

# UNIVERSITY OF HOUSTON SYSTEM CONTRACT ADMINISTRATION GUIDE

## INTRODUCTION

The following is a guide for contract administration for the University of Houston System (“UH System”) and all component universities of the UH System. The term “the university” shall be used herein to describe either UH System or a given component university, as appropriate given the context of a particular section of this guide, or a particular contract or transaction that is being entered into by UH System and/or a component university of UH System.

This guide may be revised by the UH System Office of Contract Administration (the “OCA”), which is an office within the UH System Office of General Counsel (“OGC”), from time to time at its sole discretion and its terms are binding on the UH System and all component universities of the UH System, pursuant to UH [System Administrative Memorandum \(SAM\) 03.A.05](#).

### I. PURPOSE AND SCOPE

This guide sets forth requirements applicable to all contractual instruments for services, including but not limited to contractual documents, terms and conditions, leases, letters of agreement, letters of intent, memoranda of understanding, and interagency or intercampus agreements,

- A. Executed on behalf of the university for and on behalf of and/or any unit of the university;
- B. Intended to be binding on the university; and
- C. To which the university is a party or signatory in any capacity, regardless of funding source, amount of funds expended or generated, and whether or not remuneration, monetary or in-kind, is involved, and/or contracts that are not required to be administered with the OGC/OCA.

This guide was created to comply with Board of Regents [Policy 55.01](#), [Policy 53.04](#), UH [System Administrative Memorandum \(SAM\) 03.A.05](#), and applicable federal and state laws, regulations, agency advisory opinions and judicial and administrative determinations.

This guide does not cover contracts for consulting or outside employment entered into by a university employee where the university employee acts as an independent consultant or contractor; contracts pertaining to sponsored projects, programs, activities for research and/or intellectual property which are funded by grants or other external funding sources; or procurement of supplies, goods or equipment that are normally provided by the university’s Purchasing Department.

### II. POLICY

- A. No person has the authority to bind the university contractually, except in accordance with university policy, including without limitation as set forth in this guide.
- B. All contracts shall have all applicable administrative and legal reviews completed and be signed by all parties prior to commencement of any duties/actions by the parties as stipulated in the contract. Board of Regents (“Board”) approval must be obtained in an Open Meeting for certain contracts (see Section III. K of this guide).
- C. Contracts are legally binding on the university only upon execution of the contract by the university official with delegated contractual signatory authority. All delegations of contracting authority must be made [in writing](#), approved by the Chancellor of UH System or the President of a component university (as appropriate), and filed with the OCA by September 1 of each fiscal year in which they will be effective. No employee, officer or

agent of UH System or its component universities shall have the authority to execute contracts unless expressly delegated such authority pursuant to this guide.

- D. Amendments, modifications, extensions or renewals to the original contract must be (a) processed in the same manner as the original contract and (b) reviewed and approved by OGC/OCA. A copy of the original contract must be included with the amendment, modification, extension or renewal at the time the documents are processed for approval. In instances where the original contract was approved by the Board and the aggregate revised contract amount does not exceed 25% of the original contract, the Chancellor is authorized to execute the amendment, modification, extension, or renewal without further action from the Board. In instances where the original contract was not approved by the Board and the aggregate revised contract amount will exceed \$1,000,000, the Board must approve the amendment, modification, extension, or renewal.

### III. GENERAL PROVISIONS

- A. Originating Unit Responsibilities: The originating unit at UH System or a component university (the "originating unit") assumes primary responsibility for a contract, from inception to completion of the transaction. The originating unit is responsible for monitoring and assuring performance in accordance with provisions of the contract and for reporting non-compliance to the College/Division Business Administrator and, as appropriate, to the appropriate Vice President. With regard to real estate matters, the Office of Real Estate Services ("ORES") is the originating unit and is solely responsible for submitting real estate contracts to OGC. Departments of UH System or a component university must work with ORES on real estate matters and OGC will provide needed assistance as requested.
- B. College/Division Business Administrator Responsibilities: The College/Division Business Administrator supporting the originating unit must:
1. Review the contractual documents for business terms, accuracy, appropriateness, availability of funds, and compliance with university policy.
  2. Certify approval of the contractual documents and transaction by signing the [Contract Cover Sheet](#).
  3. Work with the originating unit to obtaining any documents referenced in the contract, such as proof of insurance, exhibits, or attachments, and forward copies with contracts to the OCA.
  4. Develop and maintain a contract management system to ensure that the terms and conditions of each contract are performed in an appropriate manner. The individual(s) responsible for ensuring that the terms and conditions of the contract are met shall sign an appropriate statement acknowledging this important responsibility (See [Contract Cover Sheet](#)). Such documentation, to include an acknowledgement statement and the person's name, title, signature and date of signature, shall be maintained with the records associated with each contract.
  5. Report all contracts pursuant to all contract publication and reporting requirements of the General Appropriations Act and Texas Government Code 2261.253 for agreements which are executed on or after September 1, 2015, whether reviewed by OCA or not, in the manner required by the Division of Administration and Finance for purposes of listing on the university's web site.
- C. Office of Contract Administration: The OCA processes and maintains contractual instruments not otherwise processed by the University of Houston Division of Research

or processed by a component university in accordance with Section V.C. below. This office shall: receive and review all standard and non-standard contracts not otherwise the responsibility of the University of Houston Division of Research or a component university; and provide training for all university departments to facilitate compliance with this guide.

- D. Office of General Counsel (OGC): The OCA is a part of the OGC and as such will advise and assist the originating unit regarding the most appropriate contract form for the purpose specified and related legal issues. All non-standard contracts (with the exception of those that are the responsibility of the University of Houston Division of Research) are to be forwarded to the OCA for legal review, recommendations, and/or revisions. The OGC (acting through the OCA) may prepare and designate certain contracts as “standard” whereby further review and approval as to form may not be necessary, so long as the standard form of agreements have not been altered and other policies related to standard contracts are followed.
- E. Legal Review: [Board Policy 55.01](#) requires review and approval as to form by the OCA of all non-standard contracts prior to execution by the university. See Section V.C. for a discussion of standard contracts.
- F. Duration: The duration of any contractual transaction cannot be specified in a contractual instrument to extend beyond a cumulative period of five consecutive years, including renewal terms. The official with delegated authority must approve exceptions to this time period in writing and such approval must be submitted with the contract to OCA/OGC.
- G. Execution: Contracts are legally binding on the university only upon execution of the contract by the university official with delegated contractual signatory authority, as specified in the [Delegated Signatory Authority Table](#).
- H. Historically Underutilized Business (HUBs): The university will comply fully with the letter and spirit of [Chapter 2161](#) of the Texas Government Code (refer to [Board Policy 55.04](#) and [System Administrative Memorandum 03.B.02](#)).
- I. Record Retention: Each contracting party, including the originating unit, should retain one fully executed copy of the contract in their respective files. If OCA is required to review the contract prior to execution, in accordance with this policy, the originating unit shall forward an electronic copy of the fully executed contract to OCA immediately after contract execution.
- J. Audit Clause: All revenue-generating contracts and all contracts where payment by the university is contingent upon records processed and maintained by another party to the contract shall contain an audit clause. This clause shall give the university the right to access and audit any and all documents pertaining to the contractual relationship held by any party to the contract.
- K. Contracts Requiring Board Approval: Board approval must be obtained in an open meeting for contracts described in [Board Policy 55.01.1](#), including the following contracts:
  - 1. Contracts for the purchase, gift or acquisition of real property;
  - 2. Contracts for the sale, or conveyance of any interests in real property; expressly excluded are utility easements to serve one or more component universities;
  - 3. Real Estate leases, lease renewals and extensions, as lessee, if the obligation of the lease is equal to or greater than \$1,000,000;
  - 4. Oil and gas leases with an expected bonus exceeding \$100,000;

5. Banking agreements for financial institutions which serve as primary depositories for operating or investment purposes of the university;
6. Any single procurement or revenue contract for construction, equipment, goods, and/or services, not specified above, that is expected to exceed \$1,000,000;
7. Any extension, modification, or renewal of an existing contract that would cause the revised aggregate contract amount to exceed \$1,000,000 or that increases the value of a contract previously approved by the Board by over 25%;
8. Any series of contracts that are initiated in the same department for the same goods or services with the same party within a fiscal year, that, if combined in one contract, would require Board approval; and
9. Any other contract the Board might designate as having significant importance to require Board approval.

The Board holds four regularly scheduled meetings per year. The current meetings schedule can be accessed at this [link](#). With the exception of Division of Research contracts, in order to submit a contract for Board approval, each submitter must send the contract with an accompanying, completed Board of Regents' Agenda Cover Sheet to the Office of the Senior Vice Chancellor for Administration and Finance.

#### IV. SPECIAL CONTRACTING REQUIREMENTS

- A. Competitive Procurement Requirements: The university may acquire goods or services by the method that provides the best value, including competitive bidding; competitive sealed proposals; a catalogue purchase; a group purchasing program; or, an open market contract. The following criteria shall be considered in determining best value: the purchase price; the reputation of the vendor and of the vendor's goods or services; the quality of the vendor's goods or services; the extent to which the goods or services meet the institution's needs; the vendor's past relationship with the institution; the impact on the ability of the institution to comply with laws and rules relating to historically underutilized businesses and to the procurement of goods and services for persons with disabilities; the long-term cost to the institution of acquiring the vendor's goods or services; any other relevant factor that a private business entity would consider in selecting a vendor; and, the use of material in construction or repair to real property that is not proprietary to a single vendor unless the institution provides written justification in the request for bids for use of the unique material specified. Furthermore, the following additional criteria shall be considered in determining best value: a vendor proposal must meet the requirements of the university's solicitation document; and a vendor proposal that is non-responsive to the criteria set forth in the university's solicitation document shall be rejected.
- B. Recommendation for Award Form): Regardless of the source of funds or whether a contract is a revenue or expense contract, all contracts must be submitted to OCA for processing with a completed [Recommendation for Award form](#) showing the basis by which an award is recommended, and the reasons for entering into the contract. The Recommendation for Award form must provide information pertinent to all of the following: which procurement method was used (see Section A above); price tabulations outlining the price acquisition process; bases for best value to the university; and the name of the preferred vendor.
- C. Lease of Space by a University Unit: The Chancellor must approve all leases, regardless of the source of funding.

An originating unit that desires to lease space should anticipate working with ORES and OCA at least six months prior to the proposed effective date/start date for the resulting lease agreement to allow sufficient time to formulate lease specifications, evaluate bids, and develop the appropriate lease agreement. With respect to the foregoing, an originating unit must confirm the source of funds before submission of the lease.

- D. Consulting or Professional Services Contracts: See [Texas Government Code, Chapter 2254](#).
1. Consulting Services: “Consulting Service” is the service of studying and advising a state agency in a manner not involving the traditional employee/employer relationship. To “study” means to consider some aspect of the agency in detail. To “advise” means to provide a recommendation or identify options with respect to some course of action. Generally, a true “consultant” delivers information or provides assistance that enables the state agency to take some course of action. When a contract involves a mix of deliverables, it is considered a consulting contract only when consulting services, as defined above, are the primary objective of the contract.
  2. Professional Services: “Professional Services” are those services directly related to the professional licensed practices, such as accounting, architecture, landscape architecture, land surveying, medicine, optometry, professional engineering, real estate appraisal, or professional nursing. Services provided by professionals outside the scope of their profession, e.g., management-consulting services provided by accounting firms, are not considered professional services for the purposes of this policy.  
  
State law requires that selection and award of contracts for professional services be based on the professional’s demonstrated competence, the professional’s qualifications for the type of services to be performed, and a fair and reasonable price, rather than on the basis of competitive bids.
  3. State Agency Reporting: The university is required by the LBB by directive letter dated August 2014 and by law to provide written notice to the LBB not later than the tenth day after the date on which the component enters into contracts for professional services, other than contracts for physician or optometric services, valued at over \$14,000, including an amendment, modification, renewal, or extension of the contract ([Texas Government Code, §2254.006](#)). . Also, the university is required by law to provide written notice to the LBB not later than the tenth day after the date on which the university enters into contracts for construction projects valued at over \$14,000, including an amendment, modification, renewal, or extension of the contract ([Texas Government Code, §2166.2551](#)).
  4. Yearly Report to the Board of Regents: OCA, in consultation with units reporting to the Senior Associate Vice President for Finance, shall compile a report of all contracts for consulting or professional services, where total compensation from system-wide sources to a single entity exceeded \$250,000 during the fiscal year, for submission by the Senior Vice Chancellor for Administration and Finance to the Board of Regents at the first meeting of the next fiscal year (refer to [Board Policy 55.01.4](#)).
- E. Revenue-Generating Contracts. All contractual transactions for which revenues will be generated for the university and/or any unit of the university must comply with requirements set forth in this guide, including review by the Purchasing Director (reviews to determine whether the contract is a revenue generating procurement contract subject to the procurement guidelines), the Office of Tax Compliance (reviews for unrelated

business income tax and other tax reporting compliance), the University Treasurer (reviews revenue contracts \$100,000 or less), Associate Vice Chancellor/Vice President for Finance or designee (reviews for compliance with tax-exempt bond issuance requirements), the Associate Vice Chancellor/Vice President for Administration or designee (reviews to determine if the contract conflict with Auxiliary Enterprise contracts) [review by the aforementioned offices should occur only for revenue contracts over \$50,000 and prior to submission of the contract to OCA], review and processing by the OCA, and execution by the appropriate university Vice President. University units are authorized to arrange for contractual opportunities that generate revenue, if the transaction is directly related to furthering the university's educational, research, extension, public service, or campus support functions. The originating unit is responsible for reporting all revenue and related expense information to the Office of Tax Compliance.

- F. Contracts for Legal Services: Originating units cannot initiate contracts for legal services. All contracts for legal services are initiated only by the OGC and only after approval has been obtained from the Office of the Attorney General for the State of Texas (refer to [SAM 01.D.02, Employment of Outside Legal Counsel](#)).
- G. Contracts for Major Information Systems: The university is required by law ([Texas Government Code §2054.008](#)) to provide written notice to the LBB, not later than the tenth day after the date on which the university enters into a contract for a major information system that, in the aggregate, cost more than \$1,000,000; a service related to computers, including computer software, that costs more than \$1,000,000; and a telecommunications apparatus or device that serves as a voice, data, or video communications network for transmitting, switching, routing, multiplexing, modulating, amplifying, or receiving signals on the network and costs more than \$1,000,000. The Office of Information Technology is responsible for providing appropriate written notice to the LBB.
- H. Electronic State Business Daily (ESBD): The university will post notification on the ESBD of formal procurement solicitations for which the agency expects to pay more than \$25,000 when any non-federal funds will be used to pay for the contract, and more than \$150,000 when only federal funds will be used to pay for the contract. The ESBD can be accessed at this [link](#). A unit that desires to post notification should contact the university's Purchasing Department for assistance with ESBD posting requirements.
- I. Vendor Identification: The university shall report to the Texas Office of the Comptroller each vendor who is indebted to the State or has a tax delinquency. The report must contain information and be submitted in a manner and frequency required by the Comptroller's Office. The contracting unit must obtain the needed vendor information by accessing the Texas Office of the Comptroller at this [link](#); or by contacting the Accounts Payable Department.
- J. Agreements With Other State and Local Government Entities: The university may contract with another state agency for the provision of necessary and authorized services and resources by Interagency Agreement, subject to the requirements of this policy. Assistance may be requested from the OCA.
- K. Federal Agencies. Any and all contracts with federal agencies that are not grant / sponsored research contracts (which are processed by the University of Houston Division of Research's Office of Contracts and Grants) must be sent to OGC/OCA for review, even if they are on a standard contract template, regardless of dollar amount. This requirement includes amendments and renewals of such contracts with federal agencies.

## V. CONTRACT PREPARATION

- A. **Necessary Information:** In order to prepare documents necessary for a transaction, the originating unit must obtain and verify the following information:
- the name, street address, city, state, e-mail address and phone number of the non-university party;
  - the name and title of the person(s) who will sign on behalf of the non-university party, if the party is a corporation;
  - the amount that will be paid or received (if a revenue-generating contract) for the goods or services;
  - the university cost center and account code from which payments will be made or into which revenues will be deposited;
  - a detailed description of goods or services that the university is procuring or providing (if a revenue-generating contract);
  - the start date for rendition of services or delivery of goods or the effective date/start date upon which the term of the contract will commence;
  - the date on which the services will be completed or the goods will be delivered or the term of the contract will expire; and
  - confirmation from the Texas Comptroller that all contracting parties are in good standing with the State of Texas, having no unpaid financial obligations when local (non-state) funds will be used to pay the contractor.
- B. **Contract Cover Sheet:** An electronic copy of the [Contract Cover Sheet](#) form should be obtained from the [OCA web site](#). The originating unit should complete the Contract Cover Sheet, including obtaining all required signatures.
1. **Contracting Accounts:** If the contract procures professional services or consulting services, then the correct account must be included on the Contract Cover Sheet.
  2. **Amendments:** If submitting an amendment to a contract, a Contract Cover Sheet for the amendment must be prepared. The amendment must be accompanied by copies of the original contract (and all addenda) with its Contract Cover Sheet and prior amendments, if any, and with a Contract Cover Sheet submitted for each amendment.
  3. **Amendment – Authorized Signatories:** The authorized representatives of the university (or their designees) and the contractor who signed the original contract must sign the amendment. If, however, the amendment significantly increases the total amount of funds expended by the university, then the next level administrator, in accordance with the [Delegated Signatory Authority Table](#), is the appropriate university signatory.

C. Standard Contracts: Standard contracts are forms that have been approved as such by the OGC pursuant to [SAM 03.A.05](#), Section 6.2. Such forms are available from the OGC or from the OCA.

1. Use: Review by the OGC is unnecessary for a standard contract unless substantive changes have been made in the new agreement, or if the value of the contract (including if increased by amendment):

- is equal to or greater than \$100,000, in the case of contracts for acquisition of goods and/or Services or revenue-generating contracts;
- or
- exceeds \$250,000, in the case of construction or maintenance-related contracts managed by the UH System Office of Facilities, Planning and Construction or managed by a component university's department responsible for facilities management (including Change Orders).

Examples of "non-substantive changes" include changes in the names of the parties, amount of consideration, and the date of entry of the agreement. Substantive changes include the addition or deletion of provisions in a standard agreement or purchase order, or additions of attachments or addenda to a standard agreement or purchase order that contain additional terms and conditions. Such standard contracts that are not submitted to OGC/OCA per this section shall be administered by the appropriate departmental business personnel in accordance with this guide.

Requests for a standard contract designation must be made to the OCA.

Note: Any and all contracts with federal agencies that are not grant / sponsored research contracts (which are processed by the University of Houston Division of Research's Office of Contracts and Grants) must be sent to OGC/OCA for review, even if they are on a standard contract template, regardless of dollar amount. This requirement includes amendments and renewals of such contracts with federal agencies.

2. Limitations: Under Section 6.2 of [SAM 03.A.05](#), unless a contract has been designated as a standard contract by the OCA, the contract must be reviewed and approved as to legal form by the OCA before execution. For the purpose of this section, a contract includes but is not limited to any document, which purports to create binding obligations, rights and/or duties between the university or its component entities and any third party. Contracts requiring OCA review and approval includes documents entitled: "Agreement," "Memorandum of Understanding," "Statement of Intent," or similar designations. Prior review and approval are also required for any addenda or additions to a standard contract or a standard university purchase order or other similar documents that contain additional terms and conditions that have not been reviewed by the OCA.

3. Sponsored Projects: When contracts are generated pursuant to sponsored projects and are funded with sponsored project funds, including line-item appropriated funds, federal funds, or other external funds, the originating unit or program must use the Division of Research's Office of Contracts and Grants standard contracts and must process these contracts through the Division of Research's Office of Contracts and Grants, rather than through OCA.

4. Recurring, Revenue-Generating Services on Standard Forms: Certain standard contracts for recurring, revenue-generating services provided by the university that are based on uniform price lists need not be processed through OCA if the contract value is under \$100,000. Rather, the originating unit is responsible for



processing the documents and maintaining an executed original of each contract. Examples of recurring, revenue-generating services contracts include those for child care services (Child Care Center), student housing, campus card accounts (Cougar 1 Card), short-term space rental (for example, Cullen Performance Hall, University Hilton, Student Center), and underwriting at Houston Public Media.

5. Wording and Alteration. The Business Administrator for the originating unit is solely responsible for ensuring that the wording in standard contracts has not been altered from that approved by the OGC/OCA. If wording has been altered, the contract must be forwarded to the OGC/OCA for review and approval as to form.
- D. Non-Standard Contracts: Some non-university parties prefer to use their contract for a transaction. If a non-standard contract will be used for a transaction, then the contract will be routed to the OCA for review, regardless of dollar amount.
- E. Description: The contract must contain enough detail so that the respective responsibilities of the parties are clearly delineated.
- F. Authorized Signatures: The [Delegated Signatory Authority Table](#) lists appropriate signatories for contract types and levels of funds paid or generated.
- G. Contract Completion: An originating unit should complete the appropriate contract template by downloading the current electronic file of the template and completing the contract. Contracts should not contain handwritten information. A contract is a legal document; therefore, only the parties' signatures should be handwritten.
- H. Contract Documents: The completed Contract Cover Sheet, an appropriate number of originals must be submitted to the OCA for processing, with any exhibits or attachments to the contract. The OCA will forward a copy of the executable contract to the originating unit.
- I. Late Justifications: The originating unit, if submitting a contract to OCA after the planned start or effective date, must provide written justification for such late submission, in form and substance acceptable to OCA.
- J. Insurance Provisions: The originating unit must confirm all insurance provisions with the Office of Risk Management prior to submitting a contract to OCA. This includes revisions to insurance provisions in OCA standard contracts as well as all insurance provisions in non-standard contracts. Unless a waiver is granted, a Certificate of Insurance (COI) must be secured from the contractor to verify coverages.
- K. Processing Time Frames
  1. Processing Time: Contracts should be processed as far in advance as possible before the effective date/start date of the contract or before the start date for rendition of services, delivery of goods, or occupancy of leased space. An originating unit should be cognizant of the time periods required for processing different kinds of contracts. Rush requests for contract review must be sent in writing to OCA with a justification for such rush based on external objective business factors (simply stating that a contract is needed as soon as possible is not an acceptable justification), and OCA shall consider but is not obligated to grant such requests.
  2. Effective Date/Start Date: The effective date/start date of the contract and/or the start date for rendition of services, for delivery of goods, for occupancy of leased space, or for use of leased equipment should be specified with a specific

effective date (which is the preferred method), or as follows: “upon execution by the authorized representatives of the parties.” In the alternative, the effective date/start date should be no sooner than the date on which all applicable administrative and legal reviews have been completed and signed by all parties prior to commencement of any duties/actions by the parties as stipulated in the contract.

3. Competitive Procurement Requirements: All university contractual procurements, whether for goods and services are subject to Section IV.A of this guide. Consult [SAM 03.B.01](#) or the UH System Purchasing Guidelines (as appropriate) to select the appropriate procurement method based on the expected dollar value of the contract, type of contract, and type of funds used to pay for the contract. An originating unit must allow sufficient time for submittal and processing of solicitations by Purchasing to assist with soliciting, receiving, and processing, pursuant to the policies and guidelines mentioned above. The OCA should review all ITB, RFPs, RFOs, and RFQs (as such terms are defined in [SAM 03.B.01](#) or the UH System Purchasing Guidelines (as appropriate)) for compliance prior to release for matters that require Board of Regents’ approval or relate to the construction or demolition of any structures on UH System’s or a component university’s property.
4. Board of Regents’ Approval: Contracts requiring Board of Regents’ approval, as specified in Section III.K. and the [Delegated Signatory Authority Table](#) linked this guide, must be submitted for processing to the OCA and to the Senior Vice Chancellor/Vice President for Administration and Finance a minimum of 60 calendar days prior to the date of the Board meeting at which approval will be sought.
5. Standard Contracts: All standard contracts should be submitted for processing to the appropriate contracting office at least 10 business days prior to the effective date/start date of the contract (see Section V.C.).
6. Non-Standard Contracts: All non-standard contracts should be submitted for processing to the OGC/OCA at least 15 business days prior to the effective date/start date. The additional time is needed for legal review.

## VI. PAYMENT

### Payment on Contracts:

- A. Contract Number and Dates: Payments must be initiated by an originating unit on a PO voucher sent to Accounts Payable. The PO voucher makes payment against the purchasing order used to encumber the contract. The appropriate account(s) must be used, and the authorized voucher approver for the originating unit must approve the PO voucher. The “contract number” is defined as the number issued by the OCA or the originating unit, as applicable (see Section V.C.5.). The contract number and contract start and end dates must be typed in the PO Comments field of the PO, which is linked to the PO voucher.
- B. Completion, Submittal of Documentation: The originating unit is responsible for attaching all pertinent documents and providing all required information on the PO voucher submitted to the Accounts Payable Department.
- C. Payment or Reimbursement for Contractor’s Expenses: Contractor expenses may only be directly paid by the university or reimbursed to the contractor if the contract permits the payment or reimbursement of expenses. The contract must indicate the maximum

amount of expenses that can be paid or reimbursed. All expenses must be supported by detailed receipts or invoices.

## VII. OVERSIGHT AND CLOSEOUT

- A. Designated Contract Manager: As stated in Section III.A. of this Guide, the originating unit assumes primary responsibility for a contract, from inception to completion of the transaction. Such originating units should select a designated contract manager who is responsible for ensuring that the contract requirements are satisfied for contracts that the originating unit is responsible for.
1. This person must be designated in writing.
  2. When responsibility is transferred, it must also be acknowledged in writing by the new originating unit contract manager.
  3. The delegation(s) must be maintained with the contracts.
  4. As per Section III.I. of this Guide, the originating unit contract managers should maintain copies of contracts and contract changes (amendments, extensions, modifications, renewals).
- B. Oversight and Monitoring: Contract monitoring requirements must be flexible as contracts are unique and specific, and as such there is no single set of monitoring requirements. Originating unit contract managers should use their best professional judgment in determining monitoring processes.
1. The contract management processes should be suitable for the nature, complexity, and value of the contract.
    - i. Monitoring activities for a contract that is a one-time service, such as a speaker at an event, may be as simple as confirming that the speaker did actually make their presentation, and that the payment amount agrees to the contract, before processing the voucher.
    - ii. Monitoring activities for a contract that covers a long period of time, has a high cost, or is highly complex may require the development of detailed checklists of things to monitor, and the creation of a monitoring schedule.
  2. Common items for monitoring include, but are not limited to:
    - i. Ensuring that services are performed and goods are received.
    - ii. Ensuring that invoices and pricing are in accordance with the terms of the contract.
    - iii. Ensuring that deliverables (reports, schedules, plans) are provided in accordance with the terms of the contract.
    - iv. Ensuring that schedules are maintained so that the work does not extend beyond the performance period.
    - v. Ensuring that work occurs only between the contract start and end dates. Originating unit contract managers should use some means to identify contract end dates in sufficient time to allow for contract amendments, extensions, or new procurements before the end of the existing contract. This helps to ensure that there are no service disruptions.

- vi. Ensuring that funding is available, and appropriately encumbered in accordance with System and Campus policies, Purchasing Guidelines, and this Contract Administration Guide.
  - vii. Ensuring that amendments, extensions, and other changes that increase the contract value are appropriately reported for approval.
  - viii. Ensuring that amendments, modifications, extensions, and renewals are used to update the monitoring requirements.
  - ix. Ensuring that contracts are appropriately closed out.
- C. Closeout: Originating unit contract managers should make sure that contracts are appropriately closed out upon completion/termination of a contract. As is the case for contract monitoring, there is no single set of closeout requirements because of the uniqueness of each contract and underlying transaction. However, in general the following items should be confirmed at closeout: (i) all deliverables have been provided, (ii) there are no outstanding issues, (iii) if necessary, extensions are obtained if needed to complete work, (iv) contract/work audits are conducted (if required), (v) a final invoice (if required) has been received, and (vi) final payment has been made. With respect to construction contracts, the originating unit contract manager should ensure that the proper construction completion requirements have been mutually agreed upon and that they have been achieved by the contractor before final payment is made.

## CONCLUSION

The policies and procedures set forth in this Contract Administration Guide must be followed by all originating units at UH System and all UH System component universities for contract administration.

Note: This guide incorporates by reference the Texas State Comptroller's [Texas Procurement and Contract Management Guide](#). OCA strongly suggests that all originating units review the Texas Procurement and Contract Management Guide for additional details on best practices and Texas state law regarding contracts. Furthermore, all originating units should continue to consult the [OCA Contract Management Handbook](#) for training purposes.

To the extent any originating units have questions regarding these policies and procedures, such questions should be sent to OCA for discussion.