Follow-up of Auditor General’s Report #2009-023
DEPARTMENT OF CORRECTIONS
CONTRACT MANAGEMENT AND MOTOR VEHICLE RECORDS
Review Report #A09017F
May 20, 2009
TO: Walter A. McNeil  
Secretary  

FROM: Walt Murphree  
Interim Inspector General  

DATE: May 20, 2009  

SUBJECT: FOLLOW-UP AUDIT REPORT # A09017F – THE OFFICE OF THE AUDITOR GENERAL’S, DEPARTMENT OF CORRECTIONS CONTRACT MANAGEMENT AND MOTOR VEHICLE RECORDS OPERATIONAL AUDIT, REPORT NUMBER 2009-023  

The Bureau of Internal Audit performed a follow-up audit to the Office of the Auditor General’s Department of Corrections, Contract Management and Motor Vehicles Records, Operational Audit, Report # 2009-023, issued in October 2008. The objective of this follow-up was to determine the corrective actions taken on reported audit findings and whether actions taken achieved the desired results as intended by management. The scope of our follow-up consisted of obtaining from the Office of Administration and Institutions a written response of actions taken to correct reported findings. The follow-up response was then evaluated to determine if management’s actions were adequate and timely. We have evaluated the response to each finding and have assessed that appropriate action has been taken or is being taken to address the issues identified in the report. No further follow-up is necessary for this audit.

Richard D. Davison, Deputy Secretary  
Bonnie Rogers, Chief of Staff  
George Sapp, Deputy Secretary for Institutions and Re-entry  
Mark Redd, Assistant Secretary for Institutions  
Millie Seay, Director of Administration  
Bob Staney, Chief of Procurement and Supply  
Charlie Terrell, Chief of Institutional Support Services  
Kathy DuBose, Director of Joint Legislative Auditing Committee
BACKGROUND

The Department was created by Section 20.315, Florida Statutes, for the purpose of protecting the public through the incarceration and supervision of offenders, and rehabilitating offenders through the application of work, programs, and services. The head of the Department is the Secretary, who is appointed by the Governor and subject to confirmation by the Senate. Department operations are governed by the provisions of Section 20.315 and Chapters 944, 945, 946, 948, and 958, Florida Statutes.

This operational audit of the Department of Corrections (Department) focused on contract management and motor vehicle records. The audit covered the period July 2006 through February 2008, and selected Department actions through September 9, 2008.


OBJECTIVES

Our follow-up objectives were to determine:
- what corrective actions were taken on reported audit findings, and
- whether actions taken achieved the desired results as intended by management.

SCOPE AND METHODOLOGY

A request was made to the Office of Administration and Institutions for a written response on the status of corrective actions taken.

RESULTS OF FOLLOW-UP

Finding 1: Information recorded in the Department's contractual services contract database and used for contract planning, monitoring, and reporting was not always accurate.
**Recommendation:** To provide Department decision makers with the data necessary for effective contract management, the Department should take steps to remedy the inaccuracies noted within the contractual services database and to ensure that information recorded in the database is both current and accurate.

**Management’s Original Response:** The Department concurs that it is important to maintain accurate and up-to-date information in the contract database utilized by the Bureau of Procurement and Supply. Maintenance of the contract database will continue to be emphasized in staff meetings and internal training as additional personnel use the system. The Bureau of Procurement and Supply will also work with the program areas to ensure more accurate information is provided on the Request for Contractual Services concerning the dollar value of the contracts.

**Management’s Follow-Up Response:** The Department strives to maintain an accurate and up-to-date information data base for all contracts and agreements. Staff meetings have included reminders focusing on the need for accuracy in our database (ACCESS) and the value it serves in report production. Periodic reviews of the data base by supervisory staff are conducted approximately every two weeks using various reports including a staff activity report and a 90 day contract expiration report. Spot checks for accuracy are also made as ad hoc reports are developed. Cost estimates are taken from the Request for Contractual Services (RCS) form which is reviewed and signed by budget staff.

**Finding 2:** For one contract tested, Department contract files did not always contain a cost-benefit analysis or other documentation justifying, prior to execution of the amendment, management’s decision to amend the contract.

**Recommendation:** To demonstrate that Department decisions justify that contract amendments are in the best interest of the State, we recommend that, prior to executing all contract amendments, the Department ensure the preparation of cost-benefit analyses or other written justifications showing the benefits to the State. Such cost-benefit analyses or written justifications should be retained in Department contract files.

**Management’s Original Response:** The Department concurs with this recommendation. Even though documentation may have been missing in the sample, the Department always strives to negotiate contract terms that are in the best interest of the State. To promote this, applicable program areas will develop a cost benefit analysis which addresses the benefits to the State for contract amendments in the event that the amendments significantly change the scope of service and/or significantly change the compensation portion of the contract. In those cases where the scope of service and/or the compensation portion of the contract are not significant, written justification (e.g., e-mail) incorporating the benefits to the State would continue to be initiated by applicable program area.

The Contract Management Assistance Section, located within the Bureau of Procurement and Supply, provides instruction during a course entitled “Overview of Contract Management”, on Cost Benefit Analysis and also on Value Analysis. Attendees are provided instruction and given a handout regarding the Cost Comparison Process. A Contract Advisory 06-01 entitled Contents of the Contract Manager File, (issued in December 2006) informs Contract Managers to maintain documentation evidencing cost or price analysis in the Contract Manager contract file.
To add emphasis, the Bureau of Procurement and Supply will initiate and post on the Department’s intranet a Contract Advisory regarding contract amendment justifications and documentation to be maintained in the Department’s contract file and highlighting the benefits to the state.

Management’s Follow-Up Response: The Department endeavors to negotiate contract terms that are in the best interest of the State. To ensure compliance, the Department issued Contract Advisory 08-01, Contract Amendment in November 2008 (attached). This advisory instructs contract managers on procedures to use when preparing amendments. The following issues are addressed:

- An amendment refers to a change, addition, alteration, correction, or revision to a bid or contract document.
- In the event that contract amendments significantly change the scope of service and/or significantly change the compensation portion of the contract, applicable programs areas will need to develop a cost benefit analysis or otherwise provide written justification which addresses the benefits to the State.
- The cost benefit analysis must be based on the same scope of service/amendment, where applicable, and include all significant identifiable costs.
- Some cost factors to be considered include, but are not limited to the following: 1) Department costs, 2) Contracting out costs, 3) Direct costs, and 4) Indirect costs.

In those cases where the scope of service and/or the compensation portion of the contract are not significant, written justifications (e.g., emails) incorporating the benefits to the State would continue to be initiated by the applicable program area.

The Bureau of Procurement and Supply will be incorporating this Contract Advisory into the trainings sessions and provide a hard copy to managers as part of the handout package during the “Overview of Contract Management” trainings.

Copies of cost benefit analyses and/or written justifications are placed in the contract file.

Finding 3: The Department had not fully developed and implemented Departmentwide written contract monitoring policies and procedures.

Recommendation: The Department should continue its efforts to implement effective Departmentwide contract monitoring procedures. As contract monitoring procedures are implemented, the Department should also ensure that the program area monitoring methodologies are aligned with the new procedures.

Management’s Original Response: On September 9, 2008, DC Procedure 205.013, “Contract Management and Monitoring” was approved by the Secretary of the Department and posted to the Department’s intranet under “What’s New”. The purpose of DC Procedure 205.013 is to outline the responsibilities and guidelines to enable contract managers to monitor and enforce the terms and conditions of the contract. In addition, this procedure serves as a department wide “framework” for all program areas to operate by, and also provides guidance when developing their program specific procedures. The requirements of a program area specific monitoring procedure will still be performed in addition to those identified in DC Procedure 205.013.
The Bureau of Procurement and Supply will be incorporating this procedure into the trainings sessions and provide a hard copy as part of the handout package during the “Overview of Contract Management” and “Contract Monitoring” trainings. This section will not only continue to work with the program areas regarding the implementation of this policy as the overall “framework” in the management and monitoring of departmental contracts, but also in promoting the alignment of program area monitoring methodologies with DC Procedure 205.013.

Management’s Follow-Up Response: On October 22, 2008, “Overview of Contract Management” training was conducted in Region IV, and DC Procedure 205.013, was incorporated into the training handout package.

Finding 4: Department program areas did not always fully develop, implement, or follow contract monitoring procedures specific to each program area.

Recommendation: As applicable, Department program areas should ensure that consistent and thorough contract monitoring is performed by:
- Developing monitoring plans enumerating planned monitoring activities for all contractual services contracts;
- Designing checklists or other monitoring instruments that include all key contract requirements;
- Consistently and timely performing monitoring site visits;
- Obtaining and following up on corrective action plans for all monitoring report findings; and
- Ensuring that contract terms facilitate the execution of program area monitoring procedures.

Management's Original Response: The Department concurs with this recommendation. With the approved DC Procedure 205.013, this will foster and facilitate consistency in the management and monitoring of Department contracts. Future emphasis relating to a risk-based approach of contract monitoring will be addressed in a Risk Assessment training that will be conducted by the Contract Management Assistance Section. This training is tentatively scheduled to be provided during the fall of 2008.

Contract Advisory 05-03, “Contract Monitoring Checklist” provides guidance to the contract managers identifying components that need to be considered in the planning phase of contract monitoring.

In addition, Contract Advisory 05-01, “Contract Monitoring Techniques” informs the Contract Manager that it is incumbent upon him/her to establish a monitoring schedule at the beginning of each fiscal year and to maintain supporting documentation that the schedule has been adhered to in the Contract Manager’s file.
DC Procedure 205.013 (2)(b)5., instructs the program areas to submit a monitoring schedule to the Bureau of Procurement and Supply, at the start of each fiscal year, for all contracts managed by a contract manager, and scheduled to be monitored during that fiscal year. Since the new procedure went into effect in September 2008, various management personnel of program areas were advised that the monitoring schedule should be remitted by January 1, 2009 to the Bureau of Procurement and Supply.

Contract Advisory 06-08, “Corrective Action Plan” provides guidelines to Contract Managers regarding the definition of a corrective action plan, reference to contractual language addressing the process, and timeframes of a corrective action plan, what warrants a corrective action plan, follow-up visits, repeat findings, etc.

The Bureau of Procurement and Supply will continue to work with the various program areas to promote consistency in the management and monitoring of contracts.

**Management’s Follow-Up Response:** The Bureau of Procurement and Supply has developed DC Procedure 205.015, entitled “Monitoring Plan” (attached) and is currently in the routing process for review and approval. The purpose of this procedure is to outline the responsibilities and guidelines to enable contract managers to develop and submit a fiscal year monitoring plan for review and approval to the appropriate assistant secretary or office director of the program area by July 1st of each fiscal year.

On March 26, 2009, a pilot training class was conducted by the Bureau of Procurement and Supply regarding DC Procedure 205.015, “Monitoring Plan” to explain the purpose and the completion of the monitoring plan. Also incorporated as part of this training was discussion regarding Risk Assessment and the completion of the Risk Assessment Worksheet Instrument. This training will be provided to the program areas tentatively scheduled by the end of this fiscal year end.

Once this procedure is signed by the Secretary, it will be incorporated into the training provided by the Bureau of Procurement and Supply entitled “Monitoring Plan”.

**Finding 5:** Management did not ensure that Department motor vehicle information was accurately entered into the Equipment Management Information System or that supporting documentation was retained.

**Recommendation:** Department management should take the necessary actions to ensure that required information is input into EMIS in an accurate and complete manner and that all receipts and other relevant supporting documentation are maintained.

**Management’s Original Response:** Procedures are in place requiring motor vehicle records to be accurately completed and resulting information be entered into the Equipment Management Information System. The necessity to comply with established rule in completing the Motor Vehicle Record will be re-enforced with all Department of Corrections staff. The staff responsible for entering accurate information into EMIS will be instructed to comply with the Department of Corrections procedure. The Department will retain the EMIS monthly exception report for post audit purposes.
Management’s Follow-Up Response: The Central Office Fleet Manager emails quarterly to each Regional Fleet Representative the requirements of maintaining the paper and electronic documents as required by procedure. The fleet representatives are informed quarterly of the importance of entering the appropriate information on all forms and electronic media to capture accurate data for the establishment of the reports needed to efficiently manage a fleet of 3,000+ vehicles. Monthly telecommunications with the Regional Fleet Representatives are also utilized to reinforce and emphasize the necessity of accurate and timely information. In addition to the quarterly and monthly processes the department’s EMIS users have access to the EMIS report module and run reports to ensure compliance is emphasized.

This follow-up audit was conducted in accordance with the International Standards for Professional Practice of Internal Auditing as published by the Institute of Internal Auditors. This follow-up audit was conducted by Jim Crews. Please address inquiries regarding this report to Paul R. Strickland, Chief Internal Auditor, at (850) 410-4127.
Contract Amendment

Background: The purpose of this advisory is to provide information and guidance to Contract Managers regarding contract amendments to ensure they are requested and executed in the best interest of the State.

Reminder: An amendment refers to a change, addition, alteration, correction, or revision to a bid or contract document.

Any changes to the contract, including modifications, renewals, extensions, must be in the form of an amendment, unless otherwise specified in the contract.

It is the Department's objective to negotiate contract terms that are in the best interest of the State. In order to promote this, in the event that contract amendments significantly change the scope of service and/or significantly change the compensation portion of the contract, applicable program areas will need to develop a cost benefit analysis or otherwise provide written justification which addresses the benefits to the State. Refer to DC Procedure 205.103(2), Contract Management and Monitoring for further assistance.

A valid cost benefit analysis of performing the services by the Department, versus acquiring it through contracts/amendments with the private sector, requires an accurate determination of the costs of both options. The cost benefit analysis must be based on the same scope of service/amendment, where applicable, and include all significant identifiable costs. Some cost factors to be considered include, but are not limited to the following:

- Department costs – costs associated with the Department performing the service utilizing state employees.
- Contracting out costs – amount to be paid to the contractor and the related in-house costs that will be incurred by the Department as a result of contracting-out for a service (e.g., contract price, contract administration cost, Department furnished resources, etc.).
- Direct Costs – costs that can be identified specifically with a particular cost objective (e.g., labor, fringe benefits, raw materials, travel, office and equipment rental, utilities, telephone, insurance, additional benefits – competitive area differentials, on-call fees, incentive pay, uniform allowances; supplies, etc.).
- Indirect Costs – costs that are incurred for a common or joint purpose benefiting more than one function (e.g., administrative costs incurred, but not charged or billed to an individual project or program).

Request for amendments should be forwarded to the Bureau of Procurement and Supply. Documentation of the analysis and amendment needs to be maintained in the contract manager's file.

Contract Advisory 06-01 entitled, "Contents of the Contract Manager File" informs Contract Managers to maintain documentation evidencing cost or price analysis in the Contract Manager contract file.

TIPS: When developing a contract-specific monitoring tool, remember to update the monitoring tool to incorporate scope of service amendments, where applicable, requiring oversight and monitoring. (Refer to DC Procedure 205.013(1)(g))

If you have suggestions for future topics, please send an e-mail to Lisa Stokes, OMC Manager, CMAS at stokes.lisa@mail.dc.state.fl.us
PROCEDURE NUMBER: 205.015

PROCEDURE TITLE: MONITORING PLAN

RESPONSIBLE AUTHORITY: OFFICE OF ADMINISTRATION

ISSUE DATE:

ANNUAL REVIEW: NONE

SUPERSEDES: NONE

RELEVANT DC FORMS: DC2-5004

OTHER RELEVANT FORMS: NONE

ACA/CAC STANDARDS:


FLORIDA ADMINISTRATIVE CODE: CHAPTER 60A-1 AND SECTION 28-110.005, F.A.C.
**PURPOSE:** To outline the responsibilities of contract managers and guidelines for the development and submission of a fiscal year monitoring plan.

**DEFINITIONS:**

(1) **Contract Manager** refers to the designated agency staff person that has the technical expertise to handle all aspects of contract management and monitoring throughout the duration of the contract.

(2) **Contract Monitoring** refers to the acquisition, review, and reporting of information about the contractor's compliance with the administrative and/or programmatic terms and conditions of the contract.

(3) **Contractor** refers to a person or firm who contracts to sell commodities or contractual services.

(4) **Corrective Action Plan**, where used herein, refers to a contractor’s plan for the correction of non-compliant issues discovered during an internal or external agency monitoring review. The contractor prepares the corrective action plan in response to the official notice provided in the monitoring/audit review.

(5) **Monitoring**, where used herein, refers to the acquisition, review, and reporting of information about the contractor’s compliance with the terms and conditions of the contract.

(6) **Monitoring Plan**, where used herein, refers to a summary of the department’s (i.e., program area) planned monitoring activities for the current fiscal year end monitoring cycle. The monitoring plan is risk-based to provide the most effective coverage of the program area’s contracts.

(7) **Program Area**, where used herein, refers to a department bureau or office responsible for requesting, managing, monitoring, and maintenance of specific services, contracts, and files.

(8) **Risk Assessment** refers to the identified level of risk associated with each contract and will assist in determining the frequency of monitoring, specific areas of the contract to be monitored (objective of the monitoring), and how a contract is to be monitored.

**SPECIFIC PROCEDURES:**

(1) **CONTRACT MANAGER:** The contract manager will be designated by the program area in each contract. The contract manager will be a bureau chief or office supervisor, warden, regional health services manager, or a comparable position or higher as appropriate.

(2) **PROGRAM AREA:** The program area will develop and submit a fiscal year monitoring plan for review and approval to the assistant secretary or office director of primary responsibility by July 1st of each fiscal year. Upon review and approval, the monitoring plan will be signed and
dated by the assistant secretary or office director. The monitoring plan will consist of the following components:

(a) **Total Number of Contracts to be Monitored:**
1. The monitoring plan will identify all contractual service contracts within the respective program area.
2. The following information will be incorporated into the monitoring plan for each contract (i.e., Excel spreadsheet):
   a. contract number;
   b. contractor name;
   c. program name;
   d. annual estimated contract dollar amount;
   e. total estimated contract dollar amount; and
   f. risk assignment (i.e., rating score).
3. The monitoring plan will need to be revised throughout the year as new contracts are added or expired contracts deleted.

(b) **Monitoring Cycle:** Each program area will indicate if their monitoring cycle is based on the state fiscal year (July 1st through June 30th) or the federal fiscal year (October 1st through September 30th). This cycle dictates when the new monitoring year for the agency begins and ends; thereby defining the timeframe the program area has to complete the monitoring reviews.

(c) **Monitoring Guidelines/Procedures:** A sample monitoring guide for each state and/or federal program that includes all monitoring requirements will be included in the monitoring plan. The guide(s)/procedures will serve as a summary of the monitoring work to be performed.
1. Each program area will develop monitoring guides/procedures that reflect the program’s specific monitoring requirements, as well as the applicable core programmatic areas (e.g., in the Office of Health Services, core programmatic areas include, but are not limited to, a breakdown of contracts types/functions such as staffing, physicians, and hospitals, etc.).
2. The guides/procedures will meet both the program and fiscal needs (i.e., program area specific monitoring guidelines and procedures outlining program specific criteria, internal policies, technical bulletins, etc.).
3. Regardless of the approach taken, program areas will ensure that the applicable core monitoring areas and the program’s specific monitoring requirements are well documented in the guides/procedures utilized.

(d) **Monitoring Staff:** Dedicated staff and/or those performing monitoring activities will need to be identified (e.g., name, title, and location/facility) in the monitoring plan.
1. To the extent possible, there will be a separation of duties between monitoring staff and program operations to allow for independence and objectivity.
2. To the extent possible, monitoring personnel will have duties that are segregated from program and fiscal management, program development, technical assistance, or any other function related directly to program administration.
3. Possible conflicts of interest will be disclosed. It is recommended that all monitoring staff complete a “Conflict of Interest Questionnaire,” DC2-5004, for each review they
participate in. The original, signed DC2-5004 will be forwarded by the contract manager to the Bureau of Procurement and Supply and a copy maintained in the contract manager’s file.

(e) **Program Description:** The purpose of the program description within the monitoring plan is to provide an overview of the programs being monitored.
1. A brief, high-level description of each state and/or federal program being monitored will be incorporated into the monitoring plan. (e.g., staffing contracts, physician contracts, hospital contracts, specialty/ancillary services, substance abuse, residential, work release center, etc.).
2. This description will provide an overview of information including, but not limited to:
   a. purpose of the program;
   b. program’s main objective; and
   c. population being served.

(f) **Risk Assessment and Assignment:** When selecting and prioritizing contracts for monitoring each fiscal year, one of the factors that the program area should consider is the risk that the contractual service poses to the department.
1. A risk assessment will be completed for each contractual service contract by July 1st of each fiscal year in order to make this determination.
2. A ranking of high, medium, or low risk will be assigned to all contractual service contracts (e.g., a legend indicating the range of the rating score: XXX points = high, XX points = medium, and X points = low).
3. The volume and value of contracts that a single contractor has with the department may affect its overall risk assignment.
4. Based on the results of the risk assessment and the allocation of limited available staff resources, the program area will define the types of monitoring to be performed (e.g., combination of on-site and desk monitorings and specify what types of monitoring will be performed for high-risk versus medium risk versus low risk contracts).
5. Consistent and uniform risk assessment of contracts permits the department to systematically apply its monitoring resources to contracts with the greatest level of risk.

(g) **Criteria Used to Assign Risk:** An explanation of the criteria used to assign risk to contractual service contracts will be included in the monitoring plan. The criteria chosen will be applicable to the program area’s specific programs. The criteria will be used in determining the priority of contractual service contracts to be reviewed and the level of monitoring to be performed. Utilization of the risk assessment will assist a program area in determining how often each contractual service contract will be monitored.
1. When using a risk assessment, the program area staff will target areas that help identify the contractor’s risk level, such as:
   a. financial problems that could lead to diversion of program funds;
   b. loss of essential personnel;
   c. loss of license or accreditation to operate the program;
   d. rapid growth, new activities, or services;
   e. organizational restructuring; and
   f. complaints regarding program and/or fiscal operations.
2. Recommended criteria for inclusion in the risk assessment document includes, but is not limited to:
   a. contracted dollar amount (e.g., the higher the contract dollar amount, the higher the risk the department assumes in contracting with a contractor);
   b. impact of the contractual services as defined regarding the department’s mission and the complexity and critical nature of each service category;
   c. number of inmates/offenders served (e.g., the more inmates/offenders served, the higher the risk);
   d. last monitoring visit conducted (e.g., the intensity and period of time since the last monitoring visit should be a heavily weighted factor in the risk assessment);
   e. corrective actions as a result of monitorings/audits/licensing (e.g., contractors who have previously had serious financial, administrative, or programmatic non-compliance issues or have had difficulty being responsive to department requirements expose the department to greater risk than those who have not);
   f. business soundness (e.g., a higher risk occurs where a contractor has made changes in its key executives such as chief executive officer, executive director, financial manager, or clinical director within the past year);
   g. accreditation (e.g., a higher risk occurs where a contractor does not maintain accreditation requirements);
   h. contract experience/history (e.g., a higher risk occurs where the department has no contracting history with a contractor);
   i. contracts which serves multiple regions (e.g., statewide contract versus regional);
   j. historical information; and
   k. anticipated changes.

(h) Monitoring Schedule:
1. The contract manager or designee will submit a monitoring schedule to the Bureau of Procurement and Supply, at the start of each state fiscal year (July 1) or if federal fiscal year (October 1), in accordance with “Contract Management and Monitoring,” Procedure 205.013. The Bureau of Procurement and Supply may request an updated monitoring schedule during the course of a given state fiscal year or federal fiscal year end basis from programs with significant contract changes.
2. The monitoring schedule will be developed in an Excel spreadsheet format and will include, but not be limited to:
   a. contract number;
   b. name of contractor;
   c. risk assessment rating score;
   d. frequency of monitoring (e.g., annually, semi-annually, quarterly, monthly, etc., and indicate whether conducted by on-site visits, desk reviews, interviews, etc);
   e. beginning date of the contract;
   f. ending date of the contract;
   g. date on which the monitoring is to begin;
   h. date when monitoring is completed;
   i. corrective action plan required (yes or no);
   j. scheduled follow-up date;
   k. date follow-up corrective action plan is completed; and
   l. corrective action plan completed (yes or no).
(i) provide copies of all monitoring plans to the Bureau of Procurement and Supply and the Bureau of Internal Audit.

(j) **Optional Inclusion into the Monitoring Plan:**
   1. **Summary of Findings:** The monitoring plan may include a summary of findings identified by the program area(s) during the previous monitoring year.
      a. If included, the summary will highlight those core areas and program areas in which non-compliant findings were most prevalent.
      b. Over time this information can be used to identify problematic areas and decisions can be made to determine if modifications to the contract terms and conditions, program policies, etc., are warranted.
   2. **Corrective Action Process:** The department’s contracts generally contain language addressing corrective action plans and requested timeframes for submission. In addition, Contract Advisory 06-08 entitled, “Corrective Action Plan,” located on the Bureau of Procurement and Supply’s website at http://dcweb/co/purchasing/advisories/index.html, provides information and guidance to contract managers regarding corrective action plans submitted by contractors.
      a. If the program area elects to include the optional component of the summary of findings into the monitoring plan, the program area should include a brief summary of the program area’s corrective action process.
      b. The summary should indicate staff within the program area who are responsible for reviewing and approving the plans and the estimated timeframes given to correct any deficient issue.

(3) **BUREAU OF PROCUREMENT AND SUPPLY:** The Bureau of Procurement and Supply, will:

(a) provide training and guidance to program areas in developing monitoring plans;

(b) review the monitoring schedule and follow-up with the contract manager to ensure that monitorings are being conducted in accordance with the monitoring plan; and

(c) verify with the contract manager whether or not corrective action plans have been received and that areas previously found to be in noncompliance are now in compliance.