

# Attachment 3: Contract Monitoring, Compliance and Non-Compliance

## 1. Program Reporting and Documentation

1.1. Re Contractor agrees to porting: Contractor agrees to submit reports using the templates and according to the schedule outlined in Section 10 of Exhibit A Scope of Work of this contract. 1.1.

1.2 Additional Documentation: Contractor agrees to maintain the following information and documentation, keeping it current on a monthly basis. At a minimum, this information will be requested for review at the annual DEL Site Visit; DEL may request to review it at other times.

1.2.1. Staff Training Records

1.2.2. TA Self Reflection and TA Plan

1.2.3. CQI Charter, Project Plans for Projects 1 and 2 and CQI Quarter Reports for Quarters 1 through 4 using templates in Attachment 7

1.2.4. Memoranda of Understanding with community providers related to referrals or coordination of Home Visiting Services

1.2.5. **For TANF:** Information on TANF families served by homeless service providers, PE Pathways and Other including number of families served; name of family members receiving services (primary caregiver and target child); individual client identifiers, such as date of birth; and dates of service (by month including enrollment and exit dates).

1.3. Site Visits: Contractor agrees to cooperate with up to eight (8) scheduled site visits conducted for monitoring program and fiscal compliance, **TANF contractual and reporting requirements**, organizational due diligence, HVSA evaluation and data collection, quality implementation technical assistance, and continuous quality improvement.

1.3.1. Document Preparation: Contractor agrees to assemble documents listed above, financial information detailed in Section 10 of Exhibit A Statement of Work, and any additional information requested by DEL in advance of the scheduled site visit.

1.3.2. During the Site Visits, Contractor agrees to allow access to DEL, if requested, documentation demonstrating accomplishments of this Agreement. Such documentation may include, but is not limited to:

1.3.2.1. Services Provided, Service Dates, and Number of Service Hours, including Case Files of Participants;

1.3.2.2. Attendance Sheets and Service Logs;

1.3.2.3. Data Collection and Assessments by Participants;

1.3.2.4. Demographic Information of Participants;

1.3.2.5. Personnel records of those staff employed through funds under this contract; and

1.3.2.6. Policy and procedures documents as related to implementation of this contract including, but not limited to, agency, human resources, and financial policies and procedures.

## 2. Contract Monitoring

2.1. **Contract Monitoring.** The Contractor agrees to ensure all Contractor Requirements, as outlined in Exhibit A Statement of Work of this Contract. Failure to comply with or submit timely and complete materials related to Contract requirements may result in withheld or delayed payments. DEL will monitor Contractor compliance with Contract requirements, model standing, implementation progress, enrollment performance and financial activity through review of the following:

2.1.1. Submitted reports, invoices and documents, as detailed above and in Section 12 of Exhibit A Statement of Work Compliance with Contract Requirements.

2.1.2. Model Fidelity: **Affiliate status from the <program model> National Service Office/Indicators of model fidelity established by the DEL-authorized provider of technical assistance** demonstrating Contractor's good standing and/or active ready to implement status.

2.1.2.1. If fidelity is not sustained throughout the Contract Term, DEL will conduct a joint due diligence review in coordination with its designated contractor for technical assistance of the of the Contractor's model fidelity status; and then DEL may, upon written notification to the Contractor, terminate this Contract .

2.1.2.2. Achieving Model Standing. If Contractor does not have affiliate in good standing and/or active ready to implement status as of the Start Date of this Contract, the Contractor must obtain such status within 90 days of the Start Date. If the Contractor does not timely obtain such status, then DEL may, at its discretion and upon written notice to the Contractor, terminate this Contract.

2.1.3. Implementation Progress. The DEL Contract Monitor will review monthly budget/financial documentation and quarterly Contractor activities and progress toward completion of the Required Program Elements described in Exhibit A Statement of Work:

2.1.3.1. Staffing, Supervision, and Training,

2.1.3.2. Service Area and Recruitment of Priority Populations

2.1.3.3. Participant Enrollment, Retention and Caseload Maintenance

2.1.3.4. Home Visit Frequency and Content, and financial activity related to the Budget.

2.1.3.5. Systems Connections **[for TANF] including Contractor relationships with local DSHS Community Service Offices and reporting participants' program enrollment and exit in eJas**

2.1.3.6. Data Collection and Evaluation Requirements

2.1.3.7. Continuous Quality Improvement Activities

2.1.3.8. Quality Improvement Technical Assistance

2.1.3.9. Financial documentation aligned with Contract budget

2.1.3.10. Delay in meeting two or more of the category areas above and/or non-compliance related to financial activity during a quarter, will result in Contractor's transition to Implementation Improvement Status.

2.1.5. Enrollment Performance: On a quarterly basis, DEL will review Contractor's enrollment performance for the following measure: Minimum Active Enrollment Caseload, as defined in Section 4.3 of Exhibit A Statement of Work of this Contract: Throughout the duration of this contract, Contractor agrees to maintain a Minimum Active Enrollment Caseload equivalent to or greater than 85% of its Maximum Service Capacity.

2.1.5.1. Start-Up Programs. Contractors receiving first year HVSA funding are considered to be Start-Up Programs. Exhibit A Statement of Work of this Contract specifies enrollment rates over the term of the contract to reach full enrollment caseload. Progress in meeting enrollment rates toward building full caseload will be reviewed on a monthly basis. If the Contractor does not meet enrollment rates specified in accordance with the timeline as specified in Exhibit A Statement of Work, DEL will transition Contractor to Implementation Improvement Status for additional contract monitoring focused on supporting improvement in Contractor's enrollment.

2.1.5.2. Continuing Programs: Contractors receiving second year or beyond of HVSA funding are considered to be Continuing Programs. If a Continuing Program Contractor's Minimum Active Enrollment Caseload is between 75% and 84% for one quarter, DEL will inform Contractor with written notification of the low enrollment status and Contractor agrees to participate in a follow-up call with DEL to discuss barriers and strategies for increasing enrollment. If Contractor maintains an enrollment of less than 84% of Proposed Families Served for an additional quarter after receiving written notification of low enrollment status and the follow-up call, DEL will transition Contractor to Implementation Improvement Status for additional contract monitoring focused on supporting improvement in Contractor's enrollment.

2.1.5.3. If a Continuing Program Contractor's Minimum Active Enrollment Caseload is below 75% for one quarter, DEL will transition Contractor to Implementation Improvement Status for additional contract monitoring focused on supporting improvement in Contractor's enrollment.

### **3. Implementation Improvement Status, Non-Compliant Status and Non-Compliant Courses Of Action**

3.1. Implementation Improvement Status: If transitioned to Implementation Improvement Status by DEL, Contractor agrees to participate in the steps outlined below within 30 days of written notification by DEL, or within an extended, alternate timeline with written approved by DEL:

3.1.1. Completion of Self-Assessment provided by DEL which may address, but is not limited to, the following: compliance with contract requirements, model fidelity, implementation progress, financial activity, and/or enrollment performance in need of improvement.

3.1.2. Participation in Implementation Improvement Meeting(s) with DEL staff to discuss the Self-Assessment; gather information and feedback from Contractor; share and review DOH program data and other available program data; and other information related to areas in need of improvement which may be used to inform the development of an Implementation Improvement Plan.

3.1.3. Collaborate with DEL in development of a written Implementation Improvement Plan to be issued by DEL within 30 days of the last Implementation Improvement Meeting. The Plan shall:

3.1.3.1. Cite and describe Contractor's specific area(s) in need of improvement, including, but not limited to: compliance with contract requirements, model fidelity, implementation progress, financial activity, and/or enrollment performance in need of improvement. For the specified area(s) in need of improvement, the Plan shall provide metrics or benchmarks to serve as indicators of satisfactory improvement.

3.1.3.2. Identify corrective action items and/or steps Contractor shall comply with to address cited areas in need of improvement. The plan shall also identify technical assistance and/or other supports designated to be made available to Contractor by DEL to assist Contractor in achieving satisfactory improvement.

3.1.3.3. Outline a timeline for the completion of the Implementation Improvement Plan by Contractor.

3.1.4. If satisfactory improvement in the specific area(s) indicated in Plan is met by Contractor, within the timeline for completion of the Plan, DEL shall transitioned Contractor out of Implementation Improvement Status. DEL will provide Contractor written notice of this transition once it has determined satisfactory improvement has been met following the timeline for completion of the Plan.

3.1.5. If satisfactory improvement in the specific area(s) indicated in the Plan within the timeline for completion of the Plan is not met by Contractor, DEL shall transitioned Contractor out of Implementation Improvement Status into Non-Compliant Status. DEL will provide Contractor written notice of this transition once it has determined satisfactory improvement has not been met within the timeline for completion of the Implementation Improvement Plan.

3.2. Non-Compliant Status: If DEL transitions Contractor to Non-Compliant Status, Contractor agrees to participate in the steps outlined below, within 14 days of written notification from DEL, or within an extended, alternate timeline with written approved by DEL:

3.2.1. Participate in Non-Compliant Status meeting(s) with DEL staff to:

3.2.1.1. Review Contractor's Implementation Improvement Plan and discuss progress made and barriers encountered during the Plan's implementation, including technical assistance and/or other supports designated to be made available to Contractor by DEL.

3.2.1.2. Identify and review Contractor's contractual requirements and areas of contractual non-compliance.

3.2.1.3. Discuss Non-Compliant Courses of Action.

3.3. Non-Compliant Course(s) of Action. After completing the Non-Compliant Status meeting and any additional Non-Compliant Status follow-up meetings with Contractor to gather information or feedback, DEL will issue Contractor a written Non-Compliant Course(s) of Action within 14 days of the last Non-Compliant Status meeting date. The written Non-Compliant Course(s) of Action shall include one or more of the four Non-Compliant Course(s) of action listed below:

3.3.1. Continuation of Implementation Improvement Plan: DEL may propose to modify and/or extend the Contractor's Implementation Improvement Plan for up to an additional 3 month period to meet specific area(s) cited in need of improvement.

3.3.2. Suspension of Payment: DEL may suspend payment of all or part of Contract funds until satisfactory contract compliance is met.

3.3.3. Reduction in Maximum Contract Total: DEL may amend this contract to reduce the Contractor's maximum contract total:

3.3.3.1. To reflect the amended Implementation Plan scope negotiated between DEL and the Contractor based on Contractor's cost per family served and other related factors, and,

3.3.3.2. If feasible and in compliance with HVSA and DEL funding requirements, contractual requirements, and approval processes, including Home Visiting Model Developer program requirements.

3.3.4. Early Contract Termination: DEL may terminate this contract prior to the end of the Term if satisfactory contract compliance is not met by Contractor in the implementation of Contractor's Implementation Improvement Plan, and/or if Contractor is not able to, or is not cooperative in development and implementation of the Implementation Improvement Plan.

3.3.5. Notice: The written Non-Compliant Course(s) of Action shall become effective a minimum of 30 days after the delivery of the written Non-Compliant Course(s) of Action to Contractor.