

First 5 Commission of San Diego
Contractor Requirements for Subcontracting (MOUs ONLY) Checklist
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 MOU 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 IX (Contractor Responsibility).
	Includes a notification of the relationship between the Prime Contractor and Commission per Section IX (Subcontractor Oversight).
	All Standard Terms and Conditions are included per Section IX (Mandated Clause). <ul style="list-style-type: none"> <input type="checkbox"/> Debarment and Suspension links: <ul style="list-style-type: none"> o Dept. of Health & Human Services Office of Inspector General (OIG) List of Excluded Individuals and Entities: http://exclusions.oig.hhs.gov/ o General Services Administration (GSA) Excluded Parties Listing System: http://sam.gov/ o CA Dept. of Health Care Services List of Suspended or Ineligible Providers: http://www.medi-cal.ca.gov/ (Click on "References" tab, then the "Suspended & Ineligible List" link).
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 Section IX (Mandated Clause).
	Copy of the final subcontract agreement sent to COR within 30 days after the effective date of the subcontract per Section IX (Staffing Requirements)
Monitoring Subcontractors	
	Section IX – 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.

MOU Articles Referencing Subcontractors

IX. STAFFING REQUIREMENTS

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 a combination of subcontract to the same individual or firm for the period which is in excess of fifty thousand dollars (\$50,000) or twenty five percent (25%) of the value of the Agreement per fiscal year total, whichever is less must have prior written concurrence of the Contracting Officer's Representative ("COR"). Contractor shall provide the COR with copies of all other subcontracts relating to this 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 with the Commission other than standard commercial supplies, office space, and printing services.

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.

Mandated Clause. All subcontracts shall include the Standard Terms and Conditions required of Contractor herein.

Contractor shall be responsible for ensuring that staff meets the requirements of federal, State, and County regulations related to licensure, training, and staff qualifications for providing services. Contractor shall also maintain documentation of staff qualifications at the program site.

X. SUBCONTRACTOR OVERSIGHT

Contractor shall provide oversight of all contract-related activities and shall be responsible for ensuring that subcontractor complies with all requirements of the Statement of Work. Contractor shall have adequate internal controls and procedures in place to monitor their subcontractors. Contractor retains the prime responsibility of carrying out all the terms of this Agreement.