



DEPARTMENT CONTRACT MANAGER GUIDE

For simplicity, the contracted party may be referred to in this Guide as “*Contractor*”, with the understanding that the contracted party could be a non-profit organization, individual, or other entity.

1. Responsibilities as a Departmental Contract Manager

Generally, departmental program staff and the associated department supervisor (collectively, “**Program Staff**”) are tasked with primary contract management and any reporting or other necessary actions following contract formation¹. At a high level, contract management includes the following general requirements:

- Ensuring UTT is receiving the goods/services (or other obligations/requirements) it paid for;
- Ensuring the contracted party is complying with contract requirements; and
- Confirming performance under the contract is complete and the contract may be closed and fully paid.

2. Departmental Contract Monitoring Functions; Risk vs. Efficiency Factors

Program Staff’s contract monitoring and management roles are essential, particularly on complex contracts. For reference, an example of typical Program Staff contract monitoring functions is listed in **Attachment 1**.

Because of limited resources and time, contracts require risk assessments to determine the amount of contract monitoring necessary for the contract. Most contracts will not require extensive monitoring. The level of monitoring will depend on many factors including the risk/complexity involved with the intent and scope of the contract. For example, a contract involving student data housed on third-party servers is a much higher risk than a contract involving non-sensitive data housed on UTT’s own servers. **Attachment 2** contains examples of contract scope that can signify a higher risk contract requiring more extensive monitoring.

Depending on the complexity of the contract, analyzing risk during contract management can be a dynamic process that could require periodic updates to reflect then-current performance status. For higher risk contracts, use of a contract monitoring sheet such as the one shown in **Attachment 3** could be helpful.

3. Contract Close Out

A contract is completed when all actions and obligations have been accomplished, including delivery and acceptance of all required UTT data, reports, and equipment; and final payment has been completed. The contract close-out process is usually a simple procedure. For complex contracts, however, the process may include detailed management oversight. Purposes of the close-out process include (1) verification that all parties to the contract have fulfilled their contractual duties and obligations and there are no remaining unperformed duties or obligations; and (2) for more complex projects, assessment of the success of the contract, and the lessons learned for use in future contracting.

¹ UTT Contract Management Handbook, Sect. 7.1.6



Common Program Staff Contract Monitoring Functions

1	Serving as UTT's representative to the contractor for operational aspects of the contract.
2	Monitoring contractor's progress and performance of the specifications or Statement of Work to ensure goods/services conform to contract requirements.
3	Monitoring and documenting contract schedule and ensuring Contractor performance on appropriate or specified frequencies.
4	Ensuring applicable insurance requirements have been completed and appropriate coordination with Risk Management has occurred for insurance compliance .
5	Verifying accuracy of invoices and authorizing payments consistent with contract terms.
6	For revenue generating contracts , ensure that all revenue generated pursuant to the terms of the contract are appropriately paid to UTT.
7	Managing any UTT data involved in the contract and ensuring protection of UTT data in accordance with the applicable information resources policies . When applicable, this also includes the return or destruction of any UTT data in accordance with the contract.
8	Managing any UTT property (including technology, equipment, and identification badges) used by the other party when performing its duties and obligations under the contract.
9	For Procurement Agreements requiring a HUB Subcontracting Plan (HSP), consulting with Procurement Services (HUB Program) regarding HSP changes and required HUB reporting.
10	Identifying and resolving general issues with contractor in a timely manner.
11	Identifying any possible material breaches of contract by contractor and contacting the Office of Legal Affairs or Contract Administration (as applicable) in a timely manner regarding possible breaches.
12	Maintaining appropriate contract management records and documenting significant contract events.
13	Monitoring the UTT budgeting and accounting process to ensure sufficient funds are available to pay contractor.
14	Facilitating any necessary amendments or extensions to the contract to be completed and documented by either the Office of Legal Affairs , Procurement Services , and/or Contract Administration .
15	Performing contract close-out process, including ensuring verification that contractor has complied with all terms and conditions of the contract, and that the contract file contains all necessary contract management documentation.
16	Inspecting and approving the final obligations/goods/services for final payment . Approval should be documented in writing (electronic documentation preferred).



ATTACHMENT 2 **Contract Aspects Signifying Higher Risk**

Inclusion of any of the following service aspects signify a higher risk contract that requires a higher level of monitoring. The more risk factors included, the more the monitoring should intensify. The below categories are provided as an example of common higher-risk aspects within UTT contracts and are not meant to comprise a comprehensive list. Some categories may pose a higher risk than others. For example, solicitation on campus does involve various state and UT System limitations, but it's arguably less risk than a software service hosting confidential data.

Example categories signifying higher risk are below.

	Any use of Category I or Category II Data (sensitive or confidential data, such as FERPA-related data). This includes sharing, access to, storage, or hosting services by the contracted party. See UTT's Information Security Policies .
	Unsupervised interaction to students or any reasonable risks to students
	Interaction with minors
	Safety, health, or medical matters
	Risk to UTT property
	Access to UTT's network
	Solicitation on campus
	Providing any intellectual property of UTT, or any other aspects related to copyright or publication rights related to UTT
	Modifications to UTT property
	Use of UTT property by another entity
	Required use of the service (such as software programs) by students
	Processing, collection, or storage of UTT funds (ex: payment processor or reseller)
	Providing the contracted entity with use of any UTT trademarks, logos or related marks
	Contracts with a non-U.S. entity , Office of Foreign Assets Control list of Specially Designated Nationals (SDN)
	Any additional aspects or services that could reasonably be determined to signify a significant risk to UT System , UTT or the community



ATTACHMENT 3
Sample Contract Monitoring Worksheet
 (Example Only)

<i>To be Included in Contract Monitoring Records</i>									
Contractor Type of Contract	Specific Monitoring	Performance Method	Responsible Individual for Each Monitoring Activity	Monitoring Activity Frequency	Monitoring Activity Documentation Method	Results of Monitoring Activity	Results of Monitoring Uses (include follow up requirements)	Communicated to	Use
CONTRACTOR NAME	Activities to Be Performed Review of Consultant's Quarterly Draft Reports for Contract Compliance [this is only one example of what will be many monitoring activities]	Information sources to be used	NAME and TITLE	Bi-weekly, Quarterly, Annually, etc.	Memo, email, call, etc.	NAME and TITLE	STATUS/NOTES	NAME and TITLE	STATUS/NOTES (ex. reallocate funds)