San Francisco Department of Public Health

Policy & Procedure Detail

Policy & Procedure Title: Subcontracting Requirements
Category: CDTA Technical Assistance
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DPH Unit of Origin: DPH Business Office; Contract Development & Technical Assistance and Budget Sections.

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Distribution: DPH-wide ☒ Yes | Other: As specified in Purpose of Policy

Policy

Contracts that contain subcontractor/consultant expenses must submit a copy of all subcontractor contracts to their CDTA Program Manager for review and approval prior to submission of the first invoice. Invoice payments will be withheld until a copy of the subcontractor/consultant contract is on file with the CDTA Program Manager.

Procedure

Agencies that are providing reimbursement to subcontractors and/or consultants must attach a copy of the subcontractor/consultant’s invoice as supporting documentation each time the contractor’s monthly invoice includes these expenses. This requirement is in response to audit findings which identified discrepancies between the actual subcontractor payment/rate and the approved subcontractor/consultant budget as included in a contract.

Each Subcontract must specify:

1) The required scope of work;
2) Deliverables;
3) Budget with Detail by line item and budget justification;
4) Reimbursement rate;
5) Maximum amount reimbursable;
6) Invoicing and reporting requirements and timelines;
7) Term of agreement;
8) Dates and signatures of the Executive Directors of both agencies; and

The mission of the San Francisco Department of Public Health is to protect and promote the health of all San Franciscans.
We shall ~ Assess and research the health of the community ~ Develop and enforce health policy ~ Prevent disease and injury ~
~ Educate the public and train health care providers ~ Provide quality, comprehensive, culturally-proficient health services ~ Ensure equal access to all ~
9) Statement acknowledging familiarity and agreement to comply with the terms of the prime contract (i.e., City and County boilerplate provisions) under which the understanding is valid,

A) “Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Contractor’s failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.”

B) “Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.”

10) Scheduled meeting requirements (if applicable);

11) A termination of the agreement change with a minimum of 30 days' notice (including specifically, transfer of current clients to alternative service providers, the storage/transfer of electronic/paper client records, etc);

If client charts will be opened, then, the following information must be also provided:

12) Supervision and quality assurance procedures and responsibilities (if applicable);

13) Name(s) and credentials/licenses of staff involved in the agreement (if applicable);

14) Client or service records maintenance requirements (i.e. data entry standards/timelines, who will have access to what level of client information, & location of paper and electronic files) (if applicable); and

15) Client referral procedure (if applicable).

A. Definition of Subcontractor

A subcontractor is a person/organization hired by a general contractor (or prime contractor, or main contractor) to perform a specific task as part of the overall project and is normally paid for services provided to the project by the originating general contractor.

Formula to be used on the Operating detail page for BHS contracts:

Consultant/Subcontractor: (Provide Name, Service Detail w/Dates, Hourly Rate and Amounts)

MD. John/Jane Doe, LCSW - Clinical Consultant, Provides supervision of clinical staff weekly in Groups (7/1/14 - 6/30/15). The hourly rate is $165 per hour, with an average of 200 group hours provided during the fiscal year ($165 x 200 = $33,000).
Examples of type of sub-contracts:

Medical Director
Clinical Consultant
Childwatch/Child care Fees
Support for Families of Children with Disabilities
Consultant for Special Events
Outside firm to provide IT Support Services, etc.