

# Management of outsourced service contracts in public administration: a case study at the Court of Justice of the State of Acre

José Marconde Souza da Silva<sup>1</sup>, Sidnei Vieira Marinho<sup>2</sup>, Simone Sartori<sup>3</sup>

<sup>1</sup>(Stricto Sensu Postgraduate Program, University of Vale do Itajaí campus Biguaçu-SC, Brazil)

<sup>2</sup>(Stricto Sensu Postgraduate Program, University of Vale do Itajaí campus Biguaçu-SC, Brazil)

<sup>3</sup>(Stricto Sensu Postgraduate Program, University of Vale do Itajaí campus Biguaçu-SC, Brazil)

José Marconde Souza Da Silva<sup>1</sup>, Sidnei Vieira Marinho<sup>2</sup>, Simone Sartori<sup>3</sup>

<sup>1</sup>(Programa De Pós-Graduação Stricto Sensu, Universidade Do Vale Do Itajaí Campus Biguaçu-Sc, Brasil)

<sup>2</sup>(Programa De Pós-Graduação Stricto Sensu, Universidade Do Vale Do Itajaí Campus Biguaçu-Sc, Brasil)

<sup>3</sup>(Programa De Pós-Graduação Stricto Sensu, Universidade Do Vale Do Itajaí Campus Biguaçu-Sc, Brasil)

## Abstract

**Context:** Outsourcing has become more prevalent in economies over the last few years and has been largely responsible for generating employment, income, and improving the performance of public services. Brazilian public administration, by adopting outsourcing as a management model, aims to achieve efficiency and reduce public spending. However, positive and negative aspects are observed in adoption, management, and supervision at all stages of the outsourcing process. The study sought to advance new discussions about contract management in the public sector, especially in the current context in which Brazilian society observes and discusses ethical deviations and corruption in public management, guided by the question: how does contract management occur in the provision of outsourced services in public administration, within the scope of the Court of Justice of the State of Acre?

**Method:** The research, characterised as a cross-sectional, descriptive, exploratory case study with a qualitative approach, used documentary research, bibliographic research, and interviews as data collection techniques. A set of data obtained through scripted, semi-structured interviews applied to contract managers and inspectors was used. The technique used to analyse the data was content analysis. There was a classification into categories and subcategories, considering the nature of the work and the behaviour of the agents involved. The study was carried out between February and December 2020.

**Results:** The research finds that, for the provision of outsourced services to the public administration to be effective, it is necessary to train inspectors, managers, and other agents, even though they have at their disposal all the necessary means to carry out their duties. Contract management in the provision of outsourced services within the scope of the Court of Justice of the State of Acre occurs through the effective participation of managers and inspectors throughout the process of acquiring the object (services). Managers and inspectors have knowledge of the object being inspected or contracted; however, constant training is necessary focused on the legislation applied to public contracts, tax, and labour legislation. The lack of standardisation of procedures makes work difficult and can overload those responsible for managing contracts.

**Conclusions:** The data obtained in the study helps to explain the main factors that imply the good employability of resources, as well as the responsibilities that fall on managers and inspectors in the delivery of services predetermined by the public administration. Among the contributions, the research presents empirical data about the practice of management and supervision in the functions inherent to the manager and inspector of administrative contracts. The results may prompt reflections from managers and inspectors of outsourced services, as well as motivate future research on the subject. Still, as contributions, we have the interface between the results obtained, theory, and Brazilian legislation, and the relationship between practices and what the legislation in force in Brazil recommends, especially in the context of the COVID-19 pandemic in the years 2020 and 2021.

**Keywords:** Public Policies, Contract Management, Contract Inspection, Outsourced Services.

---

Date of Submission: 22-01-2024

Date of Acceptance: 02-02-2024

---

## **I. Introduction**

Economic globalisation has promoted changes in the market, specifically in the way services are produced, especially in countries that adopt the capitalist system. In this sense, outsourcing has become more present in these economies and is already largely responsible for generating employment and income (Caldeira, L. B.; Caldeira, P. Z., 2019). Outsourcing services can be an opportunity to improve the performance of public services. According to Corrêa et al. (2022), improving the performance of public administration is a need that is evident in this decade.

By adopting outsourcing as a management model, the Brazilian Public Administration aims to achieve efficiency and reduce public spending, and in order to be successful in achieving its objectives, public-private partnerships can be made to provide services for middle-class activities (Girth, 2014; Mizael; Murad; Antonialli, 2020).

According to Grandia and Meehan (2017), despite the increasing use of outsourced service contracts by the public administration, there is not enough clarity about how they are implemented, whether they are successful, what factors determine effectiveness and success, and how public buyers deal with the objectives of the administration and the companies providing the services, which are often conflicting.

The management of contracts in the public administration aims to guarantee the provision of services as agreed, and for that to happen, managers and inspectors, members of the permanent staff, monitor the execution of the contract.

In Brazil, the Court of Justice, an organ of the Judiciary that is part of the public administration in an organic and formal sense, has the purpose of protecting and guaranteeing the rights of citizens (Macdonald, 2020).

The judiciary can use legal means to achieve its objectives, making outsourcing a strategy capable of assisting with existing demands. In this context, the research aimed to describe contract management in the provision of outsourced services in public administration within the scope of the Court of Justice of the State of Acre (TJAC), which uses outsourcing to fulfil its functions towards society and justice.

Among other justifications for the research, the gradual growth in the use of outsourced services by the Brazilian Public Administration stands out, as does what Piovesan and Cristovam (2017) say when they state that understanding how the management of administrative contracts takes place contributes to greater attention on the delivery of the contracted object, thus fulfilling what was planned by the Public Administration in terms of achieving efficiency.

The main contribution of the study is the understanding of the management processes of administrative contracts for outsourced services in public bodies to improve processes essential for operational excellence, especially TJAC and other public administration bodies and/or entities.

Public administration is made up of a set of state bodies, services, and agents that act to meet the needs of the community (Justen, 2018), and so that its performance is not compromised, it is necessary that the management of services, through its amplitude, use control tools (Laihonen; Mäntylä, 2017).

To acquire goods or services, in public administration, the process takes place through bidding, in which the proposal that provides the most advantages is considered (Ribeiro, Miranda, and Azevedo 2020). Considering the legal precept that deals with the principle of free competition and guarantees opportunities for all participants in the event, each stage must be planned so that all interested parties have the same rights and opportunities (Santos; Klein, 2020).

A factor to be considered in public administration is the cost of government production, which has been increasing for at least a decade. Spending on public service payments has a strong impact on government coffers, making outsourcing a viable practice. Outsourcing, already used in many countries as a way of reducing expenses for the acquisition of goods and services, totaled 9.5% of GDP in Organisation for Cooperation and Development (OECD) countries (Andersson, Jordahl, and Josephson, 2019).

The pioneering of outsourcing in public administration occurred with the publication of Decree-Law n° 200/67 dealing with the administrative reform of the state, providing for indirect administration, if necessary, as long as it was aimed at carrying out non-essential government activities (Alves, 2020). The publication of Law No. 5,645/70 appears to resolve doubts regarding the expansion of services delegated to third parties already provided for in Decree-Law 200/67 (Brasil, 1970).

In 1997, Federal Decree No. 2,271 of July 7th provided for the contracting of outsourced services by the direct, autonomous, and foundational Federal Public Administration, which makes it clear that support activities can be carried out indirectly, with restrictions on activities that cover functions that are included in the Public Administration job plan, except those already extinct (Mendes; Ferreira, 2020).

With the implementation of managerial administration following the state's administrative reform, outsourcing intensified in Brazil, although it sought to meet collective needs and the prevalence of public interest (Santos, Andrade, and Lima, 2019).

## *Management of outsourced service contracts in public administration: a case study at the Court of Justice of the State of Acre*

According to Guimarães, Soares, and Santos (2021), it is clear that the intention of using this practice of outsourcing in Brazil, given the historical context, is to lower costs, reduce effective personnel, and internalise the hiring of third parties. It is clear that the human factor is not a priority, and the focus is exclusively on the economic factor, given the low cost of labour.

In order to comply with the legal determinations of the practice of outsourcing and for the objectives of decentralising services to be achieved with quality and reduced expected costs, it is necessary to have good management of administrative contracts through the appointment of a manager and an inspector for each contract, in accordance with Law No. 8,666 of June 21, 1993 (Brazil, 1993).

In contract management, it is important to pay attention to the criteria when appointing the manager and inspector, which cannot be designated as a mere fulfilment of formalities but to ensure that the planned actions are carried out by a qualified and trained professional (Vieira, 2017). As there are many responsibilities, managers and inspectors must have adequate qualifications, both in terms of legislation and technical training, as deficient actions can cause losses to the public treasury and consequent culpable or intentional liability for these actors for possible irregularities (Barral, 2018).

Continuous management through management, supervision, and controls exists so that contracts signed with the public administration guarantee the defence of the public interest. Well-drafted contracts and the vigilance of the manager and inspector in the management of these contracts can avoid possible incidents, which is why the legislator speaks of mandatory management in public administration (Svard, 2019).

The manager must be appointed from among the institution's career employees with a good reputation, unblemished conduct, in-depth knowledge of the contracted object, and the technical skills necessary to perform the role (Gomes, 2016). Normative Instruction No. 5/2017 states that the manager will be responsible for activities that concern the administration of the contract, focusing on the coordination and management of activities related to inspection (Brasil, 2017).

In addition to contract management, supervision is also required in the management of administrative contracts, which happens with the appointment of an employee to perform the role of contract inspector. Its role is preponderant in achieving the success of what has been established, being seen as a strong hand of the leader of the body or entity and an important agent of the administration in supervising contracts (Santos, 2018).

Outsourcing brings with it positive and negative factors, according to Borba (2018). The author points out as advantages the increase in productivity, improvement of the product or service, greater flexibility, lower cost, possibility of increasing focus on the main business, reduction of operational costs, transformation of fixed costs into variables, commitment to results and quality, and solution for problems involving a lack of permanent employees.

Among the disadvantages, Borba (2018) points out reduced wages, shorter employment contracts, financial dependence on another company or government, outsourced companies with more fragile workers (women, black people, young migrants, and immigrants), worker safety (statistics point out that of work accidents in Brazil, 70% to 80% are with outsourced employees), untrained staff, and non-compliance with labour legislation on the part of the contracted company.

Therefore, with the aim of discussing contract management in the Brazilian public sector, we start with the research question: How does contract management occur in the provision of outsourced services in the public administration, within the scope of the Court of Justice of the State of Acre?

## **II. Materials e methods**

### **Characterization of the study**

This exploratory case study used documentary research, bibliographic research, and interviews as data collection techniques. The first stage of data collection consisted of researching documents and legislation related to the unit's activity in analysis and bibliographic research. The second stage comprised the application of interviews.

**Study location:** Court of Justice of the State of Acre, Brazil.

**Study duration:** February to December 2020.

### **Procedure methodology**

The bibliographical research aimed to provide the researcher with scientific knowledge already published on the topic in books, articles, dissertations, and theses published in national and international journals, assisting in the analysis and manipulation of information and thus supporting the construction of knowledge based on the existing references (Marconi and Lakatos, 2007). The search platforms for materials were Scielo, Periódicos Capes, Science.gov, ScienceResearche.com, Google Scholar, and the UNIVALI digital library, among other sources of scientific evidence. The main keywords used in the literature search were:

*Management of outsourced service contracts in public administration: a case study at the Court of Justice of the State of Acre*

contract management, outsourced services, public administration, administrative contracts, management of contracts, outsourcing.

Primary data were collected through interviews with a semi-structured script, at which time the researcher was able to ask questions and obtain a real understanding of the interviewees' speech.

Research in these data sources enabled methodological triangulation, which, according to Günter (2006), is used in methodological approaches to the empirical object as a way of preventing distortions related to the application of both a single method and a single theory or researcher. For Denzin and Lincoln (2006), triangulation is a safe means for validating research and an alternative for applying different methodological practices, perspectives, and observers, guaranteeing the rigour, richness, and complexity of a work.

Furthermore about triangulation in qualitative research, Tuzzo and Braga (2016) exemplify the case of the study carried out by Simone Antoniacci Tuzzo in the area of communication in Brazil and Portugal between 2012 and 2014. The researcher sought answers to and asked: What is the role of the newspaper printed in times of internet and social networks? The study by Tuzzo (2016), which comprised the analysis and production of texts totaling almost four years of field research and knowledge production, “indicates how the perspective of triangulation only from qualitative research is possible” (Tuzzo; Braga, 2016, p. 152).

The interviews followed an established script summarised in Table 1.

**Table 1** -Summary of the interview guide

Application	Summary	Authors
Contract managers and inspectors	Part I- Personal data and characterization of the manager/inspector.	Pereira (2017); Terra (2019).
	Part II - Process for appointing the manager/inspector of outsourced service contracts..	Cunha (2017); Pereira (2017).
	Part III - Practice of contractual management/supervision of outsourced services.	Mota (2017); Neves (2018); Pereira (2017)
	Part IV - Perception of the level of importance attributed to the management of outsourced service contracts.	Mota (2017); Manarino (2017); Neves (2018).
	Part V- Suggestions and other insights.	Mota (2017)

Source: Prepared by the authors (2020).

Based on the research categories, a script was prepared with 39 interview questions with sections of closed and multiple-choice questions. The fields for the interviewees to choose were "little," "reasonable," "considerable," and “advanced” knowledge, on a scale polarised into four categories, avoiding the centre point relating to the undecided category as recommended by Cunha (2017).

The script also included open questions, freely answered by the respondents, substanciated in the constructs listed in Table 2.

**Table 2** - Open questions and respective constructs

Constructs	Authors
i) Number of contracts managed/supervised	Pereira (2017)
ii) Working in the public sector (years)	Bonelli; Cabral (2018)
iii) Participation in defining the object of service provision	Pereira (2017)
iv) Indication to act as contract manager/inspector	Cunha (2017)
v) Knowledge and mastery of legislation	Pereira (2017)
vi) Training to perform the duties of manager/inspector	Pereira (2017)
vii) Use of resolution for procedures in contract management/supervision	Pereira (2017)
viii) Control and monitoring tools/instruments	Pereira (2017) Mantovani (2019)
ix) Occurrence record	Pereira (2017)
x) Activities performed as manager/inspector	Neves (2018) Mantovani (2019)
xi) Difficulty in performing the role of contract manager/inspector	Neves (2018)
xii) Inspected items	Mantovani (2019)
xiii) Regarding the conduct of the outsourced company	Bonelli; Cabral (2018)
xiv) Corporate memory	Lin; Pervan; Mcdermid, (2007)
xv) Transparency and performance policies	Akkermans; Van Oppen; Wynstra; Voss (2019)
xvi) Outsourcing risks	Mizael; Murad; Antonialli (2020)
xvii) Incentives for efficiency in contractual management/supervision	Mota (2017)
xviii) Qualification/training program for managers and inspectors	Manarino (2017) Terra (2019)
xix) Perception of Importance for effectiveness in service provision	Cunha (2017)
xx) Performance and cost reduction	Bonelli; Cabral (2018)
xxi) Advantages and Disadvantages of Outsourcing	Olher; Costa; Teixeira (2015)

Source: Prepared by the authors (2020).

*Management of outsourced service contracts in public administration: a case study at the Court of Justice of the State of Acre*

**Data analysis**

The technique used to analyse the data was content analysis, considering the nature of the work and the behaviour of the agents involved (Bardin, 2011), defined in 3 categories, each with subcategories, as shown in Table 3.

**Table 3 - Categories and subcategories for discussing results**

Categories	Subcategories	Way of discussing results
Indication to act as manager/supervisor	Personal data and characterization	Analysis based on existing theory and in light of Law n° 8,666/93 and IN n° 05/17, also use of simple frequency.
	Participation in the planning of the contract that operates	
	Participation in the definition of the object	
	Indication to act as manager/supervisor	
	Knowledge and mastery of legislation	
Management and inspection practices	Training to perform duties	
	Resources received to act	
	Use of Resolution for Procedures	
	Control and monitoring tools/instruments	
	Occurrence record	
	Activities performed as manager/inspector	
	Questions when performing the role of manager/inspector	
	Execution and delivery of the object	
	Difficulties in management/supervision	
	Inspected items	
	Conduct of the outsourced company	
	Corporate memory	
	Transparency and performance policies	
Importance attributed to management and supervision functions	Outsourcing risks	
	Risk management	
	Risk mitigation	
	Incentives for efficiency in management/supervision	
	Qualification/training program	
	Perception of importance in management and supervision	
	Performance and cost reduction	
	Advantages and Disadvantages of Outsourcing	
	Suggestions for improvements	

**Source:** Prepared by the authors (2020).

Content analysis, a process in 3 phases described in Table 4, sought to describe which mechanisms are used by managers and inspectors to guarantee the effectiveness of services aimed at providing outsourced services at the Court of Justice of Acre, which include the provision of a network of internet, vehicle repair, air conditioner maintenance, gardening service, supply of drinking mineral water, hiring engineering companies for repairs, cleaning, and elevator maintenance services, among others.

**Table 4 - Phases of the content analysis process**

Phase 1	Preview analysis: reading and organization	Floating reading procedure for collected material (interviews). All collected material was organized in order to respond to the objectives of this research.
Phase 2	Codification: exploration of material/reading	In-depth reading and careful analysis of interviews. This phase began with the literal transcription of the participants' speeches. At the end of each interview, the data was compiled into a spreadsheet with the aim of analysing the discourse and, if possible, generating graphs that could better illustrate, enabling better visualisation and understanding of the results.
Phase 3	Categorization_ inference and interpretation	Data processing according to the significance of the contents of the material collected, at which point all expressed contributions were extracted.

**Source:** Prepared by the author based on Bardin (2011).

The methodological procedures presented are relevant to clarify the rigour and robustness of the research, with the purpose of producing science and answering the research question: how does contract management occur in the provision of outsourced services in public administration, within the scope of the Court of Justice of the State of Acre?

### III. Results

#### Management of outsourced contracts in the public sector

## *Management of outsourced service contracts in public administration: a case study at the Court of Justice of the State of Acre*

Outsourcing contracts in the public or private sector are generally large and involve a series of measures and procedures, yet they do not show an adequate view of the problems that may occur. As a result, organisations end up failing to achieve the desired goals (HORSFELDT, 2020).

The public administration must maintain high control over the planning and execution of the services provided, according to Gouvêa, Pinto, and Oliveira (2015). Therefore, it is important to note the importance of paying attention to contract management so that such failures are as few as possible (LONGO; BARBIERI, 2013).

According to Vieira (2015) and Santos (2018), in contract management, it is important to pay attention to the criteria when appointing the manager and inspector, which cannot be designated just as a mere fulfilment of formalities but to ensure that the planned actions are carried out. The responsibilities of the manager and contract inspector are many, as it is possible, in most cases, that there is not enough staff to assist them, and those that are available lack specific training and knowledge.

Good management of administrative contracts can bring a sense of security and transparency to the public administration through investments in services that meet collective demands, thus dispelling the idea that there may be any indication of corruption. Because, given the scandals throughout Brazilian history, it is clear that it is possible for there to be corruption in contracts outsourced by the public administration (ALVES, 2015).

Fortinni and Mota (2016) also take a position regarding corruption in administrative contracts and say that it would not be erroneous, or mistaken, to state that the main signs of corruption occur during the execution of contracts and not at the time of bidding. Therefore, managing the execution of contracts through competent and suitable people can, in addition to the transparency factor, guarantee that what was planned is being delivered (FORTINNI; MOTTA, 2016).

Anguelov (2016) says that monitoring the execution of contracts well for the public administration is nothing more than a mechanism that will hold the provider of outsourced services responsible for any and all failures, if any, thus exempting the state from labour responsibilities, social security, and others that may occur. Santos (2017) contributes by saying that continuous management, understood through management, supervision, and controls, exists so that contracts signed with the public administration can guarantee the defence of the public interest and will result in much-famous efficiency.

In view of the above, it is clear that when outsourcing, the public administration must equip itself with well-drafted contracts that include, in their clauses, the entire purpose for which the services are being contracted, as this is what will guarantee that all execution doubts are resolved. resolved doubts arising from the analysis of professionals in the area of law, accounting, or people management (SVARDR, 2019).

It is worth confirming that the rules on outsourcing are very clear when executing services, stating that the services must and cannot be monitored by the public administration. It should be noted that monitoring is a legal requirement and will take place through previously appointed employees of the agency, as long as they meet the requirements for this (FORTINNI; MOTTA, 2016; FERNANDES, 2019).

With the expansion of outsourced services in public administration, an explanation of the management and supervision of contracts is necessary, which are considered within the meaning of total management: management takes place through the contract manager; he is the one who will take care of formal aspects of the hiring (Marinho et al., 2018).

Therefore, it is possible to state that there are two aspects to the management of administrative contracts: management and supervision, and this differentiation is not clear. The decree that deals with the subject only says that the administration will appoint a contract manager and that he will be responsible for monitoring; it also says that supervision will be responsible for execution. Therefore, due to a lack of legislation, it is up to the public administration to choose the terminology as well as the division of tasks between the manager and the inspector. Even though it is not a legal obligation to divide tasks, the TCE has seen this practice as good (GONÇALVES; BARAN, 2020).

To talk about the attributes of the contract manager and inspector, the main Public Administration manuals are taken as a basis, for example: BRASILIA/2013, GOIAIS/2010, MAIA/2015, and MINAS GERAIS 2015, which deal with the management and inspection of administrative contracts with the aim of instructing and informing employees who work in these areas.

In this way, it is possible to understand that the contract manager must have attributes, among them: full knowledge of the contracted object, direct contact with the inspector, access to documentation relating to inspection, in addition to a broad view of the execution of the contract, and the ability to promote economic rebalancing, payment, and control of deadlines. In short, the manager must provide the means and environment for effective supervision (MOTA, 2017).

The manager must be appointed from among the institution's career employees, have a good reputation, have unblemished conduct, have in-depth knowledge of the object being hired, and possess the technical skills necessary to perform the role (Gomes, 2016). Normative Instruction No. 5/2017 stipulates that the manager will be responsible for activities that concern the administration of the contract, focusing on the coordination and

*Management of outsourced service contracts in public administration: a case study at the Court of Justice of the State of Acre*

management of activities related to inspection. It is also understood that the objective of management and supervision must be the fulfilment of the results predicted by the public administration (BRASIL, 2017).

It is clear that the manager's actions must focus on contract administration, in actions aimed at coordination and supervision, based on current legislation and appropriate documentation, pre-drafting the contract (terms of reference, notice, planning, and other) and after signing the contract (contract, inspection control documents, and others) so that the appropriate measures can be taken in each situation (GONÇALVES; BARAN, 2020). In addition to contract management, supervision is also required in the management of administrative contracts, which happens through the person of the contract inspector, an employee previously appointed and appointed through a specific ordinance (BRASIL, 1993).

According to Mota (2017), the contract inspector is the one who represents the administration in monitoring the continuity of the contract execution and will be responsible for pointing out possible irregularities. The inspector must act in order to prevent setbacks in the provision of services as well as ensure compliance with everything that was agreed upon with the public administration (Santos, 2018).

The inspector is the strategic person to detect problems and point out possible solutions. It is required that you act responsibly, because if you act in a harmful, negligent, reckless, culpable, or intentional manner, causing losses to the public treasury, you may be sued civilly and criminally and also be liable for administrative improbity, based on the statute to which you are subject. (MOTA, 2017).

Daily, weekly, and monthly physical monitoring of contract execution is an important action to ensure that failures do not occur in the process (SILVA et al., 2019). In this sense, the responsibilities attributed to the manager and the contract inspector are fundamental, and these are what will provide the public administration with the opportunity to achieve the success of the contracted services.

The task of those who will manage the contract, appointed as manager and supervisor of administrative contracts, is arduous since the appointed employees will perform other tasks as permanent employees. In addition to knowing their duties, the appointed employees must have technical and managerial knowledge to act as inspectors or managers (COELHO, 2017). Table 5 demonstrates the duties and actions of the contract manager and inspector.

**Table 5 - Main attributes of the manager and inspector and actions and/or duties**

<b>Contract Manager</b>	
<b>Qualifications</b>	<b>Duties</b>
1- Belonging to the effective staff of the Public Administration; 2- Be aware of the notice, the project, if any, and all legal apparatus surrounding the contract, proactive; 3- Enjoy a good ethical and professional reputation; 4- Be proactive; judicious and cautious; 5- Preferably not having been held responsible for irregularities before the Federal Audit Court or State, DF or Municipal Audit Courts; 6- Preferably not be responding to an investigation process or administrative disciplinary process; 7- Do not have in your functional records punishments resulting from the practice of acts harmful to public property, in any sphere of government; 8- Preferably not have been convicted in criminal proceedings for crimes against public administration, capitulated in Title XI, Chapter I, of the Brazilian Penal Code, in Law 7,492/1986 and in Law 8,429/1992.	1- Coordinate contract management and inspection actions; 2- Supervise inspection actions; 3- Give faith in contracts; 4- Admit the amendment of contracts; 5- Apply penalties; 6- Dispatch payments to the contracted company; 7- Promote terminations of the agreement; 8- Constant audit of the contract to ensure its full execution; 9- Ensure compliance with the rules and conditions stipulated in the contract; 10- Ensure compliance with service objectives; 11- Monitoring of clauses that provide for price adjustments; 12- Monitoring of clauses that indicate the period of validity and possible complaints regarding the disqualification of the service provider.
<b>Contract Inspector</b>	
<b>Qualifications</b>	<b>Duties</b>
1- Belonging to the effective staff of the Public Administration; 2- Being Impersonal; 3- Not having been held responsible for irregularities before the Federal Audit Court or before the State, Federal District or Municipal Audit Courts; 4- Not having been convicted in criminal proceedings for crimes against the Public Administration, capitulated in Title XI, Chapter I, Brazilian Penal Code; 5- Preferably be a career server; 6- Enjoy a good ethical and professional reputation; 7- Have specific knowledge of the object to be inspected; 8- Preferably not be responding to an investigation process or administrative disciplinary process; 9- Do not have in your functional records punishments resulting from the practice of acts harmful to public property, in any sphere of government;	1- Note in a separate record all occurrences related to the execution of the contract, determining whatever is necessary to regularize the faults or defects observed; 2- Request, with regard to decisions and measures that exceed their competence, from superiors in a timely manner. 3- Request the necessary technical collaboration from other sectors of the body, if it does not have it, to carry out its functions.

*Management of outsourced service contracts in public administration: a case study at the Court of Justice of the State of Acre*

Source: based on: Brazil (1993); Ministry of Culture. Executive Secretary. Contract Management and Inspection Manual (2013); In 2/2008; Coelho (2017); Quitério and Filho (2019).

The execution of the contract must be managed by the constant presence of a manager and an inspector, and the hiring of third parties to assist them is also permitted. According to Furtado (2015), in order for the principle of segregation of functions to be met, it is not feasible for those who participated in the initial planning (preparation of the terms of reference, notice, and others) to be part of the bidding committee, which is responsible for the analysis of the documentation that, at the end of the competition, will declare the winner of the most advantageous proposal for the acquisition of the service by the Public Administration.

It is not common in public administration to indicate in advance the manager and supervisor of the contract for services that are yet to be tendered, not making a connection with the internal phase of the management activity, which is a mistake. The appointment of the manager and inspector occurs, in most cases, when the company has already been declared the winner of the competition, in the moments before the contract comes into force (BARRAL, 2018).

Gomes (2016), when carrying out research focusing on contract management in public administration, came to the conclusion that the Contract Management Centre (NGC) is made up of a team that works in the bureaucratic part of management and that this team is responsible for monitoring the process that involves all stages. Documentation control must be standardised in terms of technical procedures before, during, and after contract execution. NGC is responsible for observing all supporting documentation, and only then will effective payment be made to the service provider.

Companies that provide services to the public administration will be subject to receiving payment for the services provided, as long as the following documentation is presented: proof of the percentage of services that were performed through a measurement spreadsheet; proof of payment of social security and labour obligations INSS/FGTS); and payroll and payment receipts with a complete GFIP containing the list of employees by name (BRASIL, 2017). In Table 6, it is possible to view all documentation required before the contract is signed, as well as all monthly documentation requested by NGC.

**Table 6 - Documentation control by NGC**

Controle de documentações	Documentação que deve ser apresentada
Documentation that must be required from the beginning of the contract	Proof of payment of the amount relating to the Contractual Guarantee
	Clearance Certificates of Debts with the Public Administration
	Certificates of Technical Capacity
	Contractor's Tax Regularity
Documentation required monthly from the Contractor when forwarding partial measurements (Monthly)	Invoices – Measurement Spreadsheet and Invoice Summary
	Letter of Justification for the FAP table in the GFIP
	Complete GFIP:
	File sending protocol – Social Connectivity
	RE – Employee List (Referring to the Policyholder)
	Summary of Social Security information contained in the SEFIP file – Service/Work Taker.
	GRF Analytical Report as well as proof of payment;
	GPS Analytical Report as well as proof of payment;
	Copy of the Payroll with information pertinent to the Policyholder;
	Proof of declaration of contributions to be paid to Social Security;
Joint Clearance Certificate of debts relating to Federal Taxes and Union debt;	
FGTS Regularity Certificate;	
Tax Debt Clearance Certificate – State;	
Tax Debt Clearance Certificate – Municipal;	
CNDT – Clearance Certificate of Labor Debts.	
Others that are relevant to the contractual object.	

Source: Adapted from Gomes (2016) and Brasil (2017).

Zhu, Ng, and Wang (2017) say that if there are no processes and procedures to be followed in contractual management, contractual control can be said to have failed. Soliño (2019) makes this truth more comprehensive when he says that the potential negative effects of outsourcing can be reduced, to a large extent, through the establishment of appropriate contracts and constant monitoring of the contractor's performance. This, in turn, fundamentally depends on the competence of the team that will manage the contracts.

The theme that deals with the management and supervision of outsourced contracts in public administration has already been the subject of research, for example by Gomes (2016), Coelho (2017), Barral (2018), Neves (2018), Terra (2019), and Neves (2020), which is clear in Table 7, which shows research and respective authors that focus on the management and supervision of administrative contracts.



**Table 7** – Research focusing on management and supervision of administrative contracts

Theme of the works	Author/year of research
Contract management in Public Administration	Gomes (2016)
Administrative service outsourcing contracts: the limits of responsibility of the inspector/contract manager within the scope of Brazilian public administration	Coelho (2017)
Management and supervision of administrative contracts	Barral (2018)
Contract management and control mechanisms in labor outsourcing: Case study at IAM/FIOCRUZ/PE	Neves (2018)
The perception of inspectors regarding the monitoring and inspection of labor outsourcing contracts at UNIFAL/MG	Terra (2019)
Outsourcing of services in the public sector and management control mechanisms for cooperation and coordination of activities	Neves (2020)

According to Magalhães, Carvalho Neto, and Gonçalves (2010), contract management is challenging, and among the many challenges encountered, four stand out among the works already published on the subject: i) having a qualified team of outsourced workers; ii) guaranteeing the improvement of the quality of services; iii) ensuring the standardisation of contracted services; and iv) obtaining commitment from outsourced workers.

An important measure to be taken by managers of outsourced service contracts is the implementation of management based on measuring service delivery through the performance of the contracted company. Defining the variables is of great importance so that contractual effectiveness can be achieved (ROSA, BENEDETI, MENDES, 2018).

According to Miranda, Santos, and Almeida (2019), which was based on the work of Silveira (2017), Sales (2016), Faria (2009), Padoveze and Bertolucci (2005), Law 8666/93, INC 01/2016 and IN 05/2017, Williamson (1985), Faria (2009), Schubert and Waquil (2014), and Sales (2016), which deal with risk management of outsourcing contracts in the public sector, with regard to contractual measurement, if the public administration has its perspectives resolved and effectiveness is present, the following must be taken into account: i) Variables in the financial perspective: liquidity indices, revenue, time of existence of the company, number of employees, framework of the company, and number of penalties in the public sphere; ii) Variables from the operational perspective: training, level of internal control, additional contract terms, contract value; iii) Variables from the labour and social security perspectives: verification of certificates proving labour regularity, proof of supplementary benefits (transport vouchers, food, etc.), number of labour lawsuits; iv) Socio-environmental perspectives: v) Variables from the perspective of transaction cost theory: existence, degree of occurrence of opportunism, limited rationality, uncertainty, specificity of assets, frequency (number of contracts signed).

It is clear that there must be a relationship between current legislation, the administration's perspectives, and the variables to achieve those perspectives. Management models must have legal support so that public administration has its perspectives fully achieved (Miranda, Santos, and Almada, 2019). In outsourced service contracts, performance-based management can be adopted, which can be measured in terms of product availability, use, or even customer satisfaction.

The success or effective delivery of outsourced services does not depend exclusively on the supplier but on the attitudes of the contractor, who, when adopting contracts based on the contractor's performance, may include clauses defining roles, responsibilities, and performance variables, as well as management provisions and/or monitoring. Since each contract has its own characteristics, this can be a solution to the problems encountered when outsourcing (AKKERMANS et al., 2019).

#### IV. Discussion

The research results present, firstly, the variables “personal data and characterization and the process of identifying the manager or inspector of outsourced service contracts.” Regarding the profile of managers and inspectors of TJAC outsourced service contracts, it was found that in relation to gender, 82% of those interviewed were male and 18% were female.

Regarding the level of education, the results indicate that 65% of the participants have a specialization. This result is positive, taking into account that training and/or specialisation can represent superior performance in the exercise of contract management. In relation to the length of service provided as a TJAC employee, the result shows that 28% of those interviewed have up to 5 years of service, 27.27% from 5 to 10 years, 18.18% from 11 to 15 years, 18.18% aged 21 to 25, and 9.09% with more than 26 years of service. It is clear that employees have the capacity to carry out their duties and have the ability to work in the field. In this sense, the time in which the employee works in an organisation can be a guarantee of the development of skills and abilities to master their duties (Bonelli; Cabral, 2018).

## *Management of outsourced service contracts in public administration: a case study at the Court of Justice of the State of Acre*

In relation to the time spent working as a manager or inspector, the result found is satisfactory, taking into account that the majority of interviewees (72.73%) have been working for more than 3 years, a time that allows them greater experience and knowledge of the object to be inspected.

The number of contracts under the responsibility of the interviewees, considering the period between January 1st and December 30th, 2021, resulted in 63.64% of the interviewees stating that they have more than 5 contracts under their responsibility, 27.27% with 3 contracts, and only 9.09% with just 1 contract.

There is no parameter in the legislation for the number of contracts or outsourced workers that must be managed by a server; however, care must be taken to ensure there is no overload. In this case, it is necessary to use common sense on the part of the administration, taking into account the complexity of the contract and the volume of work. It is noted that for 63.64% of those interviewed, it is possible that there is an overload in management and functions as a server, in addition to these.

As mentioned, TJAC has an exclusive management department for contracts, responsible for all procedures relating to the reception of requests for services, preparation, formalisation, advertising, registration, and archiving of all contracts. All contract management actions are monitored and validated by TJAC legal advice through a legal opinion to support management.

Regarding the participation of managers and inspectors in the preparation of the contract and definition of the object, it was found that i) they only manage contracts that will be executed in the departments where they are assigned as employees; ii) of the 11 interviewees, 10 stated that they participated directly in the planning and preparation of the contract, as well as in the definition of the object they manage.

According to Barral (2018), although it is not practical in public administration, the advance appointment of the manager and inspector is necessary for good management as well as participation in all stages of the service contracting process. In this sense, the result is satisfactory, as the participation of managers and inspectors within the scope of TJAC results from the identification of the need for hiring.

Regarding the appointment to work in contract management, the results show that the TJAC has the following practice: i) The appointment of contract managers is made by the presidency; ii) the manager (director) will proceed with the appointment of inspectors; iii) the servers for contract management are assigned to the department where the service will be delivered; iv) the contracted services must be delivered to the requesting board.

Regarding specific knowledge in areas involving bidding, public contracts, social security, and labour issues, the results showed that at TJAC, the majority of employees do not have advanced knowledge about public bidding; 9% only claim to have advanced knowledge, and 46% have considerable knowledge. The percentages are repeated regarding knowledge of public contracts. When knowledge is about social security and labour issues, 64% say they have reasonable knowledge and 9% have little knowledge. One possible reason is that there is a logistics department, a hiring management team, and a legal advisor who are committed to mastering the matter and thus providing support to managers and inspectors.

When asked about the training required to take on the role of manager or inspector, the results presented were that 54.55% of those interviewed responded that no training was required and 45.45% said that training was required. It is clear that there was no standard for the appointment of contract managers. IN No. 5/2017 and Law No. 8,666/93 do not present requirements regarding the qualifications that must be provided.

The results of the practical management/supervision variable on the resources received to act as manager/supervisor, it is possible to infer that all interviewees received all the necessary material resources and 72.73% claim to have received human resources, assistants to help with the work of management. According to IN n° 5/2017, there is no number of auxiliary employees that must be made available for management or inspection activities and the activities can be carried out by only a single employee.

Regarding the use of resolution in the management of administrative contracts, according to the interviews, they reveal a lack of systematization when it comes to standard procedures. If there is a systematization, it was not mentioned and is not even known by the survey respondents. A similar result to this was found in research by Pereira (2017) who states that the lack of systematization, regarding the resolution of contract management and inspection procedures, denotes a lack of information for management. According to Espinoza (2016), it is important for the Public Administration body to maintain a contract management manual.

With the interviewees' reports, it was possible to find out which tools are used for contract management, namely: i) SEI (Electronic Information System); ii) Microsoft Excel control spreadsheets; iii) JUSTCONT (System for recording and controlling contract durations) and iv) Microsoft Word documents. IN n° 5/2017, in art. 47, provides guidelines so that the execution of the contract must be monitored using control instruments that include the measurement of aspects of the contract object.

In view of what has been raised, we can infer that these procedures, within the scope of the TJAC, are not included in manuals, and each inspector uses their own instruments, with the use of the Electronic Information System (SEI) being common among them. Regarding the recording of occurrences, all interviewees point to the use of the SEI as a place of registration. Barral (2018) states that it is important for the inspector to

*Management of outsourced service contracts in public administration: a case study at the Court of Justice of the State of Acre*

keep daily records of occurrences, preferably so that the agent of the contracted company is informed, as this will contribute not only to the public administration but also to society since work not executed as planned will reflect on the services provided to the citizen.

According to those interviewed, the main occurrences are: i) incomplete documentation for invoice certification; replacement of personnel, which may harm the continuity of services; sending fewer employees than hired; request to send technical personnel; non-delivery of services, as per contract; failure to meet deadlines; delay in paying salaries to outsourced employees; clearance certificates for overdue debts; and changes to the project (from what was contracted).

According to those interviewed, the main transfer policies for management acts are: i) the SEI, which is public; ii) the monthly reports on service provision that are prepared, as well as technical notes and made available to the TCE; iii) publication of the Official Gazette of Justice; and iv) publication of preliminary technical studies and all contract information on the TJAC governance and management portal. In view of the results, it is concluded that the TJAC exercises a policy of transparency in the management activities of administrative contracts, observing the provisions of the constitutional principle of publicity, as transparency is considered a fragment of this (Santos; Visentini, 2018).

Regarding the results when the subject is contract risk management and mitigation, it is concluded that there is no single understanding on the part of those interviewed, and there is a lack of depth from those responsible for contract management within the scope of TJAC. The results show a frequency of 63.63% of respondents who say they are not aware of actions to mitigate risks.

When asked about their perception of the incentives they receive for contract management, the results are satisfactory: 36% say always and 55% say often. TJAC, in addition to providing material and human resources to assist in contract management, has a training school in which “course planning takes place based on the manager's requests” (Inspector 1). Therefore, all incentives provided for contract management are important, as inspection work makes it possible to detect possible irregularities. According to Inamine, Erdmann, and Marchi (2012), the resources, especially technological ones, provided to those responsible for contract management can promote efficiency and cost reduction in procurement processes in public administration.

Regarding the qualification and training programme, the results show that there is a continuity of qualifications and training; however, the programming is at the discretion of the employee's school based on requests from managers (directors) of each directorate. Of those interviewed, 90.90% stated that there is continuity in training and qualification.

The research participants were asked about their perception of the level of importance attributed to the management of outsourced service contracts so that there is effectiveness in the provision of services. According to those interviewed, 81.85% perceive it as very important and 18.18% as important. If management activities are not carried out with due attention, causing losses to public coffers, the person responsible may be liable civilly, criminally, and administratively, depending on the losses caused (Gomes, 2016).

When asked about suggestions and other perceptions, the results indicate a frequency of 81.82% for the perception that there is greater performance with the use of outsourcing as an administrative support tool. Corrêa et al. (2022) state that knowledge of the costs of services, on the part of public administrations, is fundamental to achieving efficiency in the provision of services. The result is repeated when the perception is to reduce costs. Regarding the advantages of outsourcing, there are lower costs, the presence of qualified labour, and flexibility in replacing employees.

As a result of his research, Young (2007) points out that the advantages of outsourcing are reducing costs, focusing on essential skills, increasing the flexibility of the workforce, and increasing the power of management over the workforce. Olofsson, Aspelin, Bohlin, and Blomqvist (2019) point out as an important advantage of outsourcing the possibility of drawing up a specific contract, allowing the administration to not have major problems with outsourcing.

Regarding the disadvantages of outsourcing, the results point to the lack of delivery of services and delays, a possible lack of quality in services, the possible replacement of good employees, and low salaries for outsourced employees. The results presented in this work are in line with the results of research carried out by Young (2007), which presents as disadvantages the lack of specialization and recruitment problems, which can cause difficulties in providing services.

According to the testimony of Inspector 6, the institutions accumulate a great deal of experience, and it is very important that there is cooperation between public institutions so that experiences in these contractual relationships, in supervision, are shared. The interviewee expresses that he feels a lack of interaction between the bodies regarding issues from his own experience in contract management and that each one acts in isolation. The results of this research show that in order for there to be security in the effectiveness of the provision of outsourced services to the public administration, it is necessary to constantly train inspectors, managers, and other agents, even though they have at their disposal all the necessary means for the good performance of their duties.

## *Management of outsourced service contracts in public administration: a case study at the Court of Justice of the State of Acre*

In short, contract management in the provision of outsourced services in the public administration, within the scope of the Court of Justice of the State of Acre, occurs through the effective participation of managers and inspectors throughout the process of acquiring the object (services) and that they have knowledge of the object being inspected or contracted; however, more training is needed when it comes to legislation applied to public contracts, tax, and labour legislation. The lack of a standard procedure manual can make work difficult. The results show that there may be an overload of services for the servers responsible for management, such as many contracts under their responsibility.

### **V. Conclusions**

The study's exploratory data help to explain the main factors that imply the good employability of resources, as well as the responsibilities that fall on managers and inspectors in the delivery of services predetermined by the public administration.

The present study found that, in this specific case, the Court of Justice of the State of Acre presented the conformities established in the legislation, in which the managers are, for the most part, appointed by the president, the inspectors are appointed by the managers, and that they exercise their activities in the sector where they are located and the services will be provided.

In relation to management practices, it was found that TJAC provides all the necessary resources to carry out actions involving contract management. It was observed that there is a possible overload of services and that there is no regulation of standard procedures for managers and inspectors, which, according to Espinoza, Amaral, and Silva (2016), can become a difficulty in defining standards to be followed.

The results presented show that there is a perception that TJAC often provides incentives for qualification in contract management through human and material resources provided to managers and inspectors, promoting continued training and training through the server school.

It was found that TJAC has a group of managers and inspectors capable of doing a good job; however, in some aspects, attention is needed to achieve administrative efficiency, such as the use of a manual of standard procedures and greater training, especially in issues involving social security and labour issues and contractual risk management.

Despite the notes that show that it is possible to improve contract management, within the scope of TJAC, the team of managers and inspectors appears capable and qualified, and with this, it is possible to affirm that there is fluidity in the provision of services.

As its main contribution, the research presents the empirical results of the discussions, such as indications for acting as a manager or inspector, management and inspection practices, and the importance attributed to the functions of management and inspection of outsourced service contracts, which serve as a basis for future research.

Other contributions consider the interface between the results obtained, theories, and Brazilian legislation, especially the evaluation of the work performed by civil servants so that the delivery of services is not compromised by the accumulation of functions (Terra, 2019); the qualification of the agents involved and the monitoring of processes (Cunha, 2017); and the importance of creating management protocols in the form of a management manual as a way of resolving doubts and bringing practical and accessible solutions to possible problems that may arise (Espinoza, Amaral, Silva, 2016).

Likewise, the relationship between practices and what the legislation in force in Brazil recommends is considered, a relevant factor highlighted, above all, in the context of the COVID-19 pandemic in the years 2020 and 2021 in the country where contracts were the subject of investigations.

The legislation that regulates outsourced activity encompasses a set of rules and precepts embodied in Decree-Law 200/67 (Specific for Public Administration) of 1967, in Law No. 5,645, which provides explanations on which activities would preferably be carried out indirectly. of 1970, in Law No. 8,666/93 (Tender Law) of 1993, in the regulation of art. 37, item XXI, of the Federal Constitution, establishes rules for bidding and contracts with the Public Administration, in Law No. 8,863 of 1994, which provides for the amendment of Law No. 7,102/83 (Adding the Public Sector), in Decree 2,271 of 1997, which provides on contracting services, talks about the activities to be performed and establishes limits on the use of outsourcing in the public sector, in Decrees nº 5,450 of 2005 and nº 5,504, 2008 – Normative Instruction 02, 2017 – Normative Instruction 05, in Decree nº 9,507/ 2018 – revoking Decree 2,271/97, which deals with restrictions on direct, autonomous and foundational Public Administration and flexibility for state-owned companies, which clearly deals with ancillary activities and core activities of Public Administration, vetoing outsourcing.

Thus, with due advance notice, efficient control of the validity of contracts means that necessary documents will be provided for renewal or for a new contract, which includes market research, consultation with the contractor regarding whether or not they are interested in renewal, and the collection of the required certificates, among other things. These include debt denials from the INSS [CND], FGTS, and Federal Treasury,

## *Management of outsourced service contracts in public administration: a case study at the Court of Justice of the State of Acre*

budget blocking for the provision of resources to cover expenses, and consultation with the legal area. These measures may result in a reduction in expenses or may not contribute to their increase. (Oliveira; Leone; Souza, 2020).

Among other contributions of the study, it is noted that the manager's experience and qualifications are fundamental in controlling operations, important factors considering that the public administration may be liable for damages caused by the company under its responsibility.

The interviewees' lack of advanced knowledge about bidding was observed. The cause may be the centralization of this knowledge in the logistics department, in hiring management, and in legal advice, which provide support to these managers and inspectors. Therefore, investing in training in this area can contribute to better performance.

Regarding the training of inspection and management agents in the social security and labour areas, there is yet another deficit. Even with the help of legal advice, management, and logistics directors, the lack of knowledge in these areas can cause defects in inspection, which will not always be able to be verified by the team that has the knowledge. Public agents are, therefore, always at the mercy of validation from another team, compromising the exercise of their function and causing setbacks for the administration.

When observing the results of the training required at the time of hiring to perform the functions, only for inspectors 1, 2, 3, and 5, and manager 4, some training was required. As for the others, it was not required. It is important that there is a standard for the appointment of employees, preferably those who have recognised knowledge or experience in the area of management or supervision.

Regarding the standardisation of procedures, there is a lack of systematisation, and, therefore, it is considered pertinent to adopt and maintain a contract management manual with guidelines, standards, frequently asked questions, and solutions to possible problems.

It was concluded that the management of public contracts must be guided by the good employability of resources coming from taxpayers who will benefit directly or indirectly from the contracted object; therefore, managers and inspectors must be aware that the responsibility for effective delivery will fall on them.

The following limitations were observed in this research: i) difficulties in finding a model or instrument to apply the interview; ii) the long wait during the administrative authorization process for the interview; iii) during the interview period, two of the potential interviewees were on vacation; and iv) the pandemic situation (COVID-19), which caused a delay in returning the interviewees' acceptance, given the distance that should be maintained, such as national health recommendations.

As a suggestion for future research, there are: i) analysis of the management of outsourced service contracts in the private sector; ii) management of outsourced service contracts and the new Bidding Law, Law No. 14,133, of April 1, 2021; iii) management of contracts for the delivery of materials to the Public Administration; and iv) management of contracts involving labour and materials for the Public Administration.

Despite the notes that show that it is possible to improve contract management, within the scope of TJAC, the team of managers and inspectors appears capable and qualified, and with this, it is possible to affirm that there is fluidity in the provision of services.

Most organisational studies do not aim to formulate a theory from scratch but rather seek to improve what already exists (WHETTEN, 2003). In the case of this study, it is considered that the processes explored here under the conditions specified here can delimit the theories related to the topic, enabling changes in the practices of organisational sciences in the public sector.

It is hoped that the study can contribute to new studies and to the advancement of new discussions about contract management in the public sector, especially in the current context in which Brazilian society observes and discusses ethical deviations and corruption in public management.

## References

- [1]. AKKERMANS, H. et al. Contracting outsourced services with collaborative key performance indicators. *Journal of Operations Management*, v. 65, n. 1, p. 22-47, jan. 2019.
- [2]. ALVARENGA MIZAE, G.; CHAGAS MURAD, C. G.; MARCELO ANTONIALLI, L. Perspectivas da Terceirização na Administração Pública na Nova Abordagem de Contratação. *Teoria e Prática em Administração*, v. 10, n. 1, 2020
- [3]. ALVES, A. P. G. A evolução histórica das licitações e o atual processo de compras públicas em situação de emergência no Brasil. *REGEN Revista de gestão, negócios e economia*, v.1, n. 2, p. 40-46. 2020.
- [4]. ANDERSSON, F.; JORDAHL, H.; JOSEPHESON, J. Outsourcing public services: Contracting, cost, and quality. *CESInfo Economic Studies*, p. 1-24. DOI: 10.1093/cesifo/ifz009. 2019.
- [5]. BARRAL, D. A. O. *Gestão e Fiscalização de contratos administrativos*. Brasília: ENAP. 2018.
- [6]. BARDIN, L. *Análise de conteúdo*. São Paulo: Edições 70. 2011.
- [7]. BONELLI F.; CABRAL S. Efeitos das competências no desempenho de contratos de serviços no setor público. *Revista de Administração Contemporânea*, v. 22, n. 4, p. 487-509. 2018.
- [8]. BORBA, M. F. *Gestão da qualidade no Serviço de Administração: uma proposta para a Fiocruz*. 2018. 102 f. Dissertação (Mestrado em Saúde Pública) Brasília. Escola Nacional de Saúde Pública Sergio Arouca - ENSP, 2015. Disponível em: <[https://sil0.tips/queue/gestao-da-qualidade-no-servio-de-administracao-uma-proposta-para-a-fiocruz-brasil?&queue\\_id=-](https://sil0.tips/queue/gestao-da-qualidade-no-servio-de-administracao-uma-proposta-para-a-fiocruz-brasil?&queue_id=-)

*Management of outsourced service contracts in public administration: a case study at the Court of Justice of the State of Acre*

- [1&v=1650314245&u=MjgwND03ZjU6ZjQ4MDoyYmM0OmMwNTQ6ZWU3OjVlNmU6Y2NmNQ==>](#). Acesso em: 21 ago. 2020.
- [9]. BRASIL. Decreto-Lei 200, de 25 de fevereiro de 1967. Dispõe sobre a organização da Administração Federal, estabelece diretrizes para a Reforma Administrativa e dá outras providências. Diário Oficial [da] República Federativa do Brasil, Brasília, 27 mar. 1967 (suplemento) Disponível em: <[http://www.planalto.gov.br/ccivil\\_03/decreto-lei/del0200.htm](http://www.planalto.gov.br/ccivil_03/decreto-lei/del0200.htm)>. Acesso em: 28 set. 2020.
- [10]. BRASIL. Decreto 2.271, de 7 de julho de 1997. Dispõe sobre a contratação de serviços pela Administração Pública Federal direta, autárquica e fundacional, e dá outras providências. Diário Oficial [da] República Federativa do Brasil, Brasília, p. 14293, 08 jul.1997. Disponível em: <[http://www.planalto.gov.br/ccivil\\_03/decreto/d2271.htm#:~:text=DECRETO%20No%202.271%2C%20DE%207%20DE%20JULHO%20DE%201997.&text=Disp%C3%B5e%20sobre%20a%20contrata%C3%A7%C3%A3o%20de,que%20he%20confere%20o%20art](http://www.planalto.gov.br/ccivil_03/decreto/d2271.htm#:~:text=DECRETO%20No%202.271%2C%20DE%207%20DE%20JULHO%20DE%201997.&text=Disp%C3%B5e%20sobre%20a%20contrata%C3%A7%C3%A3o%20de,que%20he%20confere%20o%20art)>. Acesso em: 22 set. 2020.
- [11]. BRASIL. Decreto nº 5.450, de 31 de maio de 2005. Regulamenta o pregão, na forma eletrônica, para aquisição de bens e serviços comuns, e dá outras providências. Diário Oficial [da] República Federativa do Brasil, p. 5, 01 jun. 2006. Disponível em: <[http://www.planalto.gov.br/ccivil\\_03/\\_ato2004-2006/2005/decreto/d5450.htm](http://www.planalto.gov.br/ccivil_03/_ato2004-2006/2005/decreto/d5450.htm)> Acesso em: 20 set. 2020.
- [12]. BRASIL. Decreto nº 5.504, de 5 de agosto de 2005. Instrução Normativa 02, 2017 – Instrução Normativa 05, no Decreto nº 9.507/2018 – revogando o decreto 2.271/97. Diário Oficial [da] República Federativa do Brasil, p. 3-4, 24 set. 2018. Seção 1. Disponível em: <[http://www.planalto.gov.br/ccivil\\_03/\\_ato2004-2006/2005/decreto/d5450.htm](http://www.planalto.gov.br/ccivil_03/_ato2004-2006/2005/decreto/d5450.htm)>. Acesso em: 22 set. 2020.
- [13]. BRASIL. Decreto nº 9.507 de 21 de setembro de 2018. Dispõe sobre a execução indireta, mediante contratação, de serviços de administração pública federal direta, autárquica e fundacional e das empresas públicas e das sociedades de economia mista controladas pela união. Diário Oficial [da] República Federativa do Brasil. 24 set. 2018, p. 3. Disponível em: <[http://www.planalto.gov.br/ccivil\\_03/\\_ato2015-2018/2018/decreto/d9507.htm](http://www.planalto.gov.br/ccivil_03/_ato2015-2018/2018/decreto/d9507.htm)> Acesso em: 22 set. 2020.
- [14]. BRASIL. Instrução Normativa nº 2, de 9 de outubro de 2017. Regulamenta o § 14 do art. 21 da Portaria Interministerial MP MF CGU nº 424, de 30 de dezembro de 2016, para estabelecer regras e diretrizes de acessibilidade a serem observadas nas obras e serviços de engenharia custeados com recursos de convênios e contratos de repasse. Diário Oficial [da] República Federativa do Brasil, 10 out. 2017. Seção 1, p. 47. Disponível em <<https://antigo.plataformamaisbrasil.gov.br/legislacao/instrucoes-normativas/instrucao-normativa-n-2-de-9-de-outubro-de-2017>>. Acesso em 18 set. 2020.
- [15]. BRASIL. Instrução Normativa nº 5, de 26 de maio de 2017. Dispõe sobre as regras e diretrizes do procedimento de contratação de serviços sob o regime de execução indireta no âmbito da Administração Pública Federal direta, autárquica e fundacional. Diário Oficial [da] República Federativa do Brasil. 26 mai. 2017. Seção 1, p. 90. Disponível em: <[https://www.in.gov.br/materia/asset\\_publisher/Kujrw0TZC2Mb/content/id/20239255/do1-2017-05-26-instrucao-normativa-n-5-de-26-de-maio-de-2017-20237783](https://www.in.gov.br/materia/asset_publisher/Kujrw0TZC2Mb/content/id/20239255/do1-2017-05-26-instrucao-normativa-n-5-de-26-de-maio-de-2017-20237783)>. Acesso em: 22 set. 2020.
- [16]. BRASIL. Lei nº 5.645, 10 de dezembro de 1970. Estabelece diretrizes para a classificação de cargos do Serviço Civil da União e das autarquias federais, e dá outras providências. Diário Oficial [da] República Federativa do Brasil. 11 dez 1970. Disponível em: <[http://www.planalto.gov.br/ccivil\\_03/leis/L5645.htm#:~:text=L5645&text=LEI%20N%C2%BA%205.645%2C%20DE%2010%20DE%20DEZEMBRO%20DE%201970.&text=Estabelece%20diretrizes%20para%20a%20classifica%C3%A7%C3%A3o,fe derais%2C%20e%20d%C3%A1%20outras%20provid%C3%Aancias](http://www.planalto.gov.br/ccivil_03/leis/L5645.htm#:~:text=L5645&text=LEI%20N%C2%BA%205.645%2C%20DE%2010%20DE%20DEZEMBRO%20DE%201970.&text=Estabelece%20diretrizes%20para%20a%20classifica%C3%A7%C3%A3o,fe derais%2C%20e%20d%C3%A1%20outras%20provid%C3%Aancias)>. Acesso em: 19 set. 2020.
- [17]. BRASIL. Lei nº 7.102, 20 de junho de 1983. Dispõe sobre segurança para estabelecimentos financeiros, estabelece normas para constituição e funcionamento das empresas particulares que exploram serviços de vigilância e de transporte de valores, e dá outras providências. Diário Oficial [da] República Federativa do Brasil. 21 jun. 1983, p. 10737. Disponível em: <[http://www.planalto.gov.br/ccivil\\_03/leis/l7102.htm](http://www.planalto.gov.br/ccivil_03/leis/l7102.htm)>. Acesso em 15 set. 2020.
- [18]. BRASIL. Lei nº 8.666 de 21 de junho de 1993. Regulamenta o art. 37, inciso XXI, da Constituição Federal, institui normas para licitações e contratos da Administração Pública e dá outras providências. Diário Oficial [da] República Federativa do Brasil. 22 jun. 1993, p. 8269. Disponível em: <[http://www.planalto.gov.br/ccivil\\_03/leis/l8666cons.htm](http://www.planalto.gov.br/ccivil_03/leis/l8666cons.htm)>. Acesso em 15 set. 2020.
- [19]. BRASIL. Lei nº 8.863, 28 de março de 1994. Altera a Lei nº 7.102, de 20 de junho de 1983. Diário Oficial [da] República Federativa do Brasil. 29 mar. 1994, P. 4553 Disponível em:<[http://www.planalto.gov.br/ccivil\\_03/leis/l8863.htm](http://www.planalto.gov.br/ccivil_03/leis/l8863.htm)> Acesso em: 15 set 2020.
- [20]. CALDEIRA, L. B.; CALDEIRA P. Z. Comparação de custos com motoristas em universidade federal: servidores públicos vs terceirizados. *Revista de Administração Pública*. Rio de Janeiro, v. 53, n. 4, p. 780-790. 2019.
- [21]. COELHO, S. P. Contratos administrativos de terceirização de serviços: os limites de responsabilização do fiscal/gestor de contratos no âmbito da administração pública brasileira. 2017. 53 f.. Trabalho de conclusão de curso (Especialista em Gestão Pública) – Universidade de Brasília, Brasília, 2017. Disponível em: <https://bdm.unb.br/handle/10483/18563> Acesso em 16 set. 2020.
- [22]. CUNHA, A. K. B. G. *A atividade de fiscalização de contratos de terceirização em uma instituição federal de ensino superior*. 2017. 101 f. Dissertação (Mestrado). Universidade Federal do Ceará. Fortaleza. 2017. Disponível em:<<https://repositorio.ufc.br/handle/riufc/21873>> Acesso em: 30 ago. 2020.
- [23]. CORRÊA, I. et al. Distorções de incentivo ao desempenho e redução de motivação no serviço público federal no Brasil= Distortions of incentive to performance and reduction of motivation in the federal public service in Brazil. *Revista do Serviço Público*, v. 71, n. 3, p. 476-503, 2020.
- [24]. ESPINOZA, L. M. de A.; AMARAL, M.; SILVA, S. Gestão do Conhecimento para fiscais de contratos na Administração Pública. In: *Congresso nacional de excelência em gestão*. Anais. Rio de Janeiro. 2016. Disponível em: <[http://ter.sites.uff.br/wp-content/uploads/sites/490/2016/01/TFC\\_LILIAM-MARCYA-DE-ANDRADE-ESPINOZA.pdf](http://ter.sites.uff.br/wp-content/uploads/sites/490/2016/01/TFC_LILIAM-MARCYA-DE-ANDRADE-ESPINOZA.pdf)> Acesso em: 12 ago. 2020.
- [25]. FANTIATO, M. *Métodos de pesquisa*. Programa de Pós-graduação em sistema de informação. São Paulo: USP. 2015. Disponível em: <<https://atualiza.aciaraxa.com.br/ADMArquivo/arquivos/arquivo/M%C3%A9todos-de-Pesquisa.pdf>>. Acesso em: 15 set. 2020.
- [26]. FERNANDES, C. C. Compras Públicas no Brasil: Tendências de Inovação, Avanços e Dificuldades no Período Recente. *Administração Pública e Gestão Social*, v. 11 n. 4, p. 1-19. 2019.
- [27]. GODOY, A. S. Introdução à pesquisa qualitativa e suas possibilidades. *Revista de Administração de Empresas*, São Paulo, v. 35, n. 2, p. 57-63. 1995.
- [28]. GOMES, A. R. G. A Gestão de Contratos na Administração Pública. Id onLine. *Revista Multidisciplinar e de Psicologia*. Ano 10, v. 29. 2016. Disponível em:<: <file:///D:/Downloads/386-1044-1-PB.pdf>> Acesso em 15 ago. 2020.

## Management of outsourced service contracts in public administration: a case study at the Court of Justice of the State of Acre

- [29]. GUIMARÃES, D. E. L.; SOARES, C.S.; SANTOS, E.A. Gestão de riscos trabalhistas e previdenciários nos contratos de terceirização no setor público: estudo de caso em uma autarquia federal. *Revista de gestão e secretariado*, v. 12, n.1, p. 356-377. 2021.
- [30]. GÜNTHER, H. (2006) Pesquisa Qualitativa versus Pesquisa Quantitativa. Esta é a questão? *Revista Psicologia: Teoria e Pesquisa*. Vol.22, n.2, p.201-210, Universidade de Brasília.
- [31]. GRANDIA, J.; MEEHAN, J. Public procurement as a policy tool: using procurement to reach desired outcomes in society. *International Journal of Public Sector Management*, v. 30, n. 4, p. 302-309. 2017.
- [32]. GIRTH, A. M. What Drives the Partnership Decision? Examining Structural Factors Influencing Public-Private Partnerships for Municipal Wireless Broadband. *International Public Management Journal*, v. 17, n. 3, p. 344-364. 2014. DOI: 10.1080/10967494.2014.935240
- [33]. INAMINE, R.; ERDMANN, R. H.; MARCHI, J. J. Análise do sistema eletrônico de compras do governo federal brasileiro sob a perspectiva da criação de valor público. *RAUSP Management Journal*, v. 47, n.1, p. 124-139. 2012.
- [34]. JUSTEN, M., Fº Curso de direito administrativo. *Revista dos Tribunais*, 10. ed. São Paulo. 2018.
- [35]. LAIHONEM, H.; MÄNTYLÄ, S. Principles of performance dialogue in public administration. *International Journal of Public Sector Management*, v.30, n.5, p. 414-428. 2017.
- [36]. LIN, C.; PERVAN, G.; MCDERMID, D. Issues and recommendations in evaluating and managing the benefits of public sector. *Information Technology and People*, v. 20, n. 2, p. 161-183. 2007.
- [37]. MACDONALD, P. B. C. O papel representativo do poder judiciário em um estado democrático de direito. *Revistas dos departamentos de filosofia da Universidade Federal do Paraná*. Curitiba, São Carlos, v. 17, n. 2, p.154-169.2020.
- [38]. MANARINO, M. P. *Gestão e fiscalização de contratos de terceirização de mão de obra: o caso da Universidade Federal de Juiz de Fora em um estudo comparativo*. 2017. 87f. Dissertação (Mestrado profissional. Programa de Pós-Graduação em Gestão e Avaliação da Educação Pública, Juiz de Fora). Universidade Federal de Juiz de Fora, 2017. Disponível em: <<http://mestrado.caedufjf.net/gestao-e-fiscalizacao-de-contratos-de-terceirizacao-de-mao-de-obra-o-caso-da-universidade-federal-de-juiz-de-fora-em-um-estudo-de-caso/>> Acesso em: 18 set. 2020.
- [39]. MANTOVANI, G. V. *Fiscalização administrativa de contratos terceirizados no HU-UFGD*. 2019. 79 f. Dissertação (Mestrado Profissional em Administração Pública em Rede Nacional) – Faculdade de Administração, Ciências Contábeis e Economia, Universidade Federal da Grande Dourados, Dourados. 2019. Disponível em: <<https://repositorio.ufgd.edu.br/jspui/handle/prefix/937>> Acesso em: 10 set. 2020.
- [40]. MARCONI, M. de A.; LAKATOS, E. M. Metodologia do trabalho científico. 7. ed. São Paulo: Editora Atlas, 2007.
- [41]. MENDES, L. L. F.; FERREIRA, F. P. M. Outsourcing Contracts in Public Administration: dynamics of using the linked account at the Regional Labor Court of Minas Gerais. *Research, Society and Development*, [S. l.], v. 9, n. 11. 2020.
- [42]. MIZAEL, G. A.; MURAD, C. G. C.; ANTONIALLI, L. M. Perspectivas da Terceirização na Administração Pública na Nova Abordagem de Contratação. *Teoria e prática em Administração*, v. 10, n. 1, p. 25-37. 2020
- [43]. MORÉ, C. L. O. O. A “entrevista em profundidade” ou “semiestruturada”, no contexto da saúde: dilemas epistemológicos e desafios de sua construção e aplicação. Trabalho completo em *Investigação Qualitativa em Ciências Sociais*, v.3, p. 126-131. Atas CIAIQ. 2015.
- [44]. MOTA, A. F. *Estudos dos fatores relacionados ao desempenho da Fiscalização de Contratos Administrativos no IFNMG – Campus Montes Claros*. 2017.103f. Dissertação (Mestrado) Universidade Federal da Bahia. Salvador. 2017. Disponível em: <<https://repositorio.ufba.br/handle/ri/24524>> Acesso em: 15 ago. 2020.
- [45]. NEVES, P. A. *Gestão de contratos e os mecanismos de controle na terceirização de mão de obra: Estudo de caso no IAM/FIOCRUZ/PE*. 2018. 108f. Dissertação (Mestrado em Administração). Escola de Administração da Universidade Federal da Bahia. Salvador. 2017. Disponível em: <<https://www.arca.fiocruz.br/handle/icict/29587>> Acesso em: 24 set. 2020.
- [46]. OLHER, B. S.; COSTA, I.S.; TEIXEIRA, Í. M. *Reflexões sobre os efeitos da terceirização dos cargos de apoio no serviço público federal: estudo de caso no Instituto Federal do Sudeste de MG Campus Rio Pomba*. Holos, [S.l.], v. 5, p. 322-337, out. 2015. Disponível em: <<https://www.redalyc.org/pdf/4815/481547288027.pdf>> Acesso em 16 set. 2020.
- [47]. OLIVEIRA, W. F. M. DE.; LEONE, R. J. G.; SOUZA, L. A. de. As variáveis para uma gestão de contratos eficiente: o caso de uma empresa pública federal. *Administração Pública e Gestão Social*, v. 12, n. 2. 2020. Disponível em: <<http://www.redalyc.org/articulo.oa?id=351562414002>> Acesso em: 30 set. 2020.
- [48]. OLOFSSON, P.T.; ASPELIN, P.; BOHLIN, J.; BLOMQVIST, L. The impact of contracts on outsourcing computed tomography examinations from a Swedish public university hospital to a private radiology unit. *Radiography*, 2019. S1078817418302566–DOI:10.1016/j.radi.2018.12.014. Disponível em: <<https://pubmed.ncbi.nlm.nih.gov/30955688/#:~:text=CT%2Dexaminations%20in%20the%20with,%20reducing%20patient%20waiting%20time.>> Acesso em 12 set. 2020.
- [49]. PEREIRA, G. F. A. *Sistema de gestão de contratos continuados: uma análise das limitações enfrentadas na gestão da universidade federal de juiz de fora*. 2017.124f Dissertação (Mestrado). Programa de Pós-Graduação em Gestão e Avaliação da Educação Pública, Juiz de Fora, Minas Gerais, Brasil. 2017. Disponível em: <<http://mestrado.caedufjf.net/sistema-de-gestao-de-contratos-continuados-uma-analise-das-limitacoes-enfrentadas-na-gestao-da-universidade-federal-de-juiz-de-fora/>> Acesso em: 29 ago. 2020.
- [50]. RIBEIRO, R. B.; MIRANDA, G. J.; AZEVEDO, R. R. A baixa legitimação da qualificação econômico-financeira (qef) percebida pelos stakeholders nas licitações públicas. *Advances in Scientific and Applied Accounting*, v. 1, n. 1, p. 185-205. 2020. Disponível em: <<https://doi.org/10.14392/asaa.2020130310>>. Acesso em 15 set. 2020.
- [51]. RONCAGLIO, S. M. (2004) A Relação Professor-Aluno na Educação Superior: A Influência da Gestão Educacional. *Psicologia ciência e profissão*. 24 (2), 100-111.
- [52]. SANTOS, M.; VISENTINI, M. S. Elaboração de um ranking da transparência e compreensão das práticas de gestão de municípios integrantes do COREDE Missões-RS. *Administração Pública e Gestão Social*, v. 10, n. 4, p. 239-247. 2018.
- [53]. SANTOS, N. M. L.; ANDRADE, D. M.; LIMA, J. B. de. Valores Públicos e Contratação de Serviços Terceirizados: Desafios no Setor Público. *Administração Pública e Gestão Social*, Viçosa, v. 11, n. 3, jul./set. 2019. Não paginada. Disponível em: <<http://www.redalyc.org/articulo.oa?id=351559268009>>. Acesso em: 20 jul. 2020.
- [54]. SANTOS, R. G.; KLEIN, L. O processo licitatório como meio idôneo para os contratos vantajosos na Universidade Federal do Paraná. *Revista de Administração*, v. 18, n. 32, p. 39-51. 2020.
- [55]. SANTOS, V. C. Papel do fiscal de contratos administrativos: uma análise sob a ótica gerencial na administração pública brasileira. *Revista do Serviço Público*, [S. l.], v. 69, p. 2, p. 227-249. 2018.
- [56]. SVARD, P. The impact of new public management through outsourcing on the management of government information: the case of Sweden. *Records Management Journal*, v. 29, n. 1/2, p. 134-151. 2019. DOI:10.1108/rmj-09-2018-0038.

*Management of outsourced service contracts in public administration: a case study at the Court of Justice of the State of Acre*

- [57]. TERRA, E. A. *A percepção dos fiscais quanto ao acompanhamento e fiscalização dos contratos de terceirização de mão de obra na UNIFAL-MG*. 2019. 123 f. Dissertação (Mestrado em Administração Pública) Universidade Federal de Alfenas, Varginha, MG, 2019. Disponível em: <[https://bdt.d.ibict.br/vufind/Record/UNIFAL\\_fb25adf424c9327a56d88d69264242ab](https://bdt.d.ibict.br/vufind/Record/UNIFAL_fb25adf424c9327a56d88d69264242ab)> Acesso em: 22 ago. 2020.
- [58]. TUZZO, S. A.; Braga, C. F. O processo de triangulação da pesquisa qualitativa: o metafenômeno como gênese. *Revista Pesquisa Qualitativa*. São Paulo (SP), v. 4, n.5, p. 140-158, ago. 2016
- [59]. VIEIRA, A. L. Gestão de contratos administrativos. *Revista de Contratos Públicos – RCP*, Belo Horizonte, ano 3, v. 5, p. 131-166. 2017.
- [60]. WHETTEN, D. A. (2003). Desenvolvimento de teoria. O que constitui uma contribuição teórica? *RAE-revista de administração de empresas*, 43(3), 69-73
- [61]. YIN, R. K. *O Estudo de caso*. Porto Alegre: Bookman. 2015.
- [62]. YOUNG, S. Outsourcing: two case studies from the Victorian public hospital sector *Australian Health Review*, v. 31, n. 1, 140-9. 2007. DOI:[10.1071/AH070140](https://doi.org/10.1071/AH070140)