
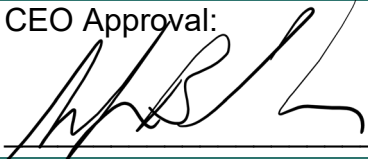


Policy Title: Subcontractor Dispute Resolution		
Department: Contracts		
Date Issued: 02/07/2012	Revised Date: 08/13/2025 Review Date: 08/21/2025	
CEO Approval: 	Effective Date: 08/24/2025	

POLICY:

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

RELATED POLICIES:

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

REFERENCES:

- Standard Contract between CFC and the Florida Department of Children and Families (Department)
- Attachment I of the contract between CFC and the Department
- Subcontractor Contracts with CFC

PURPOSE:

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

PROCEDURES:

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
 - f. Other CFC actions that have a negative impact on the Subcontractor
2. Subcontractors may not dispute a termination of contract.
3. 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. CFC's CEO
 - c. Executive Committee of the CFC Board of Directors

4. Process for Dispute Resolution.

- a. Any dispute concerning performance or payment shall be decided by the CFC Contract Manager, who shall put the decision in writing and provide a copy to the Subcontractor.
 - i. Any dispute concerning expenditures may result in denial of payment as per Provider Subcontract "Subcontractor shall provide deliverables, including reports and data as specified in the included Attachments and Exhibits, in accordance with the stated standard terms and conditions of the contract. The failure to comply is considered a breach of contract as specified in the Master Contract and could result in denial of payment until acceptable deliverables are received."
- 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 and Contracts Director an appeal. Appeals shall be in writing sent to the CFC Contract Manager and Contracts Director, by a method that provides delivery verification and a written response acknowledging receipt from CFC.
- c. Upon receipt of the written request for appeal, the CFC Contract Manager along with any other pertinent CFC employees 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 the Managing Entity's Chief Executive Officer (CEO).
- e. If the Managing Entity's 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 CFC Board of Directors for final resolution.