Early Childhood Iowa Area Quality Assurance Review of Contract Award & Monitoring

Name of ECIA: Enter text

Contract/Vendor Name: Enter text

Contract Period: Beginning Date: Enter text Ending Date: Enter text
Options for renewals: ☐ Yes ☐ No If Yes, how many: Enter text

Contract Manager: Enter text

Date of QA Review: Enter text Reviewer(s): Enter text

Section I: RFP/Application for Funding

<table>
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<tr>
<th>Yes</th>
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A. Documentation reflects that the board used a Request for Proposal process to fund this service/program.

1. If Yes, the contract file includes the vendor’s RFP.
2. If No, the contract file includes the process the board used to award the funds.

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B. RFP/application includes information and procedures on the process to appeal the board’s decision.

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C. Documentation includes a completed scoring rubric for at least two individuals representing the board’s interests that reviewed the RFP/application.

1. If Yes, the rubric aligns with the required components in the RFP.
2. If No, the document reflects that the board used another method of evaluating the RFP/application. Describe method:

Enter text

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a. If Yes, the method used to evaluate the proposal aligns with the requirements of the RFP/application.

Comments to strengthen items in this section:

Section II: Contract Language

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A. Documentation includes a signed and dated contract/agreement.

1. If Yes, contract is signed and dated before the contract start date by all parties.

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B. Program/service aligns with the board’s priorities/strategies.

Scope of Work/Scope of Service
States the requirements of the work in general terms of what (result) is to be done, rather than how (method) it is done

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C. Stated in clear, concise and easily understood terms.
1. Based on the scope of work, does the program/service funded potentially create a ‘parallel’ program/service offered in the area by another organization/agency? (If yes, provide additional information in the comments section below.)

D. Includes detailed outcomes describing the desired result (measureable deliverables).

Performance Measures
Assess a service, product or activity and includes inputs, outputs, quality/efficiency and outcomes measures; helps make better, more informed decisions in determining how well a contractor is fulfilling the work required.

E. Directly linked to the scope of work.

F. Performance targets or standards are established for the performance level required for payments.

Monitoring Clause
Describes the plan or method to oversee contractor’s compliance under the contract

G. Plan identifies who collects and/or receives data, who creates and distributes a report, and who receives the report and how often.

H. Plan is appropriate for the contract.

I. Plan includes methods to oversee the provider’s compliance with general contract terms, conditions and requirements.

Review Clause
Describes the methods to effectively review performance of the contract quarterly, annually, etc.

J. Identifies the parties involved in the review.

K. Language includes when the review will be conducted and the method that will be used to effectively review performance of the contract.

Payment Clause
Describes the amount and basis for payment to the contractor based on the contractor’s performance under the contract.

L. Relates to the targets in the scope of work and performance measures.

M. Includes the process for submitting invoices.

N. Includes incentives and/or disincentives based on contractor performance.

Termination Clause
Describes the terms for ending the contract earlier than the contract end date.

O. Includes a non-appropriation clause to terminate the contract if the Iowa Legislature does not appropriate funding to the board.

P. Includes a default clause that allows the board to terminate the contract when there are performance compliance issues and the contractor has not made changes to remedy the program/service within the timeframes identified.

Q. Includes an immediate termination clause that allows the board to terminate the contract when there is a serious problem associated to the contractor, such as fraud, embezzlement, bankruptcy, suspension/debarment, etc.

R. Includes a termination upon notice clause that allows the board to terminate the contract for any reason or no reason at all after the notice period.
Other Clauses and Certifications

Additional clauses and certifications that are required based on the source of the funding.

☐ ☐ ☐ S. Includes requirements for the contractor to purchase an insurance policy that covers the contractor’s negligent acts.

☐ ☐ ☐ T. Includes a provision that protects the board from legal issues related to the contractor performing the contract. (indemnification)

☐ ☐ ☐ U. Includes a provision that protects confidential information from disclosure by the contractor.

☐ ☐ ☐ V. Identifies how long the contractor must keep the records and who may have access to the records. This clause may also identify how the contractor must store the records (example, locked cabinet) and appropriate disposal of confidential records when the record retention period is over.

☐ ☐ ☐ W. Includes a provision that grants property rights to the board for anything developed using funds under the contract.

☐ ☐ ☐ X. Includes a provision requiring the contractor to notify the board when an audit is conducted and requires the contractor to send a copy of the final audit report to the board.

☐ ☐ ☐ Y. Includes a provision that states that if any state or federal funds are deferred and/or disallowed as a result of any audits or expended in violation of the laws applicable to the expenditure of the funds, the contractor is liable to the board for the full amount of any claim disallowed and for all related penalties.

Comments to strengthen items in this section:

Section III: Amendments to the Contract

Yes No N/A

☐ ☐ ☐ A. The contract file includes one or more amendments.

☐ ☐ ☐ 1. If No, go to Section IV.

☐ ☐ ☐ B. Each amendment is signed and dated.

☐ ☐ ☐ C. Amendment language is clear and understandable.

Comments to strengthen items in this section:

Section IV: Claims and Invoices (random selection from all claims/invoices)

Claims selected: Date: Enter text Amount: Enter text Date: Enter text Amount: Enter text Date: Enter text Amount: Enter text Date: Enter text Amount: Enter text Date: Enter text Amount: Enter text
A. Claims/invoices meet the requirements outlined in the contract.
B. Claims/invoices have the signature/initialed of the individual/organization submitting the claim/invoice.
C. Documentation includes time studies if funding less than 100% of a person’s time, if appropriate.
D. Supportive documentation for claims/invoices provide enough detail to confirm items the contractor is requesting reimbursement for.
E. Items reimbursed are an appropriate use of the ECI funding stream (Early Childhood and/or School Ready).
F. Claims/invoices have signatures based on the board’s approval process for payment of the claim/invoice.
G. There is regular and consistent monitoring of financial documents and tracking of expenditures. (Documentation evidenced by spreadsheets, tracking forms, etc.)
H. Payment process adheres to adopted policies and procedures.

Comments to strengthen items in this section:

Section V: Monitoring and Review

A. Documentation shows the identified person(s) that did the monitoring.
B. Monitoring documentation is signed by the person(s) that did the monitoring.
C. Monitoring criteria included a review of deliverables to determine if the contractor is meeting performance requirements in the contract scope of work.
D. Monitoring identified follow up activities for specific items/issues the contractor must address.
   1. If Yes, there is a performance improvement plan or corrective action plan in the contract file.
      a. If Yes, The plan identifies specific items/issues the contractor must correct or improve.
      b. For each item, the plan identifies the person responsible for completing and a deadline to complete.
      c. Supportive documentation indicates that the contract manager is monitoring completion of the plan.
      d. Deadlines identified in the plan met.
E. Documentation showed monitoring of other general contract terms, conditions and requirements (i.e., required licensing, staff qualifications, performance according to industry standards, notice of contractor changes, receipt of an annual audit as required, etc.)
F. Contract monitoring was completed and happened within the stated timeframes.
G. Documentation shows that monitoring activities for services, products, results, etc. and overall contractor performance are reviewed with the board.
Comments to strengthen items in this section:

Section VI: Policies and Procedures
Written policies and procedures for the following board operations.

Yes No N/A
☐ ☐ ☐ A. Process for awarding ECI funds and how the board connects its’ priorities to funding decisions
☐ ☐ ☐ B. Monitoring contractors (programmatically)
☐ ☐ ☐ C. Monitoring contractors (fiscally); Does the policy/procedure include a ‘checklist’ of items to review for a submitted claim/invoice?
☐ ☐ ☐ D. Appeals process

Comments to strengthen items in this section:

Reviewer’s Overall Comments:

TA Requests: