

 HAWAII HEALTH SYSTEMS C O R P O R A T I O N <i>"Touching Lives Everyday"</i> Policies and Procedures	Department: Finance	Policy No.: PUR 0015
	Issued by: Corporate COO/CFO	Revision No.: 1
Subject: CONTRACT TECHNICAL REPRESENTATIVE DUTIES	Approved by: Thomas Driskill, Jr. Pres/CEO	Effective Date: October 1, 2007
		Supersedes Policy: July 1, 2006 Page: 1 of 3

I. PURPOSE: To establish and define contract technical representative duties and authority in order to enhance efficient administration of contracts for the purchase of services, goods, or construction.

II. POLICY: This policy clarifies the role of the "technical representative" designated in each contract. The technical representative is the primary point person responsible for ensuring compliance with a contract by both the contractor and HHSC once it is executed. The Regional CEO shall oversee this function at the respective facilities within his/her region and shall consider compliance with this policy in evaluating personnel performance.

III. PROCEDURE: For each contract:

- A. The "technical representative" ("TR") shall be identified by name and title on the Purchase Request. If there is no TR identified, the "Requester" shall be considered the technical representative in the draft contract written by the contracting department. The TR shall assist with the development and procurement action for each contract, as follows:
 - i. The TR shall participate in the planning and development of the contract specifications and scope of work, including, where applicable:
 1. Developing milestones, implementation schedule or response times, as applicable;
 2. Developing performance measures to determine the effectiveness of the work performed; and
 3. Providing support for senior management and contract management relating to the technical aspects of the needed goods or services under the purview of the TR
 - a. Include all applicable background documentation in an electronic format, if possible;
 4. Providing potential vendor contact information.
 - ii. Where appropriate, the TR shall assist senior management in developing a budget for the purchase;
 - iii. Where appropriate, the TR shall be part of the selection/evaluation team that analyzes proposals received in response to solicitations for bid or requests for proposals.

- B. During the performance of the contract, the TR shall:
- i. Be responsible for the contractor's performance in accordance with the terms of the contract. This requires that the TR be familiar with the terms of the contract and be familiar with the work performed.
 - ii. Be responsible for measuring contractor performance, where appropriate, as defined in the contract.
 - iii. Review and approve invoices in conformity with the contract in consideration of the work/delivery of goods performed by the contractor. This includes verification that there are sufficient funds left in the "Not to Exceed" ("NTE") amount of the contract in order to pay the invoice.
 - iv. Monitoring of the payments to the contractor in order to determine if the contract NTE amount is not sufficient to govern the life of the contract and taking action to remedy that fact by cutting back on the performance or initiating an amendment to the contract to raise the remaining balance of the NTE. This may be performed in conjunction with the business office, at the discretion of the Regional CEO.
 - v. Maintain good communications with the contractor and senior management as it relates to the performance of the contract.
 - vi. Maintain the code of ethics by maintaining an arms length, business relationship with the contractor.
- C. In the event issues arise with the performance of the contract, the TR shall:
- i. Use conciliatory dialogue with the vendor in order to attempt to obtain resolution to the satisfaction of the TR and senior management.
 - ii. If oral communication does not resolve the issue, work with senior management and the contract manager assigned to the contract to issue a written letter or other cure notice within the terms of the contract.
 - iii. Work with senior management and contract manager to ultimately resolve the issue or terminate the contract.
- D. In the event there is a need to amend, extend, or supplement the contract, the TR shall:
- i. Initiate a purchase request to amend the contract and obtain the necessary approvals within the region or corporate office in sufficient time to allow contracting to put in place the desired contract in compliance with applicable laws and regulations;
 - ii. Include proposed contract changes in the purchase request;
 - iii. Review the Not-to-Exceed amount to ensure that the amount requested for the amended contract is sufficient to cover the requested purchase. The NTE listed on the purchase request shall include the TOTAL amount of the contract, not just the additional sums added in the supplement/extension.
- E. The contract manager shall notify the TR six months prior to expiration of the contract with occasional reminders via email. The TR is responsible for notifying the contract manager of the desire to renew contracts or take other action relating to the contract in a timely manner.
- F. **NO CONTRACTOR SHALL BE ALLOWED TO PROVIDE GOODS, CONSTRUCTION OR SERVICES PRIOR TO THE EXECUTION OF**

THE CONTRACT, NOR AFTER IT HAS EXPIRED, NOR AFTER THE NOT TO EXCEED AMOUNT HAS BEEN EXHAUSTED. Any deviations from this policy must be brought to the attention of the Pres/CEO and documented in a Procurement Violation Form (SPO 16) for corporate/system-wide contracts. Each region shall establish a process for reporting violation of this paragraph.

- V. APPLICABILITY:** All HHSC facilities and corporate office.
- VI. REFERENCES:** HRS Ch. 92F; HRS Ch. 323F; HRS Ch. 103D and implementing Hawaii Administrative Rules (HAR) (for corporate contracts only). Reference to Chapter 103D and the implementing regulations does not intend to waive any applicable exemption.