

ULSTER COUNTY COMPTROLLER'S OFFICE

Elliott Auerbach, Comptroller



December 28, 2015

Review of Contract Compliance

The mission of the Ulster County Comptroller's Office is to serve as an independent agency of the people, to protect the public interest by monitoring County government and to assess and report on the degree to which its operation is economical, efficient and its financial condition sound.

Background & Objectives of Contract Compliance Review

The Office of the Ulster County Comptroller has conducted a routine Review of Contract Compliance. A total of five contracts – each with a different contractor – were selected across three different units of county government. The objectives of the review were to:

- Review the terms associated with each contract and ensure compliance with its scope of services, testing specific contract requirements at our discretion;
- Review required reports, ensuring they were timely filed and all required terms and conditions were included;
- Review billings, comparing them to billing requirements noted in the contracts’ terms and conditions; and
- Review contractor records in relation to contract requirements.

Ulster County (County) enters into numerous contracts for a variety of reasons in order to achieve its overall mission of fostering a thriving environment that makes people want to live, work, and visit this community. Contracts for goods and services account for a significantly large expenditure of County funds. Accordingly, it is the County’s job to ensure those monies are spent appropriately and with due regard for a contract’s arching purpose, as well as its stated terms and conditions.

Overview of Guidelines Relating to Contract Compliance & SMART Contract Terms

Every agency should have a process to monitor and evaluate a contractor’s performance to determine whether goods or services have been delivered in accordance with the contract’s terms and conditions. Effective contract monitoring ensures that the County ultimately receives the good or service, provides a basis for payment, supports programmatic objectives, and helps reduce the risk of fraud and waste. In allocating resources toward contract monitoring, a risk-based approach should be employed where each contract is assessed but high risk contracts are monitored more closely. The foundation of effective contract monitoring is well-defined contract terms.

We have researched and utilized the New York State Office of the State Comptroller’s (OSC) guidance on contract compliance and monitoring as a basis for evaluating the contracts reviewed. OSC guidance provides sound logic surrounding the contract process – from the initial drafting stages, including the terms and conditions that should be part of the agreement, to the monitoring phase of a contract.

OSC guidelines suggest that contract terms be *Specific, Measureable, Achievable, Relevant, and Time-bound* (SMART). The following chart describes each of the SMART terms in greater detail:

Specific:	Scope and purpose of the contract; the contract period; services to be performed and, where necessary, the specific individuals to perform the services; commodities to be provided; location(s) where the work is to be performed; and the actions that will occur in the event the contractor does not comply with contract terms (e.g., corrective action, repayment of overcharges, full fiscal review of all invoices, and contract termination)
Measurable:	Quantities of commodities or service to be provided; number and nature of clients served; target dates; unit or fixed prices for goods and services; level of expertise required to perform the required work, such as professional licenses, certifications, and educational degrees
Achievable:	Realistic deliverables from the contractor or specific circumstances in which the contractor may subcontract for commodities and services outside the contractor's area of expertise
Relevant:	Performance requirements essential for the contract; record keeping and reporting requirements; billing requirements, such as a full description of goods or services provided, personnel listed by name, title, and hours worked, whether invoices should be electronic or paper, method for submitting invoices, and signatures or authorizations required
Time-bound:	Specific dates or deadlines for delivery of the goods and services; time frames for billing

The SMART contract terms provide a basis for contract monitoring and evaluation. If it is determined during the monitoring process that certain contract terms were not SMART or separate issues were otherwise identified then they should be clarified or remedied in a subsequent amendment or contract as applicable.

Contract Monitoring Methodology & Criteria

Effective contract monitoring begins with a contract that is developed around the SMART basis and includes seven steps to ensure the contract is in compliance with its terms and conditions. Effective contract monitoring also should include a capable individual who is assigned to monitor the contracts of each department.

The monitoring process is quite detailed and includes parameters that those who monitor contract activities should have a degree of familiarity with contract terms, applicable legal and regulatory requirements, relevant agency policies and guidelines, and potential fraud schemes. The monitor should sufficiently demonstrate the requisite level of competence and expertise in programmatic and fiscal contract supervision, observation, analysis, written and oral communication, judgment, problem solving, conflict management, and interpersonal skills needed under the circumstances.

The monitoring process should incorporate the following steps*:

1. Identifying and prioritizing a list of contracts to monitor;
2. Understanding contract terms and other requirements;
3. Identifying risks;
4. Prioritizing risks;
5. Determining responses to the risks;
6. Designing and implementing monitoring activities; and
7. Following-up.

*See **Appendix A** for a detailed description of the steps.

Observations & Results of Contract Compliance Testing

In total, five contracts were selected from three governmental entities within the County: two from the Youth Bureau, one from the Legislature, and two from the Department of Social Services (DSS).

1. The Youth Bureau contracted with the City of Kingston for a youth recreation program. Some of the contractual terms were not SMART as defined above, namely being the following:

The contract was not *Specific*.

- The contract was for services for the period of June 1, 2014, to September 30, 2014. However, the contract was not signed until October 23, 2014. The contract states that “in no event shall claims be submitted in advance or accrued prior to expenditure.” This language should be updated to define the time period to be considered as “prior to expenditure” (i.e., whether it is “prior” to the stated start date of the contract in the term of agreement, “prior” to the date the contract was signed, or “prior” to the date goods or services were initially rendered).

The contract contained requirements that were not *Achievable*.

- Due to timing of the contract approval, the following contractual terms were not met:
 - An annual report was not submitted by September 30, 2014; and
 - The original invoice was not submitted by September 30, 2014.

2. The Youth Bureau contracted with the Young Women’s Christian Association of Ulster County, Inc. (YWCA) to provide a teen parent services program. Some of the contractual terms were not SMART as defined above, namely being the following:

The contract was not *Specific*.

- The contract was for services for the period of January 1, 2014, to December 31, 2014. However, the contract was not signed until August 26, 2014. The contract states that “in no event shall claims be submitted in advance or accrued prior to expenditure.” This language should be updated to define the time period to be considered as “prior to expenditure” (i.e., whether it is “prior” to the stated start date of the contract in the term of agreement, “prior” to the date the contract was signed, or “prior” to the date goods or services were initially rendered).

The contract contained requirements that were not *Achievable*.

- Due to timing of the contract approval, the following contractual terms were not met:
 - Monthly invoices were not submitted “by the thirtieth day of each month, for services performed during the previous month” – instead one invoice was submitted on September 2, 2014; and
 - Quarterly reports were required to be submitted by the fifteenth day after the end of the quarter. However, the First, Second, and Third Quarter Reports were not received timely.

Additionally, monitoring findings noted the following:

- While reviewing the contract, it was determined that the quarterly and annual reports have not been analyzed and compared to contractual terms and conditions. The reports are kept as records and sent to the NYS Office of Children and Family Services. Upon our request for information, the YWCA noticed errors in the quarterly and annual reports and amended them to reflect the actual number of participants in the program.

3. The Legislature contracted with Family of Woodstock, Inc. for a supervised visitation program. Some of the contractual terms were not SMART as defined above, namely being the following:

The contract was not *Specific*.

- The contract was for services for the period of January 1, 2014, to December 31, 2014. However, the contract was not signed until April 15, 2014. The contract states that “in no event shall claims be submitted in advance or accrued prior to expenditure.” This language should be updated to define the time period to be considered as “prior to expenditure” (i.e., whether it is “prior” to the stated start date of the contract in the term of agreement, “prior” to the date the contract was signed, or “prior” to the date goods or services were initially rendered).
- The contract requires “sufficient supporting detail,” which includes a “detailed breakdown of all expenses.” As far as the invoices received, there is no back up detail required for the administrative expenses because they are simply calculated as a percentage of the contract and not allocated to specific administrative expenses incurred by Family of Woodstock. If no supporting detail is to be required for these expenses then there should be clarification in the contact language to indicate such.

The contract contained requirements that were not *Achievable*.

- Due to timing of the contract approval, the following contractual term was not met:
 - Invoices were not submitted on a monthly basis, as one invoice was submitted in April 2014 for the first quarter services provided.

Additionally, monitoring findings noted the following:

- Monthly reports were to include the number of new families assigned to the program, but the number reported was the total quantity assigned that included carryover families.

4. DSS contracted with Bonadio & Co LLP to assist the DSS Special Investigations Unit in assessing current eligibility and assisting in the review of applications of clients for public

assistance. This contract was SMART as defined above; there were no findings associated with the monitoring of this contract.

5. DSS contracted with Gateway Community Industries, Inc. for an employment readiness training program for able bodied adults who are without dependents, work ready, and applicants or recipients of food stamps (also known as the Supplemental Nutrition Assistance Program). The program is also funded by an additional contract through DSS that references individuals who receive Temporary Assurances of Needy Families (TANF). Some of the contract terms in regard to the SNAP contract were not SMART as defined above, namely being the following:

The contract was not *Specific*.

- The contract was for services for the period of October 1, 2014, to September 30, 2015. However, the contract was not signed until January 2, 2015. The contract states that “in no event shall claims be submitted in advance or accrued prior to expenditure.” This language should be updated to define the time period to be considered as “prior to expenditure” (i.e., whether it is “prior” to the stated start date of the contract in the term of agreement, “prior” to the date the contract was signed, or “prior” to the date goods or services were initially rendered).

The contract contained requirements that were not *Achievable*.

- Due to timing of the contract approval, the following contractual term was not met:
 - Invoices prior to contract approval were submitted on a monthly basis (after the required date), but they were held until the contract was valid because the contract was not yet enforceable.

Additionally, monitoring findings noted the following:

- Monthly invoices were received after the required date (the tenth day of the month following the month in which services were provided) for all months besides April 2015.

While not noted as a finding, the monthly reports should be updated going forward to indicate the total number of individuals referred by DSS, as well as additional columns that indicate whether the individual is a recipient of SNAP, TANF, or both.

Recommendations

While not noted as a finding, we recommend that these units of county government monitor their invoices and obtain an understanding of all allocations used on the invoices for direct and indirect costs. Every service cost incurred should be backed up with an explanation of the allocation used on the invoice. These components of county government should evaluate the explanation of the allocation and ensure that it is logical in regard to the contract’s programs, terms, and conditions.

We suggest that all departments and agencies of Ulster County refer to the OSC guidance on contract development and monitoring. Each department should adopt a contract monitoring process to determine whether all terms and conditions stated in each contract are met. The process should also identify contracts that lack SMART terms and conditions and remedy any deficiencies

either by amendment or upon contract renewal. A contract monitoring process should evaluate all the risks associated with contracts of the department or agency, which will ultimately protect taxpayers' dollars from potential fraud and waste. The website address for OSC guidance is included in **Appendix A**.

Conclusion

Contract compliance and monitoring are essential to the protection of taxpayer dollars and provides that services and goods are being returned at a level commensurate to their investment. It is the responsibility of the department or unit issuing the contract to ensure that proper terms and conditions are included in each contract and to monitor those terms and conditions on a regular basis. A contract monitoring process or policy should be adopted to outline how each department or unit intends to oversee the fulfillment of binding agreements.

This report, in draft, was provided to each department or unit and the corresponding Deputy County Executive overseeing that governmental entity under review. Responses from auditees are included in **Appendix B**, and Comptroller feedback to those answers is provided in **Appendix C**.

Appendix A – Contract Monitoring Criteria

The monitoring process should include the following steps:

1. Identify and prioritize a list of contracts to monitor

Design a method to ensure resources are appropriately allocated to monitoring contracts based on risk. Contracts that carry higher risk should be more closely monitored than those with lower risk. Contract risk may include: not achieving the agency’s mission, misspending dollars, or jeopardizing a person’s health or safety.

Effectively evaluating the risk of the total population of contracts helps the agency prioritize which contracts should be monitored more closely. This overall process should be evaluated annually and adjustments should be made as appropriate.

2. Understand contract terms and other requirements

Identify and understand all of the contract terms and conditions because they become the basis of the monitoring activities. If the contract was designed using SMART terms, it will be easy to identify specific performance requirements. However, if the contract terms are not SMART, the terms should be addressed for insufficiencies.

3. Identify risks

Identify events or actions that may prevent the contractor from meeting the terms or conditions of the contract along with actions the contractor may take to receive payment that was not earned under the agreement. Managers should closely scrutinize and evaluate the contractual terms and conditions to identify ways a contractor may avoid compliance.

4. Prioritize risks

Assess the adverse impact that may happen if the identified risks occur. Adverse impacts may include: not achieving the agency’s mission, misspending dollars, jeopardizing public health or safety, and failure to provide critical services. The risk associated with the nature of service or commodity under contract and the method by which the contractor earns money should be considered. Judgment should be exercised to evaluate the overall risk, taking into consideration the combined impact and likelihood of each risk.

5. Determine the response to the risks

Once risks are prioritized, it can be decided whether to mitigate the risks or accept them. Risk mitigation strategies may include: increased contract monitoring, increased reporting, improved system controls, increased auditing, and other activities to reduce the likelihood the risk occurs.

6. Design and implement monitoring activities

A written monitoring plan should be created. Any concerns identified about a contractor should be shared with all agency staff involved in monitoring the contract, including financial personnel. Sharing pertinent information with OSC Directors of the Bureau of Contracts and the Bureau of State Expenditures should be considered for particularly high risks.

Appendix A – Contract Monitoring Criteria (continued)

7. Follow up

Evaluate the results of monitoring activities, including the quantity and quality of the work performed, the timeliness of contract deliverables, the adequacy of cost and performance records and other supporting documentation, and whether performance to date is commensurate with the amount the contractor has been paid. The response to the contractor’s performance will vary depending on the degree to which the contractor is compliant with the contract requirements.

The following table includes potential responses in relation to the degree of compliance:

Degree of Compliance with Contract Terms and Conditions	Agency Response
High	Re-evaluate and possibly reduce monitoring frequency
Moderate	Direct the contractor to correct identified deficiencies
	Facilitate development of a corrective action plan
	Advise accounts payable employees
	Identify and recover any overpayments
	Increase scrutiny of contractor reports and invoices
Low	Increase frequency of follow-up monitoring activities
	Facilitate development of a corrective action plan (where practical) and increase the frequency of follow-up monitoring activities
	Increase scrutiny of contractor reports and invoices
	Terminate contract where corrective action is not practical
	Advise accounts payable employees
	Identify and recover any overpayments
	Consider referral for prosecution

The OSC guidance on contracts is available at the following internet address:

<http://www.osc.state.ny.us/agencies/guide/MyWebHelp/Content/XI/11/F.htm>

ULSTER COUNTY LEGISLATURE

JOHN R. PARETE
Chairman 845-340-3693

DAVID B. DONALDSON
Vice Chairman 845-340-3900

DONALD J. GREGORIUS
Majority Leader 845-340-3900

KENNETH J. RONK
Minority Leader 845-340-3900



P.O. Box 1800
KINGSTON, NEW YORK 12402
Telephone: 845 340-3900
FAX: 845 340-3651

VICTORIA A. FABELLA
Clerk 845-340-3666

CAPPY B. WEINER
CHRISTOPHER RAGUCCI
Counsel 845-340-3900

ERICA K. F. GUERIN
Minority Counsel 845-340-3900

MEMORANDUM

TO: Elliott Auerbach, UC Comptroller

FROM: Victoria A. Fabella, Clerk, Ulster County Legislature 

DATE: December 18, 2015

RE: Review of Contract Compliance

The Legislature has contracted with Family of Woodstock for a Supervised Visitation program since 2008. During this time, the contract language has been changed and improved to ensure compliance and accountability as required by the Auditing Department, the Contract Management Office, and now the Comptroller's office.

Specific

The contract language specified for the period matches the year of service identified and approved as part of the 2014 Budget with an understanding that the funding would be for the full year of service. As typical for all County contracts, the county's procedure for processing county contracts takes several months to complete. The processing of this contract in particular, began before January 30, 2014 and was completed on April 15, 2014. The County's contract processing documentation indicates, it will take 120 days. Unfortunately, contract processing could not be initiated until after the completion of the 2014 budget cycle as the allocation could and has frequently changed from calendar year to calendar year.

In addition, it is well noted that reimbursement funding for human services from State and Federal sources may arrive at any time throughout the year. The County's payment for such essential services is a reimbursement to the not-for-profit agency for additional services provided throughout the specified year. This offers our not-for-profits the ability to use their limited direct fundraising dollars for other much needed services.

The justification for this concern, that the contract was not specific, cited the contract's language "in no event shall claims be submitted in advance or accrued prior to expenditure". In fact, this language states that the County will not pay for service that has not yet been rendered. It is unclear how this language would indicate an inability to pay for services rendered prior to the final signature on a contract for services if in fact, they were rendered. Legally, the County cannot pay for services "prior to expenditure" as that would be providing funding with the hope and a prayer that such service would be completed.

Appendix B – Responses and Comments from the Auditees (continued)

The amount specified on the invoice, including the percentage listed, matches the percentage indicated on the budget included and approved by all County financial authorities, including the Ulster County Comptroller, in Schedule B of the contract (FEES, EXPENSES, AND SUBMISSIONS FOR PAYMENT). The invoice submitted adheres to the contract language which states "invoices shall include, but not limited to, a detailed breakdown of all expenses for the prior month, the total expenses to date and the remaining balance of the Agreement."

The concern stated regarding the lack of detail on the invoice specifying the administrative expenses appears to overlook the word "bookkeeping" on the backup to the invoice. Bookkeeping is defined as the work or skill of keeping account books or systematic records of money transactions. Therefore, the vendor is in compliance based on the requirement in the contract.

Achievable

While the report indicates a concern questioning the achievability of services being rendered due to the contract approval date, the definition of Achievable, as listed in the Comptroller's report, is "realistic deliverables from the contractor or specific circumstances in which the contractor may subcontract for commodities and services outside the contractor's area of expertise". It is unclear how the contract approval date, the process of which was detailed above, could impact the deliverables of the contractor. In this contract, the Agency is providing supervised visitation of non-custodial parents with children as assigned by the Ulster County Family Court from January 1, 2014 - December 31, 2014. The deliverable is well within the contractor's area of expertise and is verified through the service provision for Ulster County over the past eight years.

Based on documentation provided as back up to the invoice and maintained in greater detail on site at the Agency as stated in the contract, it is verifiable that service is rendered as specified in the contract. In particular, the contract language, as approved by all County fiscal authorities, including the Comptroller, specifies the content of the monthly report submitted with the invoice. While the first monthly invoice was received the month following the authorization of the contract, it is recognized the provision of service continued from December 2013 into January 2014 and on through the rest of the year. It is commonly understood that the provision of human services does not cease pending the completion of County paperwork but rather meets the needs of the County residents at the time service is required.

All contracts and invoices are reviewed by the Comptroller prior to submission for authorization or payment. While his review of prior County financial documents is appreciated and necessary, the "findings" indicated in this report are inaccurate and misleading to the public. The County's procurement process is lengthy and involves many steps to ensure the County is receiving the services rendered as contracted. The internal process for monitoring the invoices appropriately ensures the requested service is provided during the stated contract period and that the request for reimbursement is in compliance with the agreed upon contract.

We believe that most processes have room for improvement. As always, we welcome dialogue and partnership to continue to develop best practices for Ulster County.

Appendix B – Responses and Comments from the Auditees (continued)



ULSTER COUNTY YOUTH BUREAU

239 GOLDEN HILL LANE KINGSTON, NEW YORK 12401
PHONE: (845) 334-5264 FAX: (845) 334-5587

MICHAEL P. HEIN
County Executive

EVELYN J. CLARKE
Director

December 15, 2015

Alicia DeMarco, CPA
Director of Internal Audit Control
Office of the Ulster County Comptroller
244 Fair Street
5th Floor
Kingston, N.Y. 12401

Dear Ms. DeMarco:

This letter is in response to the Ulster County Comptroller's audit report entitled "Review of Contract Compliance". I appreciate having the opportunity to respond to the report.

Both findings in the report concerning the Youth Bureau relate to the compressed time frames that exist due to the nature of the approval and reimbursements necessary to administer the programs required by the State of New York. First and foremost, the programs my office runs are wholly dependent on State funding. As you are aware, the NYS Legislature approves the NYS budget, on or near April 1st. After approval of the State budget, my office is able to submit to the NYS Office of Children and Family Services (OCFS) a resource allocation plan with the programs we intend to fund for the year. This plan must be approved by the NYS OCFS before contracting with the various agencies. As you can imagine, this process involves numerous stakeholders and can take quite some time. This coupled with a majority of our services being provided during the summer months does create time pressures in executing final contracts before services are scheduled to begin.

My office takes care to ensure that agencies are reimbursed for their expenditures which were incurred during the contract term, after the contract has been fully executed. Agencies are not permitted to submit expenses for reimbursement which were incurred outside of the term of the agreement or had not yet been incurred at the time of the invoice. We also ensure that all required reports for specific time periods, such as quarterly and annual reports, are submitted to my office to be retained, with annual reports forwarded to the NYS OCFS for their review and retention.

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Appendix B – Responses and Comments from the Auditees (continued)

In closing, I appreciate the opportunity to clarify some of the difficulties imposed on my office due to the nature of State mandates and regulations I am required to follow, while balancing the need to provide vitally important services to youth in our community.

Sincerely,



Evelyn Clarke
Youth Bureau Director

cc: Kenneth Crannell, Deputy County Executive

Appendix B – Responses and Comments from the Auditees (continued)

COUNTY OF ULSTER
DEPARTMENT OF SOCIAL SERVICES
1061 DEVELOPMENT COURT
KINGSTON, NEW YORK 12401-1959

Michael P. Hein, County Executive

Michael A. Iapoe, Esq., Commissioner
Barbara J. Sorkin, Deputy Commissioner
Cynthia N. Beisel, Deputy Commissioner



(845) 334-5000
FAX (845) 334-5353

miap@co.ulster.ny.us
bsor@co.ulster.ny.us
cbei@co.ulster.ny.us

December 17, 2015

Alicia DeMarco, CPA
Director of Internal Audit Control
Office of the Ulster County Comptroller
244 Fair Street
Kingston, New York 112401

RE: COMPROLLER CONTRACT COMPLIANCE DRAFT REPORT

Dear Ms. DeMarco:

This letter is in response to the Ulster County Comptroller's Draft Report on Review of Contract Compliance dated November 30, 2015. Thank you for the opportunity to provide the following comments on the Draft Report.

We recognize and agree that it is important to have guidelines (like those suggested by the Office of the State Comptroller embodied in SMART) relating to contract compliance and appreciate the need for review to ensure that outcomes are being achieved and performance measures are being met in a manner consistent with contract terms and conditions. In accordance with this approach, the two (2) Department of Social Services (DSS) contracts reviewed in the Report were drafted, approved, executed and monitored pursuant to the County's vetted Contract Management procedures and protocols. In response to the observations and results of the review of the Gateway Community Industries contract we offer the following comments:

First, that the contract was not *Specific*, because it was for the time period October 1, 2014 to September 30, 2015, but not signed until January 2, 2015, and because it provided that "in no event shall claims be submitted in advance or accrued prior to expenditure" without clearly defining the time period considered to be "prior to expenditure". It should be noted that there was a specific time period set forth in the Contract and our Contract monitoring process documented the delay obtaining the vendor's signature. The word "prior" is directly connected to "to the expenditure" making it specific that the vendor may not invoice the County for expenses that have not yet accrued thereby creating a specific time period of after the expense.

Appendix B – Responses and Comments from the Auditees (continued)

Second, that the contract contained requirements that were not *Achievable*, because invoices prior to contract approval were submitted on a monthly basis (after the required date) and held until the contract was valid because the contract was not yet enforceable, it should be noted that notwithstanding the delay in the signing of the contract DSS remained obligated to pay for services provided within the term of the contract and remained obligated to pay for those services in compliance with the County's contract approval process under LOGOS such that holding the vendor's invoices from October, November and December for payment was necessary and appropriate to be in compliance with the County's contract monitoring protocols for payment.

Third, that the monthly invoices were received after the required date (the tenth day of the month following the month in which the services were provided) for all months besides April 2015, it is important to note that the County was not negatively impacted by the delay in the vendor's submission and elected not to enforce this term, as permitted under Article 33 (Waiver and Severability) of the contract.

DSS understands the importance of monitoring compliance with contract terms and conditions and is always receptive to reviewing and evaluating our efforts and practices to ensure compliance with the County's vetted Contract Management procedures and protocols as well as achieving the successful, efficient and timely delivery of services in our community.

We would like to recognize the professionalism of the Contract Compliance Review Staff and express our appreciation for the consideration they demonstrated when conducting the review.

Thank you again for the opportunity to provide comments to this Draft Report.

Very truly yours,

Michael A. Iapoce

Michael A. Iapoce, Esq.
Commissioner Social Services

cc: Kenneth Crannell, Deputy County Executive
Barbara Sorkin, Deputy Commissioner Social Services
Cynthia Beisel, Deputy Commissioner Social Services

Appendix C – Comptroller Response to Auditees

While we appreciate the responses and commentary provided by the Legislature, Youth Bureau, and Department of Social Services, the Office of the Comptroller is permitted under the Ulster County Charter to “audit any department, program or function of County government to assess the degree to which its operation is economical, efficient and/or effective.” As an outgrowth of those responsibilities, we undertook a thorough review of randomly selected contracts to evaluate the degree to which their material terms have been met in addition to identifying areas of weakness that could be improved. We recognize that practical realities may make it challenging to implement suggested best practices; however, it is our duty to bring these issues to light and to the attention of respective managing units in order to continually advance the functions and performance of Ulster County government.

As a general remark to the “specificity” of contract periods, despite responses indicating the strong relationship among County, State, and Federal budget processes that relates to reimbursement, it is still unclear as to why certain contracts are not fully signed by interested parties prior to the beginning or execution of the agreement. We find it a bit ambiguous as to why several months lapse from the start date of the contract until the documents are officially signed by the respective contracting and County parties. While it is understood that the County has good working relationships with numerous contractors who honor their commitments, a vendor may be put at risk for non-payment of rendered services given the facts that a contract has not been signed and that funding levels from outside sources may fluctuate; additionally, the County could be at risk for the non-performance of services that were not contractually bound. Both of these scenarios carry the possibility of adversely affecting our business dealings with various vendors or otherwise imputing unanticipated liability on to the County.

Moreover, as far as the “achievability” of certain reporting requirements and invoice filings, we are of the opinion that deadlines are created to ensure adherence and transparency regarding material terms and conditions. While tangible deliverables according to the contract may still be executed in a timely fashion, tardy submission of important records degrades the perception that every single term of a given agreement is sufficiently carried out. These follow-up procedures are crucial to the contract monitoring process. Thus, we recommend the aforementioned revisions to current practices.

In closing, we extend our gratitude to the units of Ulster County government that we worked with in completing this report and hope to be a resource in the future.