



Subcontract Monitoring Tool

1. Subcontract Monitoring Tool 01 (LSF Standard Contract, 4.6.5.2) Is the Subcontract a written document?
2. Subcontract Monitoring Tool 02 (LSF Standard Contract, 4.6.5.3.) Does the subcontract explicitly include the substance of all clauses contained in the LSFHS Standard Contract relevant to subcontractor compliance in all subcontractors? (Not required - mark only "Yes" or "N/A")
3. Subcontract Monitoring Tool 03 (LSF Standard Contract, 4.6.1) Does the subcontract language communicate that the subcontractor shall not represent to others that it is an agent of LSFHS or the Department and has no authority to bind LSFHS or the Department by virtue of the subcontract, unless specifically authorized in writing to do so in LSFHS' contract with the provider?
4. Subcontract Monitoring Tool 04 (LSF Standard Contract, 4.6.5.1.) Does the subcontract language communicate that the subcontractor is an independent contractor and will not be considered or permitted to be an officer, employee, or agent of LSFHS or the State of Florida?
5. Subcontract Monitoring Tool 05 (LSF Standard Contract, 4.6.5.2.) Does the NSP agree that the Managing Entity and the Department shall not be liable to the subcontractor in any way or for any reason relating to this contract?
6. Subcontract Monitoring Tool 06 (LSF Standard Contract, 4.14.) Does the subcontract require that the subcontractor will not offer to give or give any gift to any LSFHS or Department employee during the service performance period of this Contract and or two years thereafter, and that violation of this provision shall result in referral of the Network Service Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Network Service Provider's name on the suspended vendors list for an appropriate period?
7. Subcontract Monitoring Tool 07 (LSF Standard Contract, 3.3.2(a)) 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., or at such lower rates as may be provided in this contract?
8. Subcontract Monitoring Tool 08 (LSF Standard Contract, 3.3.2(a)) Does the subcontract require that bills for fees or other compensation for services or expenses be submitted in sufficient detail for a proper pre-audit and post-audit?
9. Subcontract Monitoring Tool 09 (LSF Standard Contract, 5.5.1) Does the subcontract include allowing unilateral cancellation by the agency for refusal by the contractor to allow 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)?
10. Subcontract Monitoring Tool 10 (LSF Standard Contract, 2.1; Exhibit B) Does the subcontract specify a scope of work that clearly establishes all tasks the contractor is required to perform?
11. Subcontract Monitoring Tool 11 (LSF Standard Contract, 2.3; Exhibit D) 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?



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12. Subcontract Monitoring Tool 12 (LSF Standard Contract, 2.3; Exhibit D) Are units of deliverables directly related to the scope of work?
13. Subcontract Monitoring Tool 13 (LSF Standard Contract, 2.4; Exhibit E) Do units of deliverables specify a performance measure?
14. Subcontract Monitoring Tool 14 (LSF Standard Contract, 2.4; Exhibit E) Do units of deliverables specify the required minimum acceptable level of service to be performed?
15. Subcontract Monitoring Tool 15 (LSF Standard Contract, 2.3.-2.4; Exhibit D-E) Do units of deliverables specify criteria for evaluating the successful completion of each deliverable?
16. Subcontract Monitoring Tool 16 (LSF Standard Contract, 2.3.; Exhibit D) Does the subcontract specify the criteria and the final date by which such criteria must be met for completion of the contract?
17. Subcontract Monitoring Tool 17 (LSF Standard Contract, 3.4.) Does the subcontract specify the financial consequences that the agency must apply if the contractor fails to perform in accordance with the contract?
18. Subcontract Monitoring Tool 18 (LSF Standard Contract, 5.1.2) 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?
19. Subcontract Monitoring Tool 19 (LSF Standard Contract, 5.1.2) 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?
20. Subcontract Monitoring Tool 20 (LSF Standard Contract, 5.1.3) Does the subcontract language allow that subcontract records are subject at all reasonable times to inspection, review, copying or audit by all persons duly authorized by LSFHS and/or the Department?
21. Subcontract Monitoring Tool 21 (LSF Standard Contract, 5.3-5.4) If services purchased through the contract involve exchange of protected health information and if the provider defines itself as subject to HIPAA, does the subcontract document include requirements for data security and/or confidentiality?
22. Subcontract Monitoring Tool 22 (LSF Standard Contract, 5.4.4) Does the NSP comply with the requirement to notify the Network Manager within 120 hours, following the determination of any potential or actual unauthorized disclosure or access to the Department's information systems or to any client or other confidential information?
23. Subcontract Monitoring Tool 23 (LSF Standard Contract, 4.2.4.1 and 4.3) Finance E-verify 42/43: If the subcontract includes federal funds, does the contract state no federal funds may be used by the subcontractor to influence legislation or appropriations at state or federal level?
24. Subcontract Monitoring Tool 24 (LSF Standard Contract, 4.2.4.) Certification Regarding Lobbying: If the subcontract contains federal funds over \$100,000, prior to contract execution, is the subcontractor required to complete Certification Regarding Lobbying form, and that if necessary, subcontractor will complete Disclosure of Lobbying Activities forms, and that all forms or documents required by the



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Certification Regarding Lobbying Form are provided to provider contract manager prior to contract execution?

25. Subcontract Monitoring Tool 25 (LSF Standard Contract, 8.1.4) Finance E-verify 42/43: If the subcontract contains federal funds and provides services to children up to age 18, does the subcontract require compliance with the Pro-Children Act of 1994 (20 U.S.C. 6081)?

26. Subcontract Monitoring Tool 26 (LSF Standard Contract, 7.14) Whistleblower's Act: 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?

27. Subcontract Monitoring Tool 27 (LSF Standard Contract, 7.14) Whistleblower's Act: Did the subcontract include requirements for the subcontractor to inform its employees of the Whistleblower's Act including rights and remedies?

28. Subcontract Monitoring Tool 28 (LSF Standard Contract, 4.10.1) Intellectual Property: Does the subcontract specify 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 LSFHS and the Department, paid for in full by the contract amount, and the subcontractor may not claim any interest in the intellectual property rights?

29. Subcontract Monitoring Tool 29 (LSF Standard Contract, 4.15.) Does the subcontract require that subcontractor employees providing services under this contract are informed of requirements for mandatory reporting?

30. Subcontract Monitoring Tool 30 (LSF Standard Contract, 4.14.1 - 4.14.3.) "Does the subcontract require compliance with the provisions of CFOP 180-4 with respect to reporting requirements to the Office of the Inspector General?"

31. Subcontract Monitoring Tool 31 (LSF Standard Contract, 4.1.1.1.) Does the subcontract include applicable laws, rules, ordinances, certifications, and licensing requirements, and the Department's Children and Families Operating Procedures (CFOP)?

32. Subcontract Monitoring Tool 32 (LSF Standard Contract, 4.1.1.2.) Does the subcontract include requirements to comply with the Department of Financial Services' (DFS) "Reference Guide for State Expenditures" and active DFS Comptroller or Chief Financial Officer Memoranda? If this Contract is funded by state financial assistance, those funds may only be used for allowable costs between the Effective Date and the End Date. Absent the Managing Entity's authorization, unused state financial assistance funds must be returned to the Managing Entity.

33. Subcontract Monitoring Tool 33 (LSF Standard Contract, 4.1.1.3.) Does the subcontract include requirements to comply with the support for individuals with a disability or with limited English proficiency. The Network Service Provider and its subcontractors shall comply with CFOP 60-16, located at: <https://www.myflfamilies.com/resources/policies-procedures/cfop-060-human-resources>, which includes completing the Civil Rights Compliance Checklist, (Form CF 946) within 30 days of the Effective Date and annually by the date specified in CFOP 60-16, thereafter?



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34. Subcontract Monitoring Tool 34 (LSF Standard Contract, 4.1.1.4.) Does the subcontract include requirements to comply with the Nutritional Programs and Activities funded through the Department's Office of Economic Self-Sufficiency, the Network Service Provider and its subcontractors shall also comply with USDA Food & Nutrition Service Instruction FNS-113-1 to ensure civil rights compliance and prohibit discrimination in nutrition programs and activities?

35. Subcontract Monitoring Tool 35 (LSF Standard Contract 4.1.1.5.) Does the subcontract include requirements that funds provided under this Contract for the purchase of or improvements to real property are contingent upon the Network Service Provider granting the State a security interest in the property at least to the amount of the State funds provided for at least five years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of funds for this purpose, if the Network Service Provider disposes of the property before the State's interest is vacated, the Network Service Provider shall refund the pro-rata share of the State's initial investment [(initial investment) x (length of time from purchase to disposal/the term of the security interest)]?

36. Subcontract Monitoring Tool 36 (LSF Standard Contract 4.1.1.6.) "Does the subcontract include requirements that if the Subcontractor has one or more Contracts for services with the Agency for Persons with Disabilities, or the Departments of Health, Elderly Affairs, or Veteran's Affairs, the Subcontractor shall provide the following by Notice on each of those Contracts:

- a. The name of the issuing state agency and the applicable office or program;
- b. Identifying name and number;
- c. Starting and ending date;
- d. Total dollar amount;
- e. Purpose and the types of services provided; and
- f. Name and contact information for the state agencies' Contract Manager."

37. Subcontract Monitoring Tool 37 (LSF Standard Contract 4.2.1.) Does the subcontract include requirements to complete an attestation (PUR 1808) as required by §908.111, F.S. and Rule 60A-1.020, F.A.C. A violation of the attestation by the Network Service Provider or subcontractor shall be grounds for termination with cause. Extensions, amendments, and renewals are subject to the requirements of §908.111, F.S.?

38. Subcontract Monitoring Tool 38 (LSF Standard Contract 4.2.2.) Foreign Countries of Concern Prohibition. Does the subcontract include requirements that if the Subcontract has access to an individual's Personal Identifying Information as defined in Rule 60A-1.020, F.A.C. and §501.171, F.S. they must complete an attestation (PUR 1355) as required by §287.138, F.S. and Rule 60A-1.020, F.A.C. A violation by the Network Service Provider or subcontractor shall be grounds for consequences as provided in §287.138, F.S. Extensions and renewals are subject to the requirements of §287.138, F.S.?

39. Subcontract Monitoring Tool 39 (LSF Standard Contract 4.6.5.1.) Did the Network Service Provider get prior written approval from the Managing Entity to subcontract for any of the work contemplated under this Contract?

40. Subcontract Monitoring Tool 40 (LSF Standard Contract 4.7.2.) Does the Subcontract include language the requirement that such resulting Contractors indemnify, defend, and hold harmless the State and the Department, Managing Entity and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including any and all attorney's fees, arising from or relating to any alleged act or omission by subcontractors, their officers, employees, agents, partners, subcontractors, assignees, or delegees alleged caused in whole or in part by Contracted entities, their agents, employees, partners or subcontractors; provided, however, that Contracted entities will not indemnify for that portion



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of any loss or damages proximately caused by the negligent acts or omissions of the Managing Entity and/or Department. The Network Service Provider shall indemnify, defend, and hold harmless the Managing Entity, State and the Department from the consequences of such a breach?

41. Subcontract Monitoring Tool 41 (LSF Standard Contract 4.8.1.) Workers' Compensation Insurance (WCI). Does the Subcontract include requirements that they shall self-insure or maintain WCI covering its employees connected with the services provided hereby. The Network Service Provider shall require subcontractors provide WCI for its employees absent coverage by the Network Service Provider's WCI?

42. Subcontract Monitoring Tool 42 ("LSF Standard Contract 4.8.2. ") General Liability Insurance. Does the Subcontract include requirements that they shall secure and maintain, and ensure subcontractors secure and maintain, Commercial General Liability Insurance, including bodily injury, property damage, personal and advertising injury, and products and completed operations and such insurance shall include the State as an additional insured for the entire length of this Contract?

43. Subcontract Monitoring Tool 43 (LSF Standard Contract 4.8.3.) Cyber/Network Security and Privacy Liability Insurance. Does the Subcontract include requirements to ensure any subcontractor providing Cyber/Network solutions or handling confidential information, secure and maintain liability insurance, written on an occurrence basis, covering civil, regulatory, and statutory damages; Contractual damages; data breach management exposure; and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information with minimum limits?

44. Subcontract Monitoring Tool 44 (LSF Standard Contract 4.15.3) Does the Subcontract include requirements that the Subcontract who has any knowledge of a reportable incident shall report such incident, as defined by CFOP 180-4, to the to the Department's Office of Inspector General within two business days of discovery through the Internet at: <https://www.myflfamilies.com/about/additional-services-offices/office-inspector-general> or by completing a Notification/Investigation Request (Form CF 1934) and emailing the request to the Office of Inspector General at IG.Complaints@myflfamilies.com. The Network Service Provider and subcontractor shall mail or fax the completed forms to the Managing Entity and the Department of Children and Families, Office of Inspector General, The Center, 2415 Monroe Street, Suite 400 - I, Tallahassee, Florida, 32303-4190; or via fax at (850) 488-1428?

45. Subcontract Monitoring Tool 45 (LSF Standard Contract 4.16.3.) Does the Subcontract include requirements to use of the Office of Inspector General's Request for Reference Check (Form CF 774), stating: "As part of the screening of an applicant being considered for appointment to a career service, selected exempt service, senior management, or OPS position with the Managing Entity, Department of Children and Families (Department) or employed with a Contract or Subcontract Network Service Provider, a check with the Office of Inspector General (OIG) is required to determine if the individual is or has been the subject of an investigation with the OIG. The request will only be made on the individual that is being recommended to be hired for the position, if that individual has previously worked for the Managing Entity, Department or a Contract or Subcontract Network Service Provider, or if that individual is being promoted transferred, or demoted within the Managing Entity and/or Department Contract or Subcontract Network Service Provider."?

46. Subcontract Monitoring Tool 46 (LSF Standard Contract 5.3.3.3.) Does the Subcontract acknowledge that the foregoing safeguards, policies and procedures requirements apply to Subcontractor in the same manner as such requirements apply to the Managing Entity and Department; and the Network Service Provider and Subcontractors are directly liable under the civil and criminal enforcement provisions of §§13409 and 13410 of the HITECH Act, 45 CFR §§164.500 and 164.502(E) of the Privacy Rule (42 U.S.C.



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1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and resulting U.S. Health and Human Services (HHS) guidance thereon?

47. Subcontract Monitoring Tool 47 (LSF Standard Contract 5.3.4.) Does the Subcontract require that Subcontractors may only use or disclose PHI as listed in Standard Contract 5.3.4.?

48. Subcontract Monitoring Tool 48 (LSF Standard Contract 5.4.; 5.4.3.-5.4.5.) Does the Subcontract include requirements that if the Subcontractor has access to Managing Entity and/or Department information systems or maintain any client or other confidential information in electronic form circumstances listed in Standard Contract 5.4.1-5.4.6

49. Subcontract Monitoring Tool 49 (LSF Standard Contract 7.8.1.) Unauthorized aliens shall not be employed. Does the Subcontract include requirement to enroll in and use the E-Verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and its subcontractors' employees performing under this Contract. Employees assigned to the Contract means all persons employed or assigned (including subcontractors) by the Network Service Provider or a subcontractor during the Contract term to perform work pursuant to this Contract within the United States and its territories

50. Subcontract Monitoring Tool 50 (LSF Standard Contract 7.9.) Does the provider not award subcontract to perform work as a Contractor, supplier, subcontractor, or consultant with any public entity to any persons or affiliates placed on the convicted vendor list or discriminatory vendor list; provided, however, the prohibition on persons or affiliates placed on the convicted vendor list is limited to business in excess of the threshold amount provided in §287.017, F.S., for CATEGORY TWO for 36 months from the date of being placed on the convicted vendor list?

51. Subcontract Monitoring Tool 51 (LSF Standard Contract 8.1.5.) If the subcontractors is a federal subrecipient or pass-through entity, does the Subcontractor state that the Subcontractor who are federal subrecipients or pass-through entities are subject to the following: A Contract award (see 2 CFR §180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines in 2 CFR, Part 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549?

52. Subcontract Monitoring Tool 52 (LSF Standard Contract 8.1.6.) If the subcontractors who are federal subrecipients or pass-through entities, and is determined to be a "subrecipient," as those terms are defined in 2 CFR, Part 200, they must adhere to all the applicable requirements in 2 CFR, Part 200?

53. Subcontract Monitoring Tool 53 (LSF Standard Contract 9.1.) Does the Subcontract include the requirement that, in accordance with the client risk prevention system, Subcontractors will report those reportable situations listed in Department of Children and Families Operating Procedure (CFOP) 215-6 in the manner prescribed in CFOP 215-6?

54. Subcontract Monitoring Tool 54 (LSF Standard Contract 5.4.2) Does the Subcontract stated that its clients of other confidential information on systems and network capable devices shall be encrypted per CFOP 50-2?



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55. Subcontract Monitoring Tool 55 (LSF Standard Contract 5.4.5) Does the Subcontract state, at its own cost, they will comply with § 501.171, F.S. and implement measures deemed appropriate by the Managing Entity to avoid or mitigate potential injury to any person due to potential or actual unauthorized disclosure or access to Managing Entity and/or Department information systems or to any client or other confidential information?