
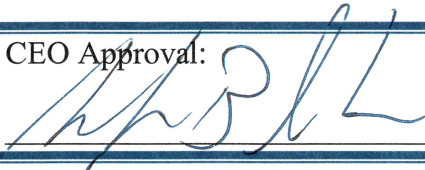



Policy Title: Subcontractor Dispute Resolution		
Date Issued: 02/07/2012	Revised Date: 01/03/2018 Review Date: 01/03/2018	
CEO Approval: 	Effective Date: 	

**POLICY:**

It is the policy of Central Florida Cares Health System, Inc. (CFCHS) to handle Subcontractors disputes with CFCHS competently, expeditiously, and equitably for both parties.

**RELATED POLICIES:**

- Accounting Policies and Procedures Manual
- Funding Allocation and Reductions
- Subcontractor Compliance and Performance Improvement

**REFERENCES:**

- GHME1 Standard Contract
- GHME1 Attachment I
- Subcontractor Contracts with CFCHS

**PURPOSE:**

This policy provides guidelines regarding the CFCHS dispute resolution mechanisms available to Subcontractors.

**PROCEDURE:**

1. Subcontractors may dispute issues involving:
  - a. Subcontract awards;
  - b. Funding allocation;
  - c. Denial of payment;
  - d. Assignment of financial penalties or corrective actions;
  - e. Interpretation of the subcontract; or
  - f. Other CFCHS' actions, which have a negative impact on the Subcontractor.
  
2. Dispute Resolution procedures are outlined in all related policies and references noted above. Dispute resolution shall be sought from the following parties in the order indicated.
  - a. Contract Manager
  - b. CFCHS' Chief Executive Officer (CEO)
  - c. Executive Committee of the CFCHS Board of Directors
  - d. Mediation
  
3. Process for Dispute Resolution.
  - a. Any dispute concerning performance or payment shall be decided by the CFCHS Contract Manager, who shall put the decision in writing and provide a copy to the Subcontractor.

- b. The decision shall be final and conclusive unless within twenty-one (21) calendar days from the date of receipt of the Contract Manager's decision, the Subcontractor delivers to the Contract Manager an appeal. Appeals shall be in writing on paper and physically sent to CFCHS' Contract Manager, by U.S. Postal Service or any other delivery service that provides verification of delivery or by hand delivery.
- c. Upon receipt of the written request for appeal, CFCHS' Contract Manager along with any other pertinent CFCHS staff and the Subcontractor shall attempt to amicably resolve the dispute through face-to-face negotiations.
- d. If the representatives are unable to reach a mutually satisfactory resolution, either representative may request referral of the issue to CFCHS' CEO.
- e. If CFCHS' CEO and Subcontractor are unable to reach a mutually satisfactory resolution, either representative may request referral of the issue to the Executive Committee of the CFCHS Board of Directors.
- f. When the Executive Committee action fails to resolve the dispute, CFCHS and Subcontractor agree to seek independent mediation and to accept and abide by the findings of the mediator as the final recourse. Both parties shall share the cost of the dispute resolution process equally although personal attorneys and witnesses or specialists are the direct responsibility of each party and their fees and expenses shall be the responsibility of the individual parties.
- g. Timely delivery of an appeal and completion of the negotiation process shall be a condition precedent to any legal action by the Subcontractor concerning the contract with CFCHS.