deliverables, performance expectations, and financial consequences.

The DH1122 is the source document used to create the FACTS Contract Summary Agreement, also called the CSA. The CSA is a summary of the contract requirements, and is used by DFS to assist in the payment process. Therefore, it is imperative that the DH1122 be filled out completely and correctly. It not only impacts various reports, but is also can impact whether or not the provider gets paid in a timely manner.

Slide 29 – Module 3: Required for Non-Competitively Procured Contracts

Required:

- DH1122
- Standard Contract
- Conflict of Interest
- Documentation for Non-Competitive Procurement
- Cost Analysis
- Memorandum of Negotiation

These forms may also be applicable:

- Scrutinized Vendor Certification
- Executive Summary
- Debarment & Suspension Form
- Certification Regarding Lobbying
- University Attachment
- Financial & Compliance Audit Attachment
- Federal Subrecipient vs. Vendor Determination Checklist
- FSAA Checklist for Non-State Organizations
- Civil Rights Checklist

This slide provides a summary of the documents associated with non-competitively procured contracts. There are two columns: one column listing the required documentation, and one column listing forms and attachments that might be applicable, depending on the terms and conditions of the contract.

Slide 30 – Module 3: Required for Competitively Procured Contracts

Required:

- DH1122
- Standard Contract
- Conflict of Interest
- Competitive Solicitation
- Proof of Advertising, Evaluations, Bid Tabulations
- Proof of Minority Business Coordinator Review

These forms may also be applicable:

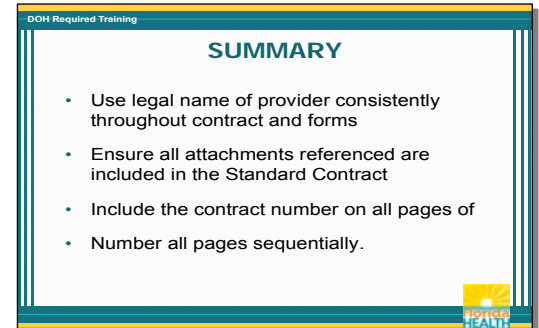
- Scrutinized Vendor Certification
- Executive Summary
- Debarment & Suspension Form
- Certification Regarding Lobbying
- University Attachment
- Financial & Compliance Audit Attachment
- Federal Subrecipient v. Vendor Determination Checklist
- FSAA Checklist for Non-State Organizations
- Civil Rights Checklist

This slide provides a summary of the documents associated with competitively procured contracts. Based on this procurement method, listed are the required documents, as well as another list of documents that might be applicable, depending on the terms and conditions of the contract.

Slide 31 – Module 3: Summary

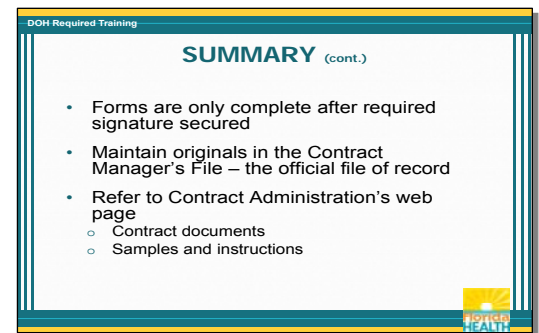
In summary, here are a few basic tips and information for you to remember:

- Use legal name of provider consistently throughout the contract
- Ensure all attachments referenced are included in the Standard Contract
- Include the contract number on all documents
- Number all pages sequentially

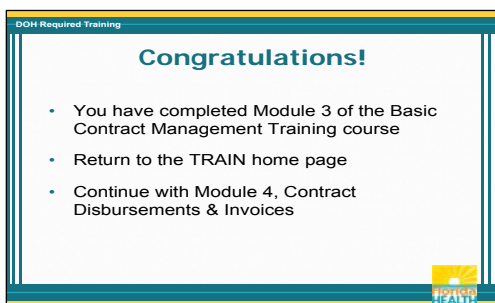


Slide 32 – Module 3: Summary

- Forms are only complete after required signatures are secured
- Maintain originals in the Contract Manager's File – the official file of record
- Refer to Contract Administration's web page to access the most recent contract documents, along with samples and instructions



Slide 33 – Module 3: Congratulations!



Congratulations! You have completed Module 3, “Contract Documents,” of the “Basic Contract Management Training” on-line course and should have a better understanding of the Department’s contract documents.

Return to the TRAIN Florida home page and select “My Learning,” then the “Current Courses” button.

To the right of the course title, select the “M” button, then select the “M” button next to Module 3. Click the “Completed” button.

Return to the “My Learning” section to review and complete Module 4, “Contract Disbursements & Invoices.”

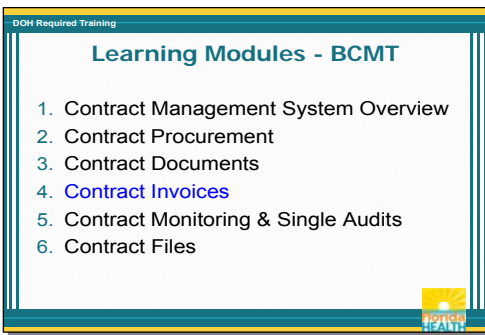
Module 4 - Contract Invoices

Slide 1 – Module 4: Contract Invoices



Welcome to Module 4 of the FDOH Basic Contract Management Training, a course for new contract managers, presented by the Office of Contracts.

Slide 2 – Module 4: Learning Modules - BCMT

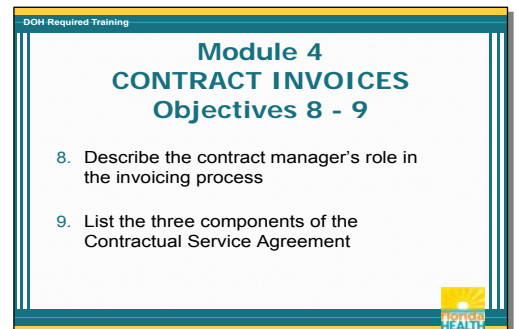


Module 4, “Contract Invoices,” is the fourth of six modules in the Basic Contract Management Training course.

Slide 3 – Module 4: Contract Invoices – Objectives 8 – 9

We will cover objectives eight and nine. After completing this module, participants will:

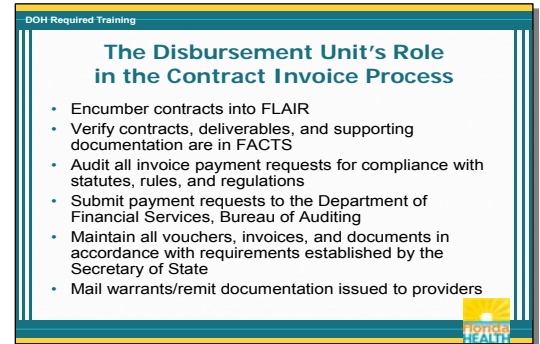
- Describe the contract manager’s role in the invoicing process
- List the three components of the Contractual Service Agreement



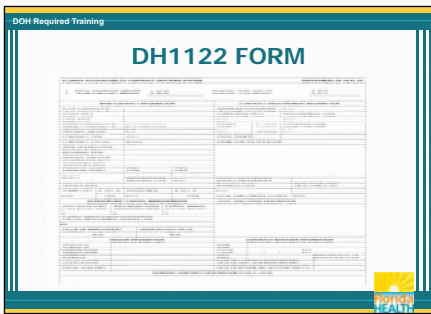
Slide 4 – Module 4: The Disbursement Unit's Role

The role of the Disbursement team is to assist you with anything payment-related, which includes the following:

- Encumber contracts into FLAIR, based from the information provided in the DH1122, so that spending and budget can be tracked by the program offices
- Verify that contracts, deliverables, and supporting documentation are in FACTS
- Audit all invoice payment requests for compliance with statutes, rules, and regulations
- Submit payment requests to the Department of Financial Services, Bureau of Auditing
- Maintain all vouchers, invoices, and documents in accordance with requirements established by the Secretary of State
- Mail warrants/remit documentation issued to providers



Slide 5 – Module 4: DH1122



The DH1122 form is required for all executed contracts. This form gives a synopsis of the contract's history, budget codes, and the contract terms and conditions.

The data from this form is used to establish the encumbrance in FLAIR. Prior to the first payment being made, the DH1122 will be routed to Disbursements. Therefore, for timely payments to be made, it is critical that all data is entered completely and accurately.

Slide 6 – Module 4: Vendor Information & Registration

To receive payment, the provider must be registered on MyFloridaMarketPlace. The provider will submit the Federal ID number, the official name, the business address, and either the address that checks will be mailed to or the registration address for electronic funds transfers. Should there ever be a change of address, then the provider must directly change the address in MyFloridaMarketPlace.

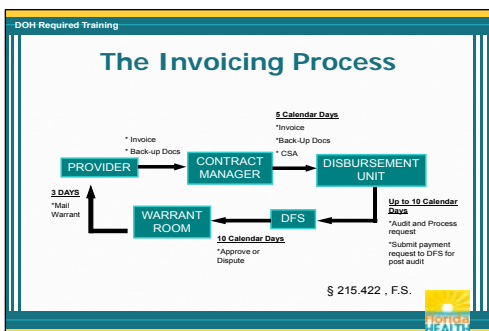
If any problems are encountered or assistance is required in the process, direct providers to the Vendor Registration Customer Service Hotline.

Slide 7– Module 4: Prompt Payment Compliance

Here is a summary of the Prompt Payment Compliance Statute, which guides the Department’s invoicing process. The process begins with the provider. The provider performs the service, and sends the invoice and all supporting documentation to the contract manager. Per statute, the invoice will be recorded with DFS no later than 20 days after the receipt of the invoice and receipt, inspection, and approval of the goods or services, except in the case of a bona fide dispute.

In order to make this timeline, the Department has set the following guidelines for our agency. As the contract manager, you have five calendar days to review and approve the invoice, and submit it to the Disbursements Unit. The Disbursement’s auditor has up to 10 calendar days to audit and process the invoice request. It is then sent to DFS, Bureau of Auditing, which has 10 calendar days to conduct a final audit and issue a warrant. Then, the Disbursement Unit has three days to mail it. In order for the Department to avoid accruing interest, strict care is given in adhering to this timeline.

Slide 8 – Module 4: The Invoicing Process



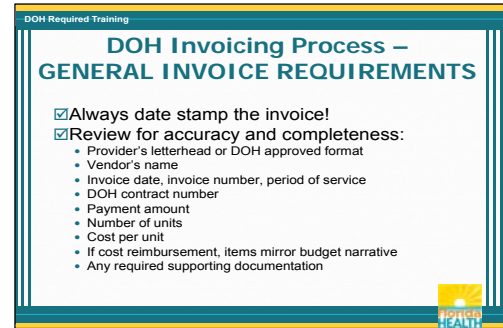
Here is a visual map of the invoicing process, as explained in the previous slide. The critical point for you to remember in the timeline of this process is that you, the contract manager, have only five days to review and approve the invoice. Prompt payment is essential.

Slide 9 – Module 4: General Invoice Requirements

When you receive an invoice from the provider, remember to always date stamp the invoice. This is important due to the time frame required for processing invoices.

Then, review the following items for accuracy and completeness:

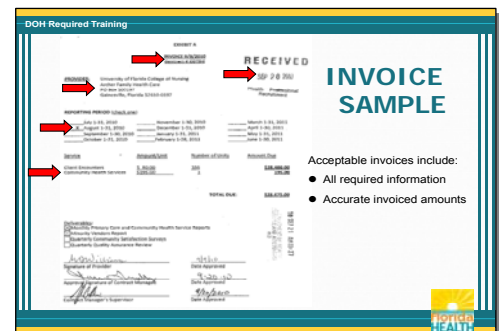
- Usage of the provider's letterhead, or in a DOH approved format
- Provider's name
- Invoice date, invoice number, and the period of service
- DOH contract number
- Payment amount, which will include a breakdown of the number of units and cost per unit, if based on a fixed fee - unit cost; if the method of payment is cost reimbursement, then the items must mirror the budget narrative
- Any required supporting documentation



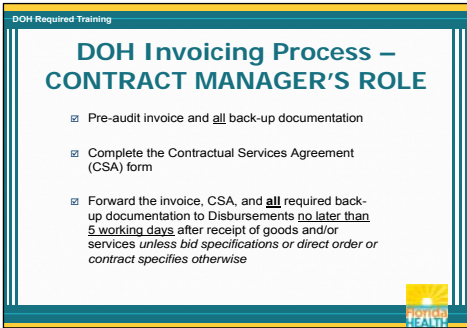
Slide 10 – Module 4: Invoice Sample

Here is an example of an acceptable fixed rate invoice, with all of the necessary information present and accurate:

- Contract manager has date stamped the invoice confirming the date of receipt
- Invoice is on a DOH approved format, with the correct remit address
- DOH contract number, invoice date, invoice number, and period of service are included
- Type of service, the unit rate, the number of units billed, and the total amount due are correct



Slide 11– Module 4: Contract Manager’s Role



Once you have performed a pre-audit on the invoice and supporting documentation, you will need to complete the Contract Summary Agreement (CSA), and then submit all of these items to the Disbursements Unit, no later than five working days of receipt of the goods or services.

If there are disputes, then you have the option of either reducing the payment or holding the invoice until additional documentation has been received. If the invoice is held, then the invoice must be clocked in again, once the

requested documentation has been provided.

More explanation about the CSA will be presented later in this module.

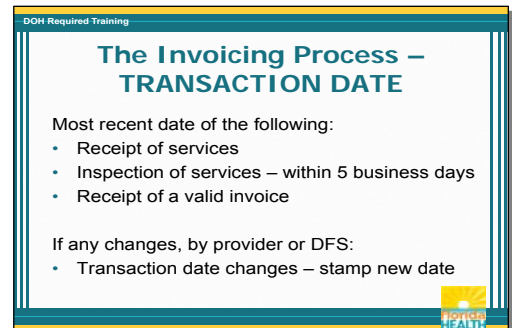
Slide 12 – Module 4: Transaction Date

It is critical to remember the transaction date during the invoicing process. To determine if the Department is in compliance, Finance & Accounting calculates and enters a transaction date in FLAIR for each payment. MyFloridaMarketPlace automatically calculates the transaction date.

The transaction date will be the most recent of the following occurrences:

- Receipt of goods or services
- Inspection of goods or services (which is to be completed within 5 business days)
- Receipt of a valid invoice

However, should any changes be required by the provider or DFS, the clock stops until any requested documentation is received. At that point, verify the new transaction date by stamping a new date on the invoice, and begin the invoicing process again.



Slide 13 – Module 4: Fixed Price vs Cost Reimbursement

FIXED PRICE vs COST REIMBURSEMENT

- FIXED PRICE**
 - To be paid monthly, per deliverable, or quarterly as stated in the Method of Payment
 - Unit Cost (Fixed Rate)
 - Fixed Price
- COST REIMBURSEMENT**
 - Based on actual expenses incurred by vendor/provider
 - Invoice must be submitted with detailed receipts & proof of payment for each expense incurred

PRO: Easy to pay, requires little documentation
CON: Less control of dollars for service rate

PRO: More control of dollars for service rate
CON: Payment cannot be processed w/out receipts

Two main methods to pay a contract are fixed price and cost reimbursement. Fixed price tends to be less tedious to deal with, and typically does not require a lot of back-up documentation to be submitted with the invoice. It can be designated as a fixed sum where the same amount is paid in equal amounts monthly or quarterly, or at a fixed rate, which is paid at a predetermined price for each unit of service delivered.

However, in order to have more control over your dollars, it is best to opt for the cost reimbursement method of payment, which requires invoices to be submitted with detailed receipts and proof of payment for each expense incurred.

Slide 14 – Module 4: Cost Reimbursement – Helpful Tips

COST REIMBURSEMENT – HELPFUL TIPS

- Invoice & back-up documents should be in the same order as the Budget Narrative
- Examples of documents/items that are **NOT ACCEPTABLE** for reimbursement:
 - Quotes
 - Purchase Orders/Purchase Requisitions
 - Statements (unless clearly shown to be intended for use as an invoice)
 - Petty Cash Requests
 - Service Charges, Interest, or Late Fees
 - (must be deducted from total billed to DOH)

Here are some helpful tips for handling cost reimbursement invoices. When you submit a cost reimbursement invoice, the invoice and back-up documentation should be submitted in the same order as the budget narrative.

Reimbursements will not be approved from items such as quotes, purchase orders, statements, and petty cash requests. Items such as service charges and late fees will also not be reimbursed, and must be deducted from the total billed to DOH.

Slide 15 – Module 4: Contractual Services Agreement (CSA)

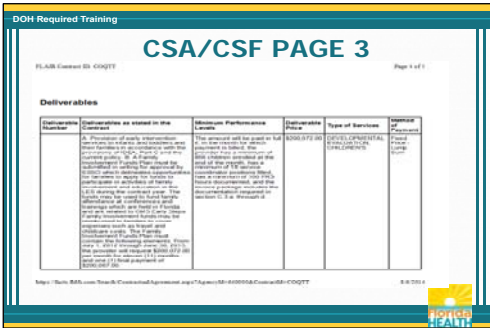
THE CONTRACTUAL SERVICES AGREEMENT FORM (CSA)

- A summary of all information required for contractual invoices to be processed by the Department of Financial Services unless otherwise stated in CFO Memo #02
- Must be submitted with each invoice for contractual services
- A current CSA must be printed from FACTS with each payment; the print date and contract manager signature date must be same or within 2-3 business days
- The CSA is an official form and cannot be changed without prior approval from DFS

The CSA is a form required by DFS. It contains a summary of all information required for contractual invoices to be processed by the Department of Financial Services, unless otherwise stated in CFO Memo #02. It must be submitted with each invoice for contractual services.

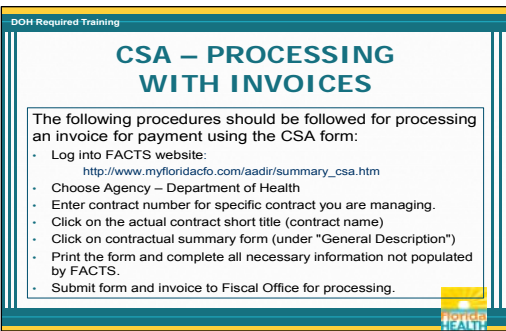
A current CSA must be printed from FACTS with each payment. The print date and contract manager signature date must be the same or within 2-3 business days. The CSA is an official form and cannot be changed without prior approval from DFS.

Slide 19 – Module 4: CSA / CSF – Page 3



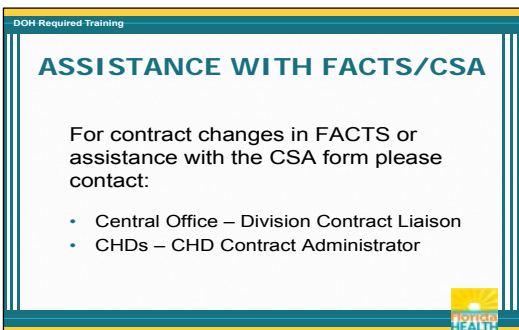
Page three of the CSA lists the deliverables, minimum performance levels, the deliverable’s price, type of service, and method of payment. If you have a cost reimbursement contract, then your deliverable price will be \$0 because the rate cannot be pre-determined.

Slide 20 – Module 4: CSA –Processing with Invoices



The CSA form is obtained from the FACTS website. Follow the procedures in this slide for processing an invoice for payment using the CSA form.

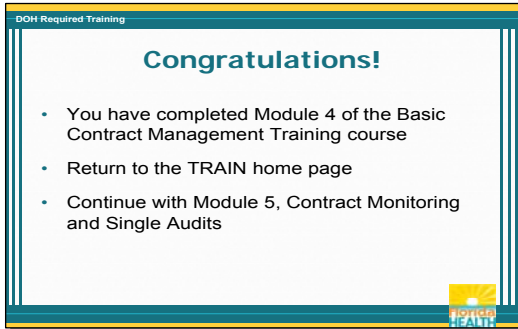
Slide 21 – Module 4: Assistance with FACTS/CSA



Should you need to make any changes or updates in FACTS, Disbursements does not have access to make changes.

Therefore, if you are a contract manager with central office, contact your division contract liaison for assistance. If you are a contract manager with a CHD, contact your local contract administrator for assistance.

Slide 22 – Module 4: Congratulations!



Congratulations! You have completed Module 4, “Contract Invoices,” of the “Basic Contract Management Training” online course and should have a better understanding of processing contract invoices.

Return to the TRAIN Florida home page and select “My Learning,” then the “Current Courses” button.

To the right of the course title, select the “M” button, then select the “M” button next to Module 4. Click the “Completed” button.

Return to the “My Learning” section to review and complete Module 5, “Contract Monitoring and Single Audits.”

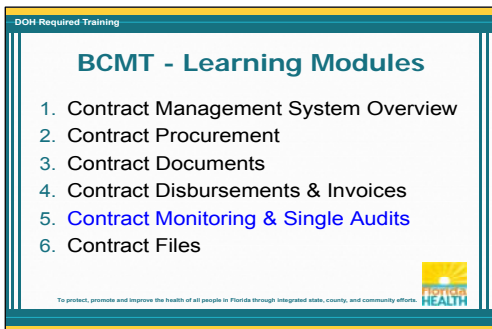
Module 5 – Contract Monitoring

Slide 1 – Module 5: Contract Monitoring



Welcome to Module 5 of FDOH Basic Contract Management Training, a course for new contract managers, presented by the Office of Contracts.

Slide 2 – Module 5: BCMT – Learning Modules

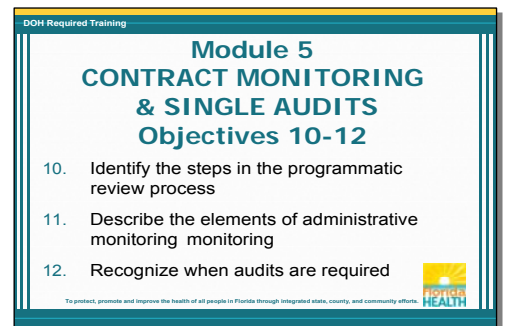


Module 5, “Contract Monitoring and Single Audits,” is the fifth of six modules in the Basic Contract Management Training course.

Slide 3 – Module 5: Contract Monitoring – Objectives 10 - 12

We will cover objectives ten through twelve. After completing this module, participants will:

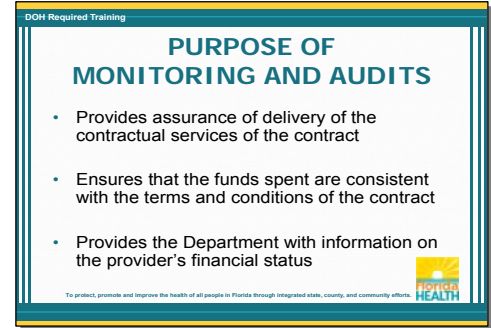
- Identify the steps in the programmatic review process
- Describe the elements of administrative monitoring
- Recognize when audits are required



Slide 4 – Module 5: Purpose of Monitoring and Audits

The purpose of the audit process includes the following:

- Provides assurance of delivery of the contractual services of the contract
- Ensures that the funds spent are consistent with the terms and conditions of the contract
- Provides the Department with information on the provider's financial status



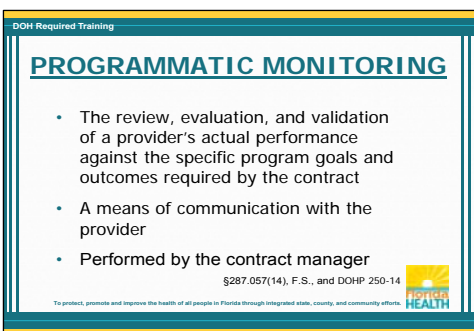
Slide 5 – Module 5: Contract Monitoring



Now that your contract is in place and the provider is delivering services, you will need to keep track, or monitor, the contract's progress. Contract monitoring consists of the review and evaluation of a provider's performance under the contract terms, and compliance with all applicable laws, rules, regulations, and guidelines.

There are two components of contract monitoring: Programmatic Monitoring and Administrative Monitoring. We will discuss both in further detail.

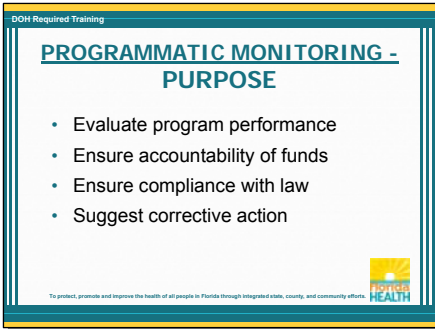
Slide 6 – Module 5: Programmatic Monitoring



Programmatic monitoring is the review, evaluation, and validation of a provider's actual performance against the specific program goals and outcomes required by the contract. It also provides a means of communication with the provider throughout the life of the contract.

Programmatic monitoring is performed by you, the contract manager, as governed by Florida Statute and Department of Health policy.

Slide 7– Module 5: Programmatic Monitoring - Purpose




DOH Required Training

PROGRAMMATIC MONITORING - PURPOSE

- Evaluate program performance
- Ensure accountability of funds
- Ensure compliance with law
- Suggest corrective action

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Several purposes of programmatic monitoring are:

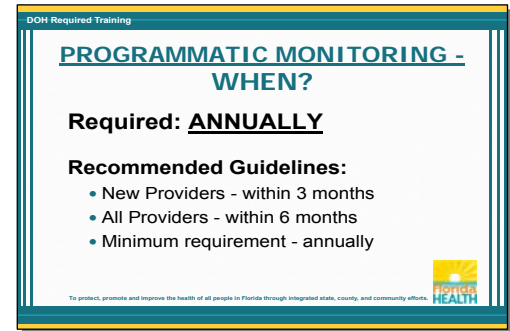
- Evaluate program performance
- Ensure accountability of funds
- Ensure compliance with the law
- Suggest corrective action, as applicable

Slide 8 – Module 5: Programmatic Monitoring – When?

Programmatic Monitoring is required annually. Communication with the provider is key to ensuring that the contract is performed within all of the terms and conditions written in the contract.

Therefore, the Office of Contracts recommends the following guidelines:

- For new providers with your program, they should be monitored within the first three months of the contract being executed.
- All providers should be monitored at least within six months of the contract being executed.
- However, at a minimum, programmatic monitoring must take place at least annually



DOH Required Training


PROGRAMMATIC MONITORING - WHEN?

Required: ANNUALLY

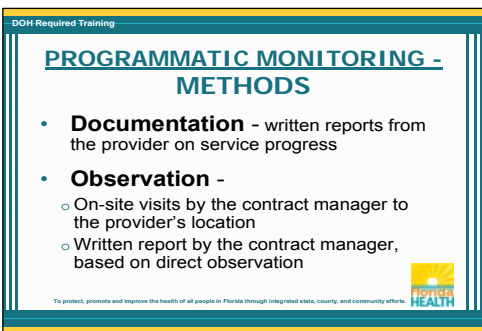
Recommended Guidelines:

- New Providers - within 3 months
- All Providers - within 6 months
- Minimum requirement - annually

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Slide 9 – Module 5: Programmatic Monitoring - Method




DOH Required Training

PROGRAMMATIC MONITORING - METHODS

- **Documentation** - written reports from the provider on service progress
- **Observation** -
 - On-site visits by the contract manager to the provider's location
 - Written report by the contract manager, based on direct observation

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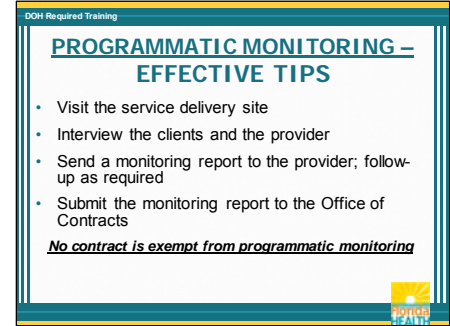
There are two main methods that the contract manager will use to perform programmatic monitoring. The first method is by documentation, provided through written reports from the provider on service progress.

The second method is by observation, provided through on-site visits by the contract manager to the provider's location. The contract manager will then write up reports based on the direct observation.

Slide 10 – Module 5: Programmatic Monitoring – Effective Tips

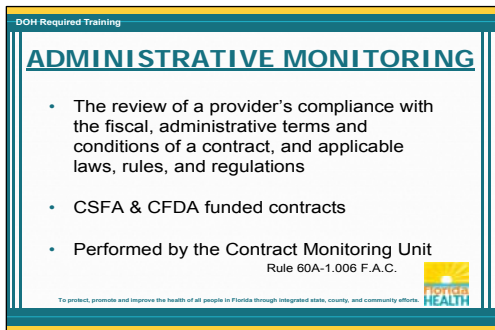
Some general tips for effective programmatic monitoring include:

- Visit the service delivery site
- Interview the clients, as applicable, as well as the provider
- Send a monitoring report as soon as possible to the provider, noting any corrective action plans
- Follow-up with the provider, if corrective actions are required
- Upon completion of your programmatic monitoring, notify the Office of Contracts, in order for the SharePoint Contract Information file to be updated; for contract managers at CHDs, notify your contract administrator



Remember, no contract is exempt from programmatic monitoring.

Slide 11 – Module 5: Administrative Monitoring



Administrative monitoring is the review of a provider's compliance with the fiscal, administrative terms and conditions of a contract, and applicable laws, rules, and regulations specific to the contract.

It is primarily performed on CSFA and CFDA funded contracts.

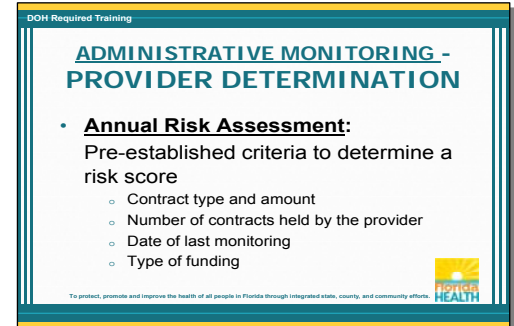
Administrative monitoring is performed by the Contract Monitoring Unit, in conjunction with the contract manager.

Slide 12 – Module 5: Provider Determination

In these next few slides, we will look at the process used for provider determination by the Contract Monitoring Unit. The process usually begins with an annual risk assessment. A risk assessment provides a systematic method to determine a risk score for each contract provider, by using pre-established criteria.

The following information is considered in determining a risk score:

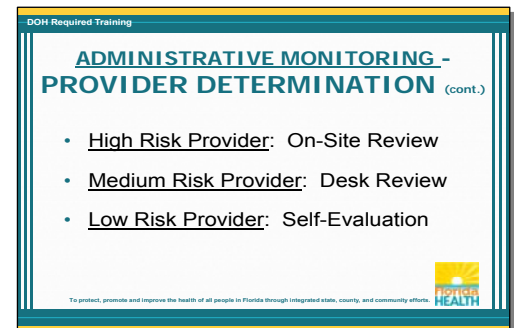
- Contract type and amount
- Number of contracts held by the provider
- Date of the last administrative monitoring
- Type of funding, assistance or advance payment



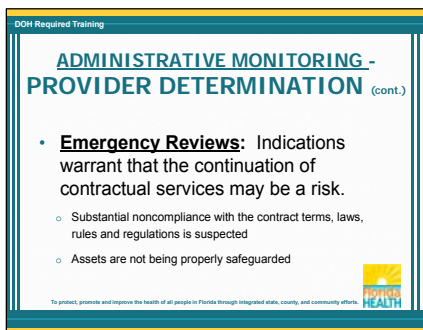
Slide 13 – Module 5: Provider Determination

After the risk assessment is completed, one of the following review methods will occur:

- High risk provider: an on-site review takes place
- Medium risk provider: a desk review takes place
- Low risk provider: a self-evaluation is sent to the provider for completion



Slide 14 – Module 5: Provider Determination



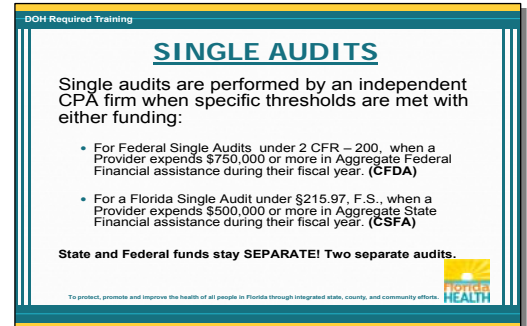
Another basis used for provider determination for administrative monitoring is by way of emergency reviews. This is usually initiated from a recommendation from the Contract Monitoring Unit or from the contract manager. An emergency review may be warranted when allegations are made or when other evidence is presented, which indicates that the continuation of contractual services is a risk to the Department.

For example, when substantial noncompliance with the contract terms, laws, rules and regulations is suspected, or when assets are not being properly safeguarded, the provider may be selected for monitoring by the Contract Monitoring Unit.

Slide 15 – Module 5: Single Audits

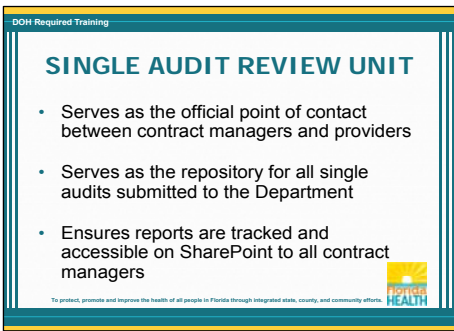
Single audits are performed by an independent CPA firm when specific thresholds are met with either of the following funding:

- For Federal Single Audits, when a provider expends \$750,000 or more, in aggregate federal financial assistance during their fiscal year
- For a Florida Single Audit, when a provider expends \$500,000 or more, in aggregate state financial assistance during their fiscal year



State and federal funds stay separate from each other. Therefore, if a contract has both sources of funding, and they both expend over the threshold, then two separate audits from the provider will be required.

Slide 16 – Module 5: Single Audit Review Unit



The Single Audit Review Unit serves as the official point of contact between contract managers and providers, as it relates to federal and state single audit requirements.

This unit also serves as the repository for all single audits submitted to the Department, and ensures reports are tracked and accessible on SharePoint to all contract managers.

Slide 17 – Module 5: Contract Manager’s Role



It is critical that the contract manager comply with all directions received from the Contract Monitoring Unit and the Single Audit Review Unit. You are also responsible for ensuring audit requirements for the contract amount.

Should the contract include either federal or state financial assistance (CFDA or CSFA funds), then the Financial Compliance Audit Attachment will be included as a part of the contract. This attachment informs the provider of all audit responsibilities as it relates to the total fund expenditures and audit requirements.

Slide 18 – Module 5: Contact Information



DOH Required Training

Contact Information

Contract Monitoring Unit
(Office of Contracts) –
850-245-4005

Single Audit Review Unit
(Bureau of Finance & Accounting) –
850-245-4783

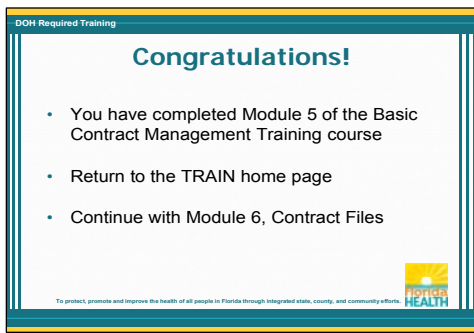
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Should you need additional assistance with administrative monitoring, contact the Contract Monitoring Unit.

Should you need additional assistance with single audits, contact the Single Audit Review Unit.

Slide 19 – Module 5: Congratulations!




DOH Required Training

Congratulations!

- You have completed Module 5 of the Basic Contract Management Training course
- Return to the TRAIN home page
- Continue with Module 6, Contract Files

To protect, promote and improve the health of all people in Florida through integrated state, county, and community efforts.



Congratulations! You have completed Module 5, “Contract Monitoring and Single Audits,” of the “Basic Contract Management Training” on-line course and should have of a better understanding of contract monitoring and single audits.

Return to the TRAIN Florida home page and select “My Learning,” then the “Current Courses” button.

To the right of the course title, select the “M” button, then select the “M” button next to Module 5. Click the “Completed” button.

Return to the “My Learning” section to review and complete Module 6, “Contract Files.”

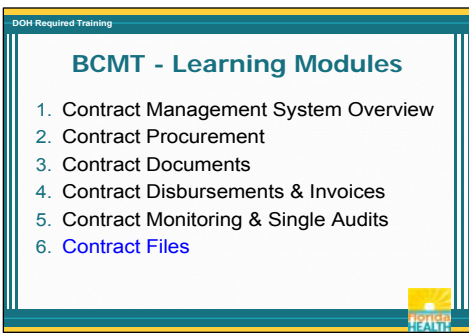
Module 6 – Contract Files

Slide 1 – Module 6: Contract Files



Welcome to Module 6 of the FDOH Basic Contract Management Training, a course for new contract managers, presented by the Office of Contracts.

Slide 2 – Module 6: BCMT- Learning Modules

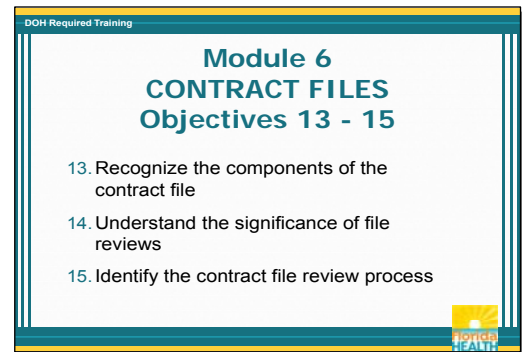


Module 6, “Contract Files,” is the sixth of six modules in the Basic Contract Management Training course.

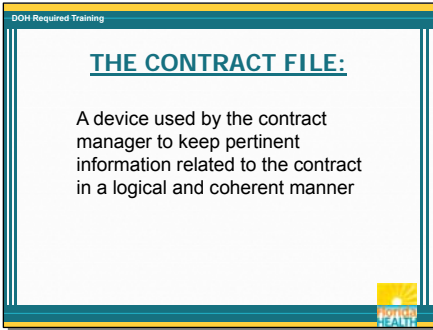
Slide 3 – Module 6: Contract Files – Objectives 13 - 15

We will cover objectives thirteen through fifteen. After completing this module, participants will:

- Recognize the components of the contract file
- Understand the significance of file reviews
- Identify the contract file review process



Slide 4 – Module 6: The Contract File



THE CONTRACT FILE:

A device used by the contract manager to keep pertinent information related to the contract in a logical and coherent manner

The contract file is a device used by the contract manager to keep pertinent information related to the contract in a logical and coherent manner.

Slide 5 – Module 6: Contract File: 2 Components



CONTRACT FILE: 2 Components

Procurement File

Contract Document File

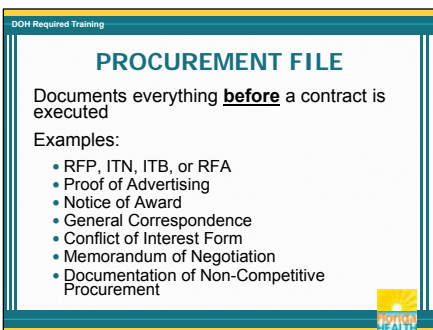
Must be maintained for six years following close-out

For each contract, the contract manager will prepare a contract file consisting of two components: a procurement file and a contract document file.

The contract manager's file is the official file of record for our agency. These files must be maintained for a period of six years following contract closeout or resolution of pending action, whichever is later.

Contract file reviews are to be conducted on a routine basis by either the Office of Contracts or a County Health Department contract administrator, and the contract manager's supervisor, in order to ensure necessary documentation is being properly maintained.

Slide 6 – Module 6: Procurement File



PROCUREMENT FILE

Documents everything **before** a contract is executed

Examples:

- RFP, ITN, ITB, or RFA
- Proof of Advertising
- Notice of Award
- General Correspondence
- Conflict of Interest Form
- Memorandum of Negotiation
- Documentation of Non-Competitive Procurement

The procurement section of the contract file contains all documentation regarding the contract before execution, regardless of the procurement method. Documents required to be included in the procurement file depend on several factors, such as the procurement method, the provider type, the type of services being provided, and the nature of the funding.

Some examples of the types of documents that may be found in this file are noted in this slide. Again, all documentation regarding any actions relating to the contract prior to execution must be maintained in the procurement file.

Slide 7– Module 6: Contract Document File

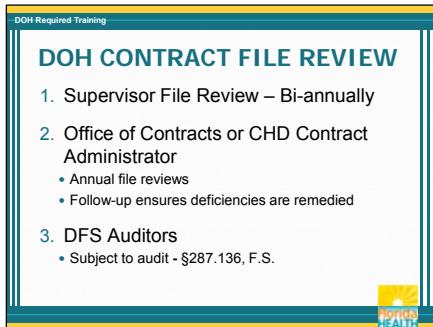
On the other hand, the contract document section documents all actions that occur after a contract is executed until contract closeout. Some of the items maintained in the contract file might include, but are not limited to:

- Original signed contract documents, programmatic monitoring reports, correspondence, invoices and supporting documents, copies of subcontracts, and supervisor attestations
- Correspondence may include items such as copies of routine reports, and notices to proceed, to stop work, or to correct deficiencies

Supporting documents for invoices may include copies of receipts, audits, and letters detailing contract deductions or fee adjustments.



Slide 8 – Module 6: DOH Contract File Review



Since the contract manager's file is the file of record, bi-annual reviews of these files are conducted by the contract manager's supervisor. A critical function of the Office of Contracts and of the County Health Department's contract administrator is to guarantee that contract files are maintained properly. These reviews ensure that contract files are complete, current, and in compliance with state and federal laws.

Results of annual file reviews are compiled and documented in a report, which the contract manager must maintain in the contract file. If there are any deficiencies, the administrator will follow-up in order to remedy the situation and bring the contract file back into compliance. All contracts are subject to DFS audits. The Inspector General or Auditor General may also request to review contract files.

Slide 9 – Module 6: DOH Annual File Review – Checklist



DOH Required Training

DOH Annual File Review – CHECKLIST

Checklist Review:

- Contract Requirements
- Procurement Section Documents
 - Non-Competitive
 - Competitive
- Contract Section Documents
- Invoices & Payments
- Monitoring

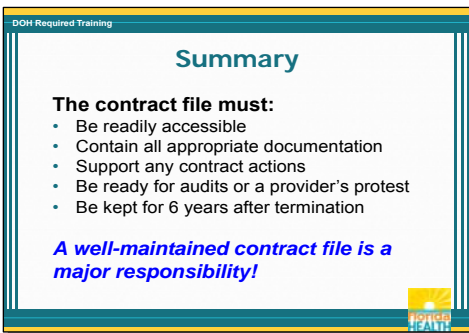
Form on CA Website



This slide lists the basic requirements of documents to be included in the contract file. Depending on the nature of the contract, some items in the list may or may not be applicable.

The contract manager may also include other information that is pertinent to the contract and the services procured. You may find it helpful referring to this list as you set up your contract file. The official file review checklist is located on the website of Contract Administration.

Slide 10 – Module 6: Summary




DOH Required Training

Summary

The contract file must:

- Be readily accessible
- Contain all appropriate documentation
- Support any contract actions
- Be ready for audits or a provider's protest
- Be kept for 6 years after termination

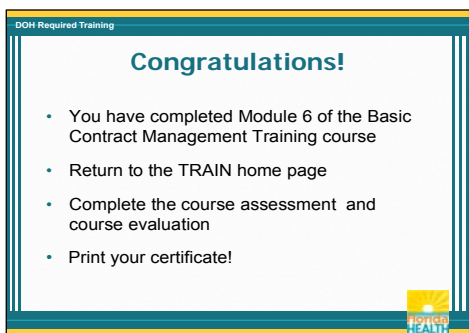
A well-maintained contract file is a major responsibility!



In summary, it is the responsibility of the contract manager to maintain the contract file. In doing so, the contract file needs to be readily accessible, contain all appropriate documentation, and support any contract action. The file is also to be ready for audits or protests, and be kept for 6 years after termination, and even longer if an audit or legal action has been initiated, but not yet resolved at the end of six years.

Above all, maintaining the contract file is a major responsibility, and should not be taken lightly.


Slide 11 – Module 6: Congratulations!



DOH Required Training

Congratulations!

- You have completed Module 6 of the Basic Contract Management Training course
- Return to the TRAIN home page
- Complete the course assessment and course evaluation
- Print your certificate!



Congratulations! You have completed Module 6, “Contract Files,” of the “Basic Contract Management Training” on-line course and should have of a better understanding of contract files.

Return to the TRAIN Florida home page and select “My Learning,” then the “Current Courses” button.

To the right of the course title, select the “M” button, then select the “M” button next to Module 6. Click the “Completed” button. Follow subsequent prompts to complete the post-assessment and course evaluation.

You must complete all modules, the course assessment, and the course evaluation to get credit on your “TRAIN Transcript” for the “FDOH Basic Contract Management Training” on-line course.

Upon completion, print your certification.