

First 5 Commission of San Diego
Contractor Requirements for Subcontracting Checklist Guide
FY 2014-15

This checklist summarizes all requirements for Contractors using Subcontractors (including consultants) to provide services listed in the approved Statement of Work. The Commission ProForma articles/sections are listed for easy reference by Commission Contractors (Prime).

Subcontractor Agreement:	
	Term date (includes effective date) does not extend beyond Prime Contractor's term date per Section 1.4.1
	Includes a notification of the relationship between the Prime Contractor and Commission per Section 1.4.
	Standard Terms and Conditions are included per Section 1.4.2 (Articles 3, 7, 8, 9, 10, 11, 12, 13, and 16). Key sections to note: <ul style="list-style-type: none"> <input type="checkbox"/> Debarment and Suspension: Section 8.15 <ul style="list-style-type: none"> <input type="checkbox"/> Dept. of Health & Human Services Office of Inspector General (OIG) List of Excluded Individuals and Entities: http://exclusions.oig.hhs.gov/ <input type="checkbox"/> General Services Administration (GSA) Excluded Parties Listing System: http://sam.gov/ <input type="checkbox"/> CA Dept. of Health Care Services List of Suspended or Ineligible Providers: http://www.medical.ca.gov/ (Click on "References" tab, then the "Suspended & Ineligible List" link). <input type="checkbox"/> Audit and Inspection of Records: Article 11, Section 11.5 <input type="checkbox"/> Confidentiality: Section 13.3 <input type="checkbox"/> Insurance Requirements: Exhibit B, Paragraph 12
If the annual subcontract amount is >\$50,000 or > 25% of the fiscal year total of the Prime Contract:	
	Written approval obtained from the COR per Sections 1.4 and 16.1.
	Copy of the final subcontract agreement sent to COR within 30 days after the effective date of the subcontract per Section 1.4.
Monitoring Subcontractors	
	Section 1.4.1 –Contractor Responsibility reviewed.
	Mechanisms in place for monitoring subcontractors.
	To ensure proper monitoring of your subcontractor, review and follow up on the following: <ul style="list-style-type: none"> <input type="checkbox"/> Frequency of monitoring is sufficient; <input type="checkbox"/> Invoices are received and paid timely; <input type="checkbox"/> Depth and quality of monitoring (invoice reviews, program reviews, etc.) is appropriate; <input type="checkbox"/> Documentation of the monitoring activities; <input type="checkbox"/> Copy of contract given to subcontractor; and <input type="checkbox"/> Follow up process and documentation of any resolution of non-compliance (if applicable).
	To ensure the subcontractor(s) is performing according to the Terms and Conditions, review the following (including but not limited to): <ul style="list-style-type: none"> <input type="checkbox"/> Fiscal records; <input type="checkbox"/> Personnel Files; <input type="checkbox"/> Case files (if applicable); <input type="checkbox"/> Policies and Procedures; and <input type="checkbox"/> Meeting notes.
	Copy of amended or updated subcontract agreement (if applicable) sent to COR.

1.4 Contractor's Agents and Employees or Subcontractors. Contractor shall obtain, at Contractor's expense, all agents, employees and subcontractors required for Contractor to perform its duties under this Agreement and all such services shall be performed by Contractor's Representative, or under Contractor's Representatives' supervision, by persons authorized by law to perform such services. Retention by Contractor of any agent, employee or subcontractor shall be at Contractor's sole cost and expense, and Commission shall have no obligation to pay Contractor's agents, employees or subcontractors; to support any such person's or entity's claim against the Contractor; or to defend Contractor against any such claim.

Any subcontract, or consultant agreement, which is in excess of fifty thousand dollars (\$50,000) or twenty five percent (25%) of the value of the contract, whichever is less, or a combination of subcontracts or consultant agreements to the same individual or firm for the Agreement period, COR or any subcontract or consultant agreement for professional medical or mental health services, regardless of value, must have prior concurrence of the Contracting Officer's Representative ("COR"). Contractor shall provide the COR with copies of all other subcontracts relating to this Agreement entered into by Contractor within 30 days after the effective date of the subcontract. Such subcontractors of Contractor shall be notified of Contractor's relationship to Commission. "Subcontractor" means any person or entity, other than Commission, that furnishes to Contractor services or supplies relevant to this Agreement other than standard commercial supplies, office space, and printing services.

1.4.1 Contractor Responsibility. In the event any subcontractor is utilized by Contractor for any portion of the project, Contractor retains the prime responsibility for carrying out all the terms of this Agreement, including the responsibility for performance and insuring the availability and retention of records of subcontractors in accordance with this Agreement. No subcontract utilizing funds from this Agreement shall be entered into which has a term extending beyond the ending date of this Agreement.

1.4.2 Mandated Clause. All subcontracts shall include Articles 3, 7, 8, 9, 10, 11, 12, 13, and 16 herein.

8.15 Debarment And Suspension. Contractor certifies that it, its principals, its employees and its subcontractors:

8.15.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;

8.15.2 Have not within a 3-year period preceding this Agreement been convicted of or had a civil or administrative judgment rendered against them for the commission of fraud or a criminal offense or civil action in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, physical, financial or sexual abuse or misconduct with a patient or client, or medical negligence or malpractice;

8.15.3 Are not presently indicted or otherwise criminally, civilly, or administratively charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and

8.15.4 Have not within a 3-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

11.5 Subcontract. The Contractor shall insert a clause containing all the provisions of this Article 11 in all subcontracts hereunder, altered as necessary for proper identification of the Contracting parties and the Contracting officer under the Commission's prime Agreement.

13.3 Confidentiality. Commission and Contractor agree to maintain the confidentiality of and take industry appropriate and legally required measures to prevent the unlawful disclosure of any information that is legally required to be kept confidential....etc...

16.1 Assignment and Subcontracting. Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of Commission, Commission's consent shall not be unreasonably withheld. The Contractor shall make no agreement with any party for furnishing any of the work or services herein contained without the prior written consent of the COR, pursuant to Paragraph 1.4.

Paragraph 12 of Exhibit B (Insurance Requirements)

Subcontractors' Insurance

Contractor shall require that any and all Subcontractors hired by Contractor are insured in accordance with this Contract. If any Subcontractors coverage does not comply with the foregoing provisions, Contractor shall defend and indemnify the Commission or County from any damage, loss, cost or expense, including attorney fees, incurred by Commission or County as a result of Subcontractor(s)'s failure to maintain required coverage.