

Good Samaritan Health & Wellness Center
Policies and Procedures

Subject: Contract Management and Consultants	Policy #: 3.26
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Approved by:	Effective Date: 7/21/2016

3.26 Contract Management and Consultants

Policy: It is the policy of GSHWC to enter into contracts, agreements, memorandum of understanding (MOU), memorandum of agreements (MOA), lease agreements, grants, etc. for various needs/services. The CEO will review and may approve and maintain files on all contracts. The review of contracts may involve coordinating with outside legal counsel, as applicable, and there should be assurances that GSHWC is in compliance with Federal, State, and Local laws and regulations as well as requirements of all funding sources related to contractual arrangements. Only the CEO, CFO or CMO if designated, are authorized to sign on behalf of GSHWC.

Purpose: To assure there is consistency with how consultants and other vendors are treated and chosen for services, and to establish control and direction over the handling of contracts.

Procedures:

Considerations for contracting for any service include the following:

1. All contracts, agreements, MOU's, MOA's, lease agreements, grants, etc. must be reviewed and approved by the CEO and/or CFO, if designated. Contracts, agreements, MOU's, MOA's, lease agreements, grants, etc. signed by any other employee of GSHWC will not be valid.
2. GSHWC must have the resources available to perform the functions of any contract arrangement.
3. Contracting must not interfere with the ability of GSHWC to perform its responsibilities relating to GSHWC's sources of funding.

4. The contracting arrangement should be the most efficient and effective method for achieving the service being provided.
5. The contracting must not be inconsistent with the intent of the terms of any grant, funding source, or other third-party arrangement.
6. Any contractor chosen will be capable of performing the contract in terms of prior experience, current resources and expertise, and other relevant factors.
7. GSHWC must determine that the internal resources are available to manage the contract.
8. Contract pricing should be reasonable based upon a bidding process or other method determined by the CEO.
9. GSHWC will ensure that all contracts contain a provision allowing for administrative, contractual, or legal remedies in the instances in which contractors violate or breach contract terms. In addition, all contracts will contain suitable provisions for termination by GSHWC, including the method by which termination will be effected and the basis for settlement. Each contract will define the conditions under which the contract may be terminated for default, as well as conditions under which the contract may be terminated because of circumstances beyond the control of GSHWC (e.g., termination of Federal grant support to the center).
10. All contracting will be conducted in a manner to provide, to the maximum extent practical, open and free competition. Awards will be made to the bidder whose bid is responsive and advantageous, considering the price and other relevant factors.
11. GSHWC will ensure that any solicitation for goods and services clearly and accurately describes all of the technical requirements for the materials, products, or services to be procured, and does not contain features which unduly restrict competition. Any and all bids may be rejected when it is in GSHWC's interest.
12. GSHWC will ensure that the type of contract is appropriate for the particular procurement and for the GSHWC's best interests.
13. GSHWC will make every effort to encourage applications from small businesses, women and minority-owned business sources of supplies and services.
14. GSHWC will seek to ensure that contracts are made only with responsible contractors who have the potential to perform successfully. GSHWC will consider contractor integrity, record of past performance, financial and technical resources, or accessibility to other necessary resources.
15. GSHWC will monitor all procurements to ensure contractor conformance with the contract and adequate and timely follow-up of all purchases.

