

NSP Subcontract Monitoring Tool

Provider Name: _____
 Contract Number: _____

Name of Reviewer: _____
 Site Visit Date: _____

Requirements	Master Contract Reference	Source	1	2	3	4	5
			Fully Met?	Fully Met?	Fully Met?	Fully Met?	Fully Met?
Subcontractor Name:							
Subcontract Number:							
Subcontract Document - Standard Contract Requirements							
The subcontract is a written document?	287.058(1), F.S. 2018 4.3.3.2.	D					
NOTE THIS IS NOT REQUIRED, SHOULD ONLY Y OR X. If the subcontract references the Department's contract with the provider as part of the subcontract AND if the DCF contract is actually provided to the subcontractor, then consider the following provisions are present in the subcontract and mark this question Yes. Mark the following questions in this section N/A. If the subcontract does not reference the Department's contract with the provider as part of the subcontract, OR if the Department contract is not provided to the subcontractor, mark this question N/A. Respond to other questions individually.		D, I					
Does the subcontract language communicate that the subcontractor may not represent to others that it is an agent of the Department and has no authority to bind the Department by virtue of the subcontract, unless this is permitted in writing?	2018 4.3.1.	D					
Does the subcontract language communicate that the subcontractor is an independent contractor and may not be considered or permitted to be an officer, employee, or agent of the State of Florida.	2018 4.3.3.1.	D					
Does the subcontract language communicate that the Department shall not be liable in any way or for any reason related to the contract?	2018 4.3.3.2.	D					
Does the subcontract require that the subcontractor may not offer to give or give any gift to any Department employee, and that this provision shall survive the contract for a period of two years? That violation will result in referral to DMS for potential inclusion on the suspended vendors list?	2018 4.12.	D					
Does the subcontract require that bills for fees or other compensation for services or expenses are submitted in sufficient detail for a proper pre-audit and post-audit?	287.058(1)(a) 2018 3.3.1.	D					
If itemized payment for travel expenses is permitted in the subcontract, does it require that the provider submit bills for travel expenses in accordance with section 112.061, F.S.? Lower rates may be permitted by the contract. If higher rates are permitted, they must be funded by non DCF dollars. Possible exception for sheriff's offices.	287.058(1)(b) F.S. 2018 3.3.1.	D					
Does the subcontract include requirements for allowing public access to all documents, papers, letters, or other public records as defined in subsection 119.011(11), F.S., made or received by the subcontractor in conjunction with this contract (except public records which are made confidential by law must be protected from disclosure).	2018 5.6	D					
Does the subcontract require that the provider shall not use or disclose, but must protect and maintain confidentiality of any client information or any other information made confidential by law or regulation.	2018 9.4.						
Does the subcontract specify a scope of work that clearly establishes all tasks the contractor is required to perform?	287.058(1)(d)	D					

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Does the subcontract include requirements to provide units of deliverables that must be received and accepted by the contract manager in writing prior to payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and criteria for evaluating the successful completion of each deliverable.	287.058(1)(e)	D					
Does the subcontract specify the criteria and the final date by which such criteria must be met for completion of the contract?	287.058(1)(f)	D					
Does the subcontract specify the financial consequences that the agency must apply if the contractor fails to perform in accordance with the contract?	287.017(1)(h), F.S.	D					
Does the subcontract include a records retention requirement that specifies retention of all records for a period of six years after completion of the contract or longer when required by law?	2018 5.1.2.	D					
Does the subcontract require that if an audit is performed, records shall be retained a minimum of six years after the audit report is issued, or until the resolution of any audit findings or litigation based on the terms of the contract?	2018 5.1.2.	D					
Does the subcontract contain language that subcontract records are subject at all reasonable times to inspection, review, copying or audit by all persons duly authorized by the Department?	2018 5.2.	D					
Does the subcontract language allow that subcontractor employees and clients may be interviewed by personnel duly authorized by the Department?	2018 5.2.	D					
Does the subcontract language require subcontractors permit access to facilities, goods and services by persons duly authorized by the Department?	2018 5.2.	D					
If clients are served, does the subcontract include requirements for incident reporting that are not in conflict with CFOP 215-6? This is N/A for Refugee, Domestic Violence, Homeless, Child Care, State MH Treatment Facilities.	2018 9.1.	D					
Does the contract require that all subcontractor employees required to be screened under Florida Law (including 110.1127, F.S.) are of good moral character and meet Level 2 screening standards?	2018 4.14.	D					
Subcontract Document - HIPAA Requirements							
If the DCF contract includes HIPAA requirements (see 5.4.), does the subcontract document contain the DCF HIPAA attachment or otherwise pass through HIPAA requirements? N/A if no PHI.	2018 5.4. and HIPAA agreement	D					
Info Security Subcontract Questions							
Does the provider require all subcontractor employees with access to Department information to complete the latest Department security awareness training?	2018 5.5.2	D					
Does the provider require all subcontractor employees with access to Department information to receive a copy of CFOP 50-2, to comply with it, and to sign the DCF security agreement form CF-114 annually?	2018 5.5.3	D					

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Does the provider make the following requirement of all subcontractors? N/A if contract is updated. <i>"The [subcontractor] shall make every effort to protect and avoid unauthorized release of any personal or confidential information by ensuring both data and storage devices are encrypted as prescribed in DCF CFOP 50-2. If encryption of these devices is not possible, then the [subcontractor] shall assure that unencrypted personal and confidential DCF data will not be stored on unencrypted storage devices."</i>	2018 5.5.4	D					
Does the provider require that subcontractors notify the provider of any breach or potential breach of personal and confidential Departmental data, and is there a timeframe required so that the provider may in turn notify the Department within the 5 working day requirement in the DCF contract with the provider?	2018 5.5.5	D					
Does the provider require that subcontractors notify affected parties of any breach or potential breach of personal and confidential Departmental data within the 30-day requirement in the DCF contract with the provider?	2018 5.5.6	D					
Does the provider require that subcontractors offer measures deemed appropriate by DCF to mitigate or avoid injury to any person as a result of the breach at no cost to DCF?	2018 5.5.6	D					

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Subcontractor Name:																												
Subcontract Number:																												
Subcontract Document - Whistleblower's Act & Mandatory Reporting																												
Did the subcontract include requirement that the subcontractor may not retaliate against an employee for reporting violations of law, rule, or regulation that create substantial and specific danger to the public's health, safety, or welfare to the appropriate agency?		2018 7.16.	D																									
Did the subcontract include requirements for the subcontractor to inform its employees that they may file a complaint with the Office of Chief Inspector General, Agency Inspector General, the Florida Commission on Human Relations, or the Whistle-Blower's Hotline?		2018 7.16.	D																									
Does the subcontract include requirements for mandatory reporting, requiring that subcontractor employees providing services under this contract are informed of requirement to report, that health and safety issues are reported to provider's contract manager, that other required incidents in CFOP 180-4 are reported to DCF IG?		2018 4.13.	D																									
Support to the Deaf and Hard-of-Hearing Subcontract Questions																												
If the subcontract provides direct client services, the provider has contractually required that subcontractors comply with Section 504 of the Rehabilitation Act of 1973, the ADA, and CFOP 60-10 Chapter 4.		2018 9.3.	D																									
If the subcontract provides direct client services, the provider has contractually required that subcontractor direct service employees complete training for <u>Serving Customers who are Deaf or Hard of Hearing</u> and sign the Attestation of Understanding.		2018 9.3.8.																										
Subcontract Document - Intellectual Property																												
The subcontract specifies that all intellectual property, inventions, written or electronically created copyrightable materials arising from the performance of the contract are works of hire for the benefit of the Department, paid for in full by the contract amount, and the subcontractor may not claim any interest in the intellectual property rights. OR, if the subcontractor is a member of the State University System of Florida, section 1004.23, F.S. shall apply.		2018 4.7.	D																									
If applicable, does the subcontract include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract. OR if the subcontractor is a member of the State University System of Florida, then section 1004.23, F.S. applies.		2018 4.7.	D																									

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Contract Administration and Management Requirements							
If the provider was required to obtain approval to subcontract from the Department, it did so prior to subcontract execution.	2018 4.3.3.1.	D					
If the subcontract contains \$25,000 in federal funds passed through the provider, a Signed Debarment and Suspension form or other assurance is on file for each subcontractor.	Executive Order 12549 2 CFR 180	D					
Did the provider give the subcontractor (subrecipient) the information typically found on the post award notice related to state or federal funding, including audit and accountability requirements and nature of funding sources, following any contract requirements or internal operating procedures for timeliness? NOTE FOR FEDERAL FUNDS, 2 CFR 200.331 superceded OMB A-133 in 12/2013 and requires the information be provided at the time of the award. The best information available at the time is to be shared.	2 CFR 200.331 215.97(7)(a), F.S.	D					
Did the provider give the subcontractor updated award notices as the contract was amended, following any contract requirements or internal operating procedures for timeliness?	2 CFR 200.331 215.97(7)(a), F.S.	D					
Did the provider provide the subcontractor with the audit requirement that if subrecipient expends \$750K or more in federal awards in the year, must have single audit as per 2 CFR 200.514	2 CFR 200.501	D					
Did the provider provide the subcontractor with audit requirement that if subrecipient expends \$750K (or other amount in contract) or more in state awards in the year, must have state single audit as per 215.97, F.S.	215.97, F.S.	D					
Did the provider provide the subcontractor with Florida state single audit requirement that a copy of the audit "package" meaning any audits, reports, management letters be sent to the provider upon completion? Note this deadline for DCF is 180 days post end fiscal year or 30 days after audit completion, but these timeframes could be different.	215.97, F.S.	D					
Did the provider also specify the Florida state single audit "package" be submitted to the Florida Auditor General upon completion?	215.97, F.S.	D					
Did the provider specify the federal audit "reporting package" and data collection form be submitted to the Federal clearinghouse?	2 CFR 200.331	D					
Performance Measures							
If the subcontractor is permitted to subcontract in turn, does the subcontract require that the substance of all the clauses applicable to the portion of the provider's performance being subcontracted be included in subsequent subcontracts at any tier? N/A if this subcontractor may not subcontract in turn.	2018 4.3.3.3.	D					