

**UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
[Name] AGENCY
JOHNSON-O'MALLEY
MONITORING FORM**

Contractor Name: [NAME] Tribe
Address: [ADDRESS OF TRIBE]
Telephone Number: [TRIBE TELEPHONE]
Program: JOHNSON-O'MALLEY
Contract Number: [CTM____]
Mature: [YES/NO]
Contract Term: [FY/CY/SY/OTHER]
Date of Official Monitoring Visit: [DATE]

Name(s) and Title(s) of Monitoring Team:

1. [NAME] Awarding Official, [NAME OF AGENCY]
2. [NAME], Awarding Official's Technical Representative, [AGENCY]/OIEP

Persons interviewed:

<u>Name</u>	<u>Title</u>
1	
2	
3	

CONTRACT RECORDS MANAGEMENT REQUIREMENTS:

A. Program Records Requirements as specified under 25 CFR Indians Part 900:

*CONTRACTS UNDER THE INDIAN SELF-DETERMINATION AND EDUCATION ASSISTANCE ACT
Subpart F-Standards for Tribal or Tribal Organizations Management Systems:*

900.41 *The Indian tribe or tribal organization must retain financial, procurement and property records for the minimum periods described below. Electronic, magnetic or photographic records may be substituted for hard copies.*

(a) Financial records. *Financial records include documentation of supporting costs incurred under the contract. These records must be retained for three years from the date of submission of the single audit report to the Secretary.*

(b) Procurement records. *Procurement records include solicitations, purchase orders, contracts, payment histories and records applicable of significant decisions. These records must be retained for three years after the Indian tribe or tribal organization or subcontractors make final payment and all other pending matters are closed.*

(c) Property Management records. *Property management records of real and personal property transactions must be retained for three years from the date of disposition, replacement, or transfer.*

(d) Litigation, audit exceptions and claims. *Records pertaining to any litigation, audit exceptions or claims requiring management systems data must be retained until the action has been completed.*

Also,

900.42 to 900.46: Standards for Financial Management Systems

900.47 to 900.50: Procurement Management System Standards

900.51 to 900.60: Property Management System Standards

B. RECORDS MANAGEMENT requirements under Part 273 JOM:

SUBCHAPTER M-INDIAN SELF-DETERMINATION AND EDUCATION ASSISTANCE ACT PROGRAM

PART 273-EDUCATION CONTRACTS UNDER JOHNSON-O'MALLEY ACT

Subpart C-Funding Provisions

- 273.31 Distribution formula*
- 273.32 Pro rata requirements*
- 273.33 Use of funds for operational support*
- 273.34 Use of other Federal, State and local funds*
- 273.35 Capital outlay or debt retirement*
- 273.36 Eligible subcontractors*
- 273.37 Use of funds outside of schools*
- 273.38 Equal quality or standard of education*

Subpart D-General Contract Requirements

- 273.41 Special program provisions to be included in contract.*
- 273.42 Civil Rights Act violations*
- 273.43 Advance payments*
- 273.44 Use and transfer of Government property*
- 273.45 Indian preference.*
- 273.46 Liability and motor vehicle insurance*
- 273.47 Recordkeeping*
- 273.48 Audit and inspection*
- 273.49 Freedom of information*
- 273.50 Annual reporting*
- 273.51 Penalties*
- 273.52 State school laws*
- 273.53 Applicable procurement regulations*
- 273.54 Privacy Act requirements*

1. CONTRACT ADMINISTRATION-COMPLIANCE WITH P.L. 93-638

Section 108 Model Contract Requirements:

Section 1. Agreement between the Secretary and the [NAME] tribal government.

a. Authority and Purpose.

b. Terms, Provisions, and Conditions.

(3) Program Standard. The Contractor agrees to administer the program, functions, and activities (or portions thereof) listed in subsection (a)(2) of the Contract in conformity with the following standards: **[LIST STANDARDS]**

Attachment B: Annual Funding Agreement-

Section C-Descriptions/Specification/Work Statement:

1. Scope of Bureau Program(s) to be Performed:

Purpose: To enable the Contractor to acquire and utilize all resources made available by the Bureau of Indian Affairs (BIA) for the delivery of services and programs specified herein. Also to state the term conditions, and work to be performed under the contract and the rights and responsibilities of each party, pursuant to the P.L. 93-638, as amended, and other applicable Federal Laws.

- a. The Contractor shall obtain from the BIA all such funds and other resources made available for the benefit of the tribe for all programs to be operated and services to be delivered by the Contractor through this contract on behalf of the BIA, except for "Trust" and executive functions of the BIA that are considered non-contractible.
- b. The BIA shall transfer to the Contract all such funds and other resources made available for the benefit of the Tribe through this contract in the most expeditious manner authorized by law, and shall provide technical support and assistance at the request of the Contractor and as provided herein.
- c. The Contractor shall exercise full discretion over the funds made available subject only to the provisions of this contract and Federal Law.

2. Statement of Work:

The Contractor shall administer programs under this agreement in accordance with its own laws and policies that are incorporated herein by references. The provisions of applicable Federal Regulations shall apply, unless the Secretary has waived such regulations. Such regulations are incorporated in this agreement by reference. Program(s) to be performed by the Contractor under this contract is as follows:

3. Non-Contracted Portion of Bureau Program(s):

4. Fair and Uniform Services:

Section D-Deliveries or Performance:

1. Submission of Reports:
 2. Character Investigation:
 3. Background Checks:
 4. Audit Requirements (Single Audit Act):
 5. Monitoring and Records Review:
 6. Examination of Records (under 10,000):
 7. Examination of Records (exceeds \$10,000):
- (d) Quarterly Reports to the Indian Community

Section F-Special Contract Requirements

1. Management Systems:
2. Finance System Certification:
3. Recordkeeping:
4. Privacy Act Requirements:
5. Freedom of Information:
6. Drug-Free Workplace:
7. Indian Preference Requirements:
8. Investment of funds:
9. Federal Tort Claims Act:
10. Insurance Coverage:

A. Does the Tribal Program Director have a complete copy of the contractual agreement?

Yes

No

Comments:

B. Does the Tribal Program Director maintain financial records?

Yes

No

Comments:

C. Is the Tribal Program Director involved in the vouchering and financial reporting process for this contract?

Yes

No

Comments:

D. Is Tribal Program Director maintaining current and past contract files and records?

Yes

No

Comments

E. Does the Tribal Program Director maintain a cuff account system?

Yes

No

Comments

F. Is the Program Financial Management System in compliance with Code of Federal Regulations, Part 900/273 requirements?:

Yes
No
Comments

G. Documentation of quarterly reports to the Indian people. [Section 108: Attachment B-Annual Funding Agreement, Section D-2 Submission of Reports (d) Quarterly Reports to members of the [Indian people].

Yes
No
Comments

2. **FINANCIAL STATUS:**

A. Financial Status

Total Contract Amount	\$
Total Expended (year-to-date)	\$
Balance Remaining	\$

B. Payment Methodology

Lump Sum Advance
Semi Annual Advance
Other

3. **COMPLIANCE WITH 25 CFR PART 273 FOR JOM PROGRAMS:**

A. Review of IEC-approved Annual Needs Assessment

- 273.13(b)(1)(v) "*It shall clearly identify the educational needs of the students intended to benefit from the contract;*"
- 273.16(4)(b)(2) "*Make an annual assessment of the learning needs of Indian children in the community affected*";
- 273.20(f) "*A clear identification of what educational needs the Johnson-O'Malley funds requested for operational support will address.*"

Yes
No
Comments

B. Review list of eligible students counted for JOM funding.

- 273.12 "*Indian students, from age 3 years through grade(s) 12...shall be eligible for benefits provided by a contract pursuant to this part if they are 1/4 or more degree Indian blood and recognized by the Secretary as being eligible for Bureau services.*"

Yes
No
Comments

C. Review documentation verifying delivery of JOM services per approved education plan

- (273.47(a)) "*Fully reflect all financial transactions involving the receipt and expenditure of funds provided under the contract in a manner which provide accurate, current and complete disclosure of financial status; correlation with budget or allowable cost schedules; and clear audit facilitating data.*"

Yes

No
Comments

D. Review of non-eligible students participating in JOM-funded programs.

Yes
No
Comments

E. Review of JOM program expenditures per IEC approved budget. 273.47(a)

Yes
No
Comments

F. Review of JOM financial vouchers (Verify supporting documentation, i.e., invoices, payroll sheets, etc)

Yes
No
Comments

G. Johnson-O'Malley funds are being used in compliance with Part 273.34 (a)

- *"Contract funds under this part shall supplement, and not supplant, Federal, State and local funds."*

Yes
No
Comments

D. Review of JOM Progress reports.

Yes
No
Comments

4. **COMPLIANCE WITH CONTRACT PERSONNEL REQUIREMENTS PER 273.18:**

- 273.18(j)(3) *"Administrative costs involved, total number of employees, and total number of Indian employees."*
- 273.18(j)(6) *"Total number of employees for each special program and number of Indian employees for that program."*

A. Question: Is staffing implemented per education plan approved by JOM IEC?

Yes
No
Comments

B. How many Indian people are employed under this contract?

Yes
No
Comments

:

C. List each position as specified in IEC-approved education plan.

1.

D. Are there position descriptions for each position?

Yes

No

Comments

C. Review maintenance of JOM Personnel records.

Yes

No

Comments

5. COMPLIANCE WITH PROPERTY AND PROCUREMENT MANAGEMENT STANDARDS REQUIREMENTS

- 25 CFR Part 900.47 to 900.50 Procurement Management System Standards
- 25 CFR Part 900.51 To 900.60 Property Management System Standards

A. Has contract property been acquired under this contract?

Yes

No

Comments

:

B. Are contract property records being maintained?

Yes

No

Comments

C. Was contract property purchased with a value of, or in excess of \$5,000?

Yes

No

Comments

D. Has/have contract program property/equipment with a value of, or in excess of \$5,000 been tagged?

Yes

No

Comments

E. Was contract property purchased in compliance with the Tribal Procurement Management System?

Yes

No

Comments

F. Is contract purchased property maintained in compliance with the Tribal Property Management System?

Yes

No
Comments

6. JOM INDIAN EDUCATION COMMITTEE (IEC)

A. Review of JOM IEC Organizational documents and approved By-laws:

- a. *Part 273.17(a) "All programs contracted under this part shall: (1) be developed and approved in full compliance with the powers and duties of the Indian Education Committee as set out in 273.16 and as may be contained in the Committee's organizational documents and bylaws"*

Yes
No
Comments

B. Question: Is the JOM IEC carrying out its duties and responsibilities in accordance with the regulations and by-laws?

Yes
No
Comments

C. Review JOM IEC meeting minutes records.

Yes
No
Comments

D. Review documentation of training seminars attended by JOM IEC:

- *273.17(c) "Programs developed or approved by the Indian Education Committee pursuant to this part may, at the option of such Committee, include funds for the performance of Committee duties, including the following"*
- *273.17(2)(c)(1) " Members attendance at regular and special meetings, workshops and training sessions, as the Committee deems appropriate".*

Yes
No
Comments:

7. JOM PROGRAM STATUS Compliance Review of JOM IEC approved Education Plan per

- *273.14 "A prospective contractor in consultation with its Indian Education Committee(s) shall formulate an education plan and submit it...as a part of the application to contract...Such plan shall become a part of any contract awarded. The education plan shall contain:*
- *(a) the education programs approved by the Indian Education Committee(s) as required in 273.17.;*
- *(b) Other requirements for the education plan given in 273.18."*

Scope of Work: [INSERT TRIBAL SCOPE OF WORK]

Statement of Work: [INSERT STATEMENT OF WORK]

Education Goals:

Measurable Goals:

Yes
No

Comments

Educational Goals:

Measurable Goals:

Yes

No

Comments

Are objectives being met on a timely basis?

Yes

No

Comments

8. COMPLIANCE WITH CONTRACT RECORDS REQUIREMENTS:

A. Are contract program records being maintained in compliance with records maintenance requirements specified in *25 Code of Federal Regulations Part 900 Subpart F- Standards for Tribal or tribal organization Management Systems-- 900.35 through 900.60?*

Yes

No

Comments

B. Are contract program records being maintained in compliance with records maintenance requirements specified in *25 Code of Federal Regulations Subchapter M- Indian Self-Determination and Education Assistance Act Program, Part 273-Education Contracts under Johnson-O'Malley Act, Subpart C-Funding Provisions; and Subpart D-General Contract Requirements?*

Yes

No

Comments

9. FINDINGS AND DETERMINATIONS

10. RECOMMENDATIONS

11. OFFICIAL SIGNATURES

[NAME], Education Line Officer

Date

[NAME], AOTR/[AGENCY]/OIEP

Date

[NAME] Awarding Official
[NAME] Agency

Date

