

SECTION 6.2: CONTRACT MANAGER

Section 287.057(15), Florida Statutes, requires the department, for each contractual service contract, to designate an employee to be responsible for enforcing the performance of the contract terms and conditions and serving as a liaison with the contractor. This individual is designated by the contract signer to be responsible for the success of the contract in addition to his/her other duties.

- A. Introduction: Only department staff may be designated as Contract Managers. This responsibility shall not be assigned to independent contractors. All shall be designated in writing for each contract.

- B. The Contract Manager's responsibilities include:
 - 1. Carrying out the preparations for contracting.
 - 2. Objectively soliciting and analyzing bids.
 - 3. Ensuring that appropriate audit requirements are conveyed to the provider.
 - 4. Negotiating the contract.
 - 5. Monitoring the provider's performance.
 - 6. Processing, inspecting, reviewing, and approving the provider's invoices for payment.
 - 7. Reviewing the provider's documentation of contract-related expenditures.
 - 8. Maintaining the files of record pertaining to his/her contract(s).

- C. Contract Manager File: For each contract, the Contract Manager's file consists of two sub-files: a procurement (bid) file and a contract file. The Contract Manager's file must be maintained for a period of five years following contract closeout or resolution of pending action (legal, audit, etc.) whichever is later. Reviews of the Contract Manager's files are to be conducted on a routine basis by the Contract Administrator, and the Contract Manager's supervisor, to ensure necessary documentation is being properly maintained and to minimize time spent at the provider's location when performing administrative monitoring.
 - 1. Procurement File: The Contract Manager's procurement file contains all documentation and information regarding the provider selection process regardless of the procurement method. This includes, at a minimum, the following items:

- a. Proof of legal advertising;
 - b. Copy of prospective vendor list used;
 - c. Copy of Solicitation;
 - d. Copies of bids/proposals received;
 - e. Documentation of bid/proposal opening activities;
 - f. Copies of selection team's evaluations;
 - g. Correspondence relating to the solicitation;
 - h. Documentation of any posting activities;
 - i. Notice of award;
 - j. Copies of protests received and documentation of the resolutions;
 - k. Bid tabulation (Invitation to Bid only);
 - l. Copies of inquiries and responses to all inquiries; and
 - m. For competitive procurements, documentation listing the names of all individuals taking part in the development or selection criteria for evaluation, the evaluation process, and the award process.
2. Contract File: A chronological file prepared to hold pertinent information related to a contract from the time it is awarded until contract closeout. This is the official file record for such information and must include, but is not limited to:
- a. Copy of the signed contract and Department of Banking and Finance form, http://www.dbf.state.fl.us/aadir/summary_csa.html;
 - b. Copy of the applicable Contract Renewal Form or Letter;
 - c. Relevant monitoring and evaluation reports;
 - d. Correspondence regarding contract;
 - e. Amendments, if any;
 - f. Memorandum of Negotiation;
 - g. Documentation evidencing cost or price analysis;
 - h. Provider's justification of need for advances;
 - i. Copies of invoices and supporting documentation;
 - j. Chronological activity record;

- k. Documentation supporting provider compliance with insurance requirements in contract;
 - l. Payment activity log;
 - m. Contract Manager's budget record and authorizing documents (Appropriations Act proviso, budget agendas, etc.);
 - n. Copies of subcontracts or memorandums of agreement; and
 - o. Noncompetitive Procurement documentation.
- D. Invoice Processing, Inspection, Review, and Approval: All contractual service invoices must be received and approved by the Contract Manager and approved by the Contract Manager's supervisor prior to processing for payment.
- a. Invoice Processing, Inspection, and Review: Upon receipt of each invoice, the Contract Manager normally has five working days to determine the following:
 - 1.) Were invoiced goods and services satisfactorily provided according to the terms and conditions of the contract?
 - 2.) Is the invoice or request for payment in the proper format and mathematically correct, and does it contain the necessary information as required?
 - 3.) Is the back-up documentation included?
 - 4.) Does back-up documentation support invoice or request for payment?
 - 5.) If a cost-reimbursement contract, are expenditures allowable according to the contract budget and/or other contract terms?
 - b. Invoice Approval: The Contract Manager's and Contract Manager's supervisor's signatures on an invoice or request for payment attest that the goods or services have been satisfactorily provided and, if a cost-reimbursement contract, that the expenditures are allowable and in compliance with the terms of the contract. The Contract Manager may negotiate a period longer than five working days in order to inspect and approve deliverables pursuant to Section 215.422, Florida Statutes. Adequate review and inspection time should depend on the complexity of the deliverables. If the invoice or request for payment is approved, the Contract Manager transmits it to the appropriate office for payment. If the invoice or request for payment is disapproved, the Contract Manager shall immediately return it to the provider with an explanation

of corrective actions the provider must take before the invoice can be processed for payment.

- E. Programmatic Monitoring. In general, programmatic monitoring is accomplished by a combination of the review of reports and other documentation submitted by the provider, input from service recipients and others (subcontractors and department field staff), and a visit to the site of service delivery. The Contract Manager is responsible for the establishment and/or coordination of the monitoring schedule(s) ensuring that the “no later than” date by which the contract monitoring report will be sent to the provider is entered in the FLAIR Contract Information Subsystem. The Contract Manager shall notify Contract Administrator when programmatic monitoring has been completed.

Contract Administrator recommends completing programmatic monitoring within six months from the start date for all providers, and preferably, within three months for new providers.

1. The Contract Manager should identify reports to be submitted by the provider, prepare schedules of anticipated products or projections of performance and cost, and review and analyze reports received from the provider. All performance-based contracts shall contain the specific criteria (performance measures, performance standards, etc.) which will be used to evaluate the provider’s performance and include a clear description of how the Contract Manager will conduct the monitoring and evaluation activities.
2. Programmatic monitoring shall include at least one visit to the service delivery site to interview clients, the provider, and/or others as appropriate. The provider’s performance, including deficiencies, should be discussed with the provider in the exit conference. Time frames for correcting the deficiencies should be discussed at that time. An appropriate notice (letter report, etc.) must be sent to the provider specifying the deficiencies found, the appropriate corrective action to be taken confirming the time frames in which is to be accomplished. A copy of the notice should be placed in the Contract Manager’s file. A follow-up visit should be made to ensure that the deficiencies have been corrected. Appropriate documentation must be placed in the Contract Manager’s file. The above-mentioned procedures are general guidelines for program monitoring. Additional program-specific monitoring procedures should be followed when applicable.
3. At the time of the Contract Manager’s visit to the service delivery site, the Contract Manager is required to document all findings.

- F. Administrative Monitoring: Administrative monitoring is conducted by the Contract Manager. The primary objective of this review is to ensure that the provider's administrative records are complete and that the provider is complying with the administrative terms of the contract. Contract Manager will report findings and recommendations to the Contract Administrator. If provider corrective action is required, it is the responsibility of the Contract Manager to ensure the provider achieves compliance. Follow-up monitoring visits are generally conducted in situations of non-compliance.
- G. Collections of Accounts Receivable from Providers: The responsibility for collection of accounts receivable from providers is the responsibility of the Contract Manager working with the Bureau of Finance and Accounting.

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