



GUAM BEHAVIORAL HEALTH AND WELLNESS CENTER
Clinical Services Division, Residential Programs

Request for Proposals
GBHWC RFP 04-2015

Professional Services
Providing Twenty-Four (24) Hour
Residential and Support Services for Adults with Persistent
Developmental and Cognitive/Emotional Disabilities

ISSUE DATE: September 29, 2015

TABLE OF CONTENTS

	Cover Page	
	Table of Contents	
	Welcome Letter	
SECTION I.	GENERAL INFORMATION	
A	Overview and Background	
B	Background	
C	All Parties to Act in Good Faith	
D	Liability for Costs to Prepare Proposal	
E	Applicability of Guam Procurement Law	
F	Licensing	
G	Registration to be a Offeror	
H	Debarment, Suspension and Ineligibility	
I	Prohibition Against Employment of Sex Offenders	
J	Affidavit re Disclosing Ownership and Commissions	
K	Affidavit re Non-Collusion	
L	Affidavit re No Gratuities or Kickbacks	
M	Affidavit re Ethical Standards	
N	Declaration re Compliance with US DOL Wage Determination	
O	Affidavit re Contingent Fees	
P.1	Type of Contract	
P.2	Duration of Contract or Term of Service	
Q	Independent Contract Status	
R	Confidential/Proprietary Information	
S	Ownership of Proposal	
T	Explanation to Offerors	
U	Equal Employment Opportunity	
V	Assignment	
W	Amendments to Request for Proposals	
X	Proposal Selection	
Y	Errors and Omissions	
SECTION II	SCOPE OF WORK	
SECTION III	PROPOSED CONTENTS, REQUIREMENTS & INSTRUCTIONS	
A	Contents of the Proposal	
B	Requirements and Instruction	
SECTION IV	GENERAL PROCEDURES	
A	Receipt and Registration of Proposals	
B	Opening of Proposal	
C	Proposal Evaluation	
C	Evaluation Criteria and Assigned Weights	
D	Negotiation and Award of Contract	
E	Right to Reject Offers and Cancel	
F	Failure to Negotiate Contract with Offerors Initially Selected as Best Qualified	
G	Retention and Access Requirements for Records	
H	Special Reporting Requirements for Non-Profit Organizations	
SECTION V	CONTRACTUAL TERMS	
A	Applicability of Federal and Guam Laws	

B	Sample Contract	
FORMS	ATTACHMENTS	
GBHWC A	Proposal Registration (GBHWC RFP Form A)	
GBHWC B	Proposal Signature Form (GBHWC RFP Form B)	
GBHWC C	Submitting all Licenses (GBHWC Form C)	
AG 002	Affidavit Disclosing Ownership and Commissions (AG 002)	
AG 003	Affidavit re Non-Collusion (AG 003)	
AG 004	Affidavit re No Gratuities or Kickbacks (AG 004)	
AG 005	Affidavit re Ethical Standards 005)	
AG 006	Declaration re Compliance with U.S. DOL Wage Determination (AG 006)	
AG 007	Affidavit re Contingent Fees (AG 007)	
GBHWC D	Sample Business Associate Agreement Provisions	
GBHWC E	Sample Contractual Agreement	
GBHWC F	Annual Program Cost (FY 2016 to FY 2018)	

Buenās yan Hafa Adai.



Welcome and thank you for your interest in providing services to consumers of Guam Behavioral Health and Wellness Center (GBHWC). We are soliciting proposals for professional services providing twenty-four (24) hour Residential and Support Services for Adults with persistent developmental and cognitive/emotional disabilities.

In order to be considered an "Offeror", you must register with GBHWC by completing GBHWC RFP Form A and returning it to my office as soon as possible, so that you would be timely advised of any changes, amendments, inquiries, cancellations or other related matters. We will endeavor to contact you; however, if we cannot reach you through first-class mail, electronic mail or telecommunication, GBHWC will not be liable for failure to provide notice to any party who did not register accurate and current contact information.

Questions regarding this RFP should be written and addressed to GBHWC Director through U.S. Mail, hand delivery, or facsimile (671) 649-6948 by October 06, 2015. All correspondence will be recorded, considered confidential, and timely responded to in the form of an answer or amendment, whichever is applicable in accordance with Guam Procurement Regulations.

Si Yu'os Ma'ase and I look forward to receiving your proposal on or before 4:00 P.M. on October 14, 2015.

Rey M. Vega, Director
Guam Behavioral Health and Wellness Center

September 29, 2015

PUBLIC NOTICE



REQUEST FOR PROPOSAL

Professional Services Providing Twenty-Four (24) Hour Residential and Support Services
for Adults with Persistent Developmental and Cognitive/Emotional Disabilities
GBHWC RFP NO. 04-2015

Guam Behavioral Health and Wellness Center (GBHWC), formerly Department of Mental Health & Substance Abuse, is soliciting proposals from private, public, for-profit or non-profit organizations, companies or individuals interested in providing program management and operations of a twenty-four (24) hour residential and support services for adults with persistent developmental and cognitive/emotional disabilities.

Request for Proposal (RFP) packages are available for public inspection at www.gbhwg.guam.gov or a hard copy is available for pickup at the Director's Office, GBHWC located on the First Floor, 790 Governor Carlos G. Camacho Road, Tamuning, Guam during the weekdays except holidays between 8:30 A.M. to 4:00 P.M. (Greenwich Mean Time (GMT) + 10 hours). GBHWC requires that prospective Offerors register with GBHWC to ensure that they receive notices regarding any changes or updates to the RFP. Official communications, clarifications and amendments to the RFP will be sent to all registered Offerors. A registration form is provided with the RFP as Form A. GBHWC shall not be liable for failure to provide notice to any Offeror that does not register contract information.

Questions regarding this RFP should be written and addressed to GBHWC Director through U.S. Mail, hand delivery, or facsimile (671) 649-6948 by October 06, 2015. All correspondence will be recorded, considered confidential, and timely responded to in the form of an answer or amendment, whichever is applicable in accordance with Guam Procurement Regulations.

DEADLINE FOR RECEIPT OF PROPOSALS IS NO LATER THAN **4:00 P.M., October 14, 2015.**

GBHWC shall have the right to reject all proposals or offers that have been submitted in response to this RFP, and/or may cancel this RFP at any time if the Director determines such to be in the interest of GBHWC or if allowed by law or regulation.

For special accommodations, call the Director's Office at (671) 647-1901.

REY M. VEGA
DIRECTOR



Issued By:

Proposal No.:

**GUAM BEHAVIORAL HEALTH
AND WELLNESS CENTER**

GBHWC RFP 04-2015

Location of Operations:

Division of Agency:

790 Governor Carlos G. Camacho Road
Tamuning, Guam 96913

Clinical Services Division
Residential Programs

SECTION I. GENERAL INFORMATION

A. Overview

Guam Behavioral Health and Wellness Center (hereinafter known as GBHWC) of the Government of Guam, is requesting proposals from interested Offerors to provide twenty-four (24) hour residential care and support services for adults with persistent developmental and cognitive/emotional disabilities.

GBHWC is seeking a qualified service provider who will provide GBHWC with management and operational professional services of residential treatment facilities, as set forth in the Scope of Work of this RFP.

Individuals, profit and non-profit organizations interested in bidding for this project, may submit proposals that are directed towards adult males and females. Offerors must be experienced with residential programs for adults with persistent developmental and cognitive/emotional disabilities.

Offerors should be familiar with Article 19 of the 2006 United Nations Convention on the Rights of Persons with Disability, Olmstead issues described by the United States Department of Health and Human Services (DHHS), the Substance Abuse and Mental Health Services Administration (SAMHSA), and the Bazelon Center for Mental Health Law.

Offeror's proposal must reflect GBHWC's commitment to the clients' recovery and progression to independent living. Offerors also need to understand the principles and concepts of community-based services, client-centered decision making, use of natural supports and positive behavioral support systems.

GBHWC seeks a service provider who will collaborate in the multi-disciplinary team approach, treatment planning, behavioral program implementation and data collection. Treatment plan fidelity is also expected and Offeror will participate in a dynamic treatment planning process. Additionally, client progress notes and pertinent data will be recorded in the Electronic Behavioral Health Record (EBHR) system, once implemented by GBHWC.

GBHWC seeks a qualified service provider who is willing and able to work collaboratively and collegially with the professionals at GBHWC. The clients' needs must receive priority. The focus will be on the clients and their needed services, to assist them to progress to the highest level of independence possible. This RFP contains general scope of service and process information; therefore, we encourage Offerors to ask questions and to submit responses within the stated timelines.

The services requested are locally and federally mandated and funded through requests in GBHWC's annual appropriations.

Clients of the Residential Program shall be assisted with acquiring the necessary skills for personalized optimal functioning including but not limited to personal management, nutritional management, medication management and other areas outlined in the scope of work section.

Operational services must include the availability of a facility based in a neighborhood; purchase of supplies, food and filtered water, along with the following utilities: electrical power, water & sewage, telephone, cable television and internet services.

B. Background

In accordance with Title 10 of the Guam Code Annotated, Chapter 86, Sub-section 86109.1, a Residential Program is established within GBHWC to provide residential and support services for clients with persistent developmental and cognitive/emotional disabilities.

The Amended Permanent Injunction (API), Case No. CV01-00041 CMB, Title: J.C. et al v. Camacho, et al v. Camacho, et al, require the Guam Behavioral Health and Wellness Center (GBHWC) to ensure that individuals with disabilities are placed in appropriate levels of care in the least restrictive environment.

Subsequently, GBHWC has determined that this is a residential program that would meet the unique needs of basic habilitation and multi-disciplinary treatment services for clients with persistent developmental and/or behavioral health issues, especially those with mental illness, cognitive limitations, intellectual/developmental disabilities, and/or substance use issues, within a supportive living environment, integrated in the community.

The Residential Program is in compliance with the Olmstead Act by ensuring the availability of the most integrated setting appropriate to the needs of qualified individuals with disabilities.

C. All Parties to Act in Good Faith

This Request for Proposal (RFP) is issued subject to all the provisions of the Guam Procurement Law and the Guam Procurement Regulations (copies are available for inspection at the General Services Agency). This RFP requires all parties involved in the preparation of the RFP, the evaluation and negotiation of proposals, and the performance or administration of contracts, to act in good faith.

D. Liability for Costs to Prepare Proposal

GBHWC is not liable for any costs incurred by any Offeror in connection with the preparation of its proposal. By submitting a proposal, Offeror expressly waives any right it may have against the government for any expenses incurred in connection with the preparation of its proposal.

E. Applicability of Guam Procurement Law

All agencies of the Government of Guam are required to follow the Guam Procurement Law when using public funds for procurement of "supplies or services" pursuant to 5 GCA Chapter 5 and 2 GAR Division 4. The statutes are available on-line at the <http://www.guamcourts.org/justicedocs/index.html>. This RFP is issued by GBHWC, a line department of the Government of Guam, and authorized by the Guam Procurement Law to act as the purchasing agency for the purpose of procuring professional services described in Section II, Scope of Work. Any party who submits a proposal is known as "Offeror".

F. Licensing (License to conduct business in Guam GBHWC RFP Form C)

An Offeror who has not complied with the Guam Licensing Law is cautioned that GBHWC will not consider for award, any proposal offer submitted. Specific information on licenses may be obtained from the Director of

the Department of Revenue and Taxation, by telephone at (671) 635-7674 or by mail at P.O. Box 23607, GMF, Guam 96921 or on-line at <https://www.guamtax.com>.

G. Registration Required To Be an Offeror

All parties who receive an RFP, either via the website or email and who are possibly interested in submitting a proposal must register as an interested party by completing the "Proposal Registration" (GBHWC RFP Form A) and either delivering it GBHWC in person, or by U.S. Mail, email, or facsimile. Only Offerors who have registered with GBHWC are assured of receiving any amendments to the RFP, responses to inquiries and other related matters. Acknowledgment of receipt to all amendments and responses to inquiries is required as part of any proposal, and only registered Offerors will be considered as "Offerors". GBHWC maintains a procurement registration log as to those Offerors who pick up copies of the RFP at GBHWC. In the event the contact information for a Offeror changes during the procurement process, it shall be Offeror's responsibility to update its registration contact information with GBHWC. GBHWC will not be liable for failure to provide notice to any party who did not register accurate and current contact information.

All parties shall identify an official or authorized representative to act on its behalf during negotiations and/or execution of contractual agreements. (GBHWC RFP Form A)

H. Debarment, Suspension and Ineligibility

All debarment or suspensions of persons are deferred from consideration for award of contracts imposed by the Chief Procurement Officer, the Director of Public Works, or the head of a Purchasing Agency. (2 GAR Div 4 Sec 9102) Only Offerors who are not suspended by local and/or federal government(s) are qualified to submit proposals.

I. Prohibition Against Employment of Sex Offenders

Offeror who is awarded the contract, warrants that no person in its employment has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated, or of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated, or who has been convicted of an offense with the same elements as heretofore defined in any other jurisdiction, or who is listed on the Sex Offender Registry, shall provide services on behalf of the Offeror while on government of Guam property, with the exception of public highways. If any employee of the Offeror is providing services on government property and is convicted subsequent to an award of a contract, then the Offeror warrants that it will notify the government of the conviction within twenty-four hours of the conviction, and will immediately cease convicted persons from providing services on government property. If the Offeror is found to be in violation of any of the provisions of this paragraph, then the government will give notice to the Offeror to take corrective action. The Offeror shall take corrective action within twenty-four hours of notice from the government, and the Offeror shall notify the government when action has been taken. If the Offeror fails to take corrective steps within twenty-four hours of notice from the government, then the government in its sole discretion may temporarily suspend any contract for services until corrective action has been taken.

J. Affidavit Re Disclosing Ownership and Commissions

Offeror shall submit an affidavit and represent its list of names and addresses of any person holding more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship or corporation at any time during the twelve (12) month period immediately preceding submission of proposal. The affidavit shall contain the number of shares or the percentage of assets of such partnership, sole partnership or corporation which have been held by each person during the twelve (12) month period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid for the bidder, and shall also contain the amounts of any such commission, gratuity or other compensation. The affidavit shall be open and available to the public for inspection and copying. (5 GCA §5233) (AG Procurement Form 002)

K. Affidavit Re Non-collusion

Offeror shall submit an affidavit and represent that it certifies that the price submitted was independently decided without collusion and has not intentionally committed anti-competitive practices. (2 GAR §3126.b) (AG Procurement Form 003)

L. Affidavit Re Gratuities or Kickbacks

Offeror shall submit an affidavit that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in 2 GAR Div 4 Sec 11107 Gratuities and Kickbacks of the Guam Procurement Regulations. (AG Procurement Form 004)

M. Affidavit Re Ethical Standards

Offeror shall submit an affidavit and represent that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Regulations. (AG Procurement Form 005)

N. Declaration Re Compliance with U.S. Department (DOL) Wage Determination

Offeror shall submit an affidavit and represent that it will pay its employees and ensure its subcontractors pay its employees in full compliance with all applicable federal and local wage rules and regulations, 5 GCA §5801 & §5802 Wage Determinations. The most recently-issued wage determination at the time a contract is awarded, applies to the contract. (AG Procurement Form 006)

O. Affidavit Re Contingent Fees

Offeror shall submit an affidavit and represent that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure the contract and represent that it is not in violation of 2 GAR Div 4 Sec 11108(a)(1) as failure to do so, constitutes a breach of ethical standards. (AG Procurement Form 007)

P. Contract, Duration, and Compensation

P.1 Type of Contract

The contract that results from this solicitation will be a professional service multi-year general cost reimbursement contract whereby the parties shall agree upon a basis for payment of services performed and expenses incurred by the Offeror. The contract shall contain a ceiling or estimate that shall not be exceeded without the prior consent of GBHWC. The Offerors rates shall remain firm and fixed for the term of the contract. As required by law, the GBHWC determines in writing that its personnel will be assigned to closely monitor the performance of the services and that it is not practicable to use any other type of contractor to obtain these services in the time required and at the lowest cost or price to the government.

The price should be per occupied bed per day invoiced monthly for professional services to the agreed range of males or females or a combination of both for up to twenty-five (25) consumers at any given time, and not to exceed amounts and approved Cost Reimbursement Object Categories and Staffing Levels.

P.2. Duration of Contract or Term of Service

i. Initial Term. The initial term contract shall begin upon the date that the Governor approves the contract, as signified by his execution of the contract (the "Initial Term"). After the Governor has approved the contract, the government will issue a written notice to proceed notifying the vendor services are to begin. The initial term of the contract shall end September 30, 2018, subject to the appropriation, allocation and availability of funds.

- ii. Monthly Extension Periods. At the option of the government, and as agreed-to by Offeror, the contract may be extended after the expiration of the final renewal term on a month-to-month basis (each being a "Monthly Extension Period"), to begin immediately, provided that in no event may the parties agree to more than six Monthly Extension Periods. The Monthly Extension Periods may be agreed-to by the parties only if the government is unable to continue the services uninterrupted under a new contract after a new solicitation and procurement undertaken by the Government.
- iii. Multiple Term Contract Multiple Certification of Funds. The Initial Term and subsequent terms of the contract are subject to the availability of funds. The funds for the first twelve (12) months (or pro-rated fiscal year if applicable) of the Initial Term of the contract are certified as part of the execution of the contract. In the event that funds are not allocated, appropriated or otherwise made available to support continuation of performance in any period time after the first twelve (12) months (or pro-rata fiscal year if applicable) the contract shall be cancelled; however this does not affect either GBHWC's rights or Offeror's rights under any termination clause of the contract. GBHWC shall notify Offeror on a timely basis in writing that funds are, or are not available for the continuation of the contract for each succeeding period. In the event of the cancellation of this multi-term contract as provided above the vendor will be reimbursed its unamortized, reasonably incurred, nonrecurring costs.

P.3. Compensation

Offeror shall be compensated monthly upon the clearance of monthly invoices by GBHWC.

Invoices. In any reporting month there exists a discrepancy in the statistical, narrative or financial reports submitted by Offeror to GBHWC, ten percent (10%) of the invoice amount after applying any penalties or disallowed costs, shall be withheld until the discrepancy has been resolved to the satisfaction of GBHWC.

Payment and Release of Claims. Final payment shall be made upon final satisfactory delivery and acceptance of all services herein specified and performed. Prior to final payment and as a condition precedent thereto, Offeror shall execute and deliver to GBHWC a release, in the form provided by GBHWC of claims against GBHWC and the government of Guam arising under and by virtue of the contract.

Q. Independent Contractor Status

Offeror understands that its relationship with GBHWC is as an independent contractor and not as an employee of GBHWC. No employee benefits such as insurance coverage, participation in the government retirement system, or accumulation of vacation or sick leave shall accrue to Offeror or its individual employees, if any. No type of tax will be withheld from payments made to the awarded Offeror.

R. Confidential/Proprietary Information

Any restrictions of the use or inspection of material within the proposal shall be clearly stated in the proposal itself. Offeror must state specifically, which elements of the proposal are to be considered confidential/proprietary. Confidential/proprietary information must be readily identifiable, marked and separately packaged from the rest of the proposal. Co-mingling of confidential/proprietary and other information is NOT acceptable. Neither a proposal in its entirety, nor proposal price information (Annual Program Cost, Form F) will be considered confidential/proprietary. If a proposal contains confidential information, a redacted copy of the proposal must also be submitted. **Any proposal copyrighted or marked as confidential and proprietary in its entirety shall be deemed materially non-responsive to the RFP, and may be rejected by GBHWC as being non-compliant/non-responsive with the RFP.** Any information that will be included in any resulting contract cannot be considered confidential. GBHWC will make a written determination as to the

apparent validity of any request for confidentiality. In the event GBHWC does not concur with Offeror's request for confidentiality, the written determination will be sent to Offeror.

S. Ownership of Proposal

GBHWC has the right to retain the original proposal and other RFP response materials for its files. As such, GBHWC may retain or dispose of copies as is lawfully deemed appropriate. Proposal materials of the successful Offeror may be reviewed by any person after the award is made. GBHWC has the right to use any or all information/material presented in reply to the RFP, subject to the limitation outlined in the clause, Proprietary/Confidential Information. Offeror expressly agrees that GBHWC may use the materials, and any and all ideas and adaptations of ideas contained in any proposal received in response to this solicitation for all lawful Government of Guam purposes, including but not limited to the right to reproduce copies of the material submitted for purposes of evaluation, and to make the information available to the public in accordance with the provisions of Guam laws and regulations. Selection or rejection of the offer will not affect this right.

T. Explanation to Offerors

No oral explanation in regard to the meaning of the specification will be made and no oral instructions will be given before the award of the proposal. Discrepancies, omissions, or doubts as to the meaning of the specification should be communicated in writing to GBHWC Director. **Offerors should act promptly and allow sufficient time for a reply to reach them before the submission of their proposals. Interpretation, if required, shall be made in the form of an amendment to the specification/scope of work,** which will be forwarded to all registered, Offerors, and its receipt by Offeror should be acknowledged on the proposal form.

U. Equal Employment Opportunity

Section 3.01(1) of the Presidential Executive Order No. 10935 dated March 7, 1965, requires Offeror not to discriminate against any employee or applicant for employment because of race, creed, color or national origin. Offeror will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, creed, color or national origin.

V. Assignment

Any assignment, pledge, joint venture, hypothecation of right or responsibility to any person, firm or corporation should be fully explained and detailed in the proposal. Information as to the experience and qualifications of proposed subcontractors or joint ventures should be included in the proposal. In addition, written commitments from any subcontractors or joint ventures should be included as part of the proposal.

Assignment will not be accepted without prior approval from GBHWC. Request for approval or assignment must be made with submission of proposal. No assignment will be accepted if request is not made with the proposal.

W. Amendments to Request for Proposal

The right is reserved as the interest of GBHWC may require revising or amending the specifications prior to the date set for opening proposals. Such revisions and amendments, if any, will be announced by an amendment or amendments to this request for proposals, and shall be identified as such and shall require that firms acknowledge receipt of all amendments issued. The amendment shall refer to the portions of the request for proposal it amends. Amendments shall be sent to all Offerors known to have received a request for proposal. Amendments shall be distributed within a reasonable time to allow Offerors to consider in preparing their proposals. If the time and date set for receipt of proposals will not permit such preparation, such time shall be increased to the extent possible in the amendment or, if necessary, by facsimile or telephone and confirmed in the amendment.

X. Proposal Selection

GBHWC will be responsible for final selection of an acceptable proposal. GBHWC will endeavor to notify all respondents on or about 30 days after the deadline for receipt of proposals. Written notice of award will be public information and made a part of the contract file.

After conclusion of validation of qualifications, evaluation, and discussion as provided in the section "Amendments To Request For Proposal", GBHWC will select, in the order of their respective qualification and evaluation ranking, no fewer than three (3) acceptable proposals (or such lesser number if less than three acceptable proposals were received) deemed to be the best qualified to provide the required services, and must receive a minimum of 70% total rating.

Y. Errors and Omissions

GBHWC reserves the right to make corrections due to minor errors of Offeror identified in proposals by GBHWC or Offeror. GBHWC, at its option, has the right to request clarification or additional information from Offeror during the evaluation or negotiation phases.

SECTION II. SCOPE OF WORK

The following scope of work utilizes the Residential Recovery Program (RRP) developed by the U.S. District Court-appointed Federal Management Team (FMT) in close collaboration with GBHWC clinicians, consultants, and staff. The current RFP manual can be viewed on-line at www.gbhwc.guam.gov and is currently under review for update and revision:

A. Scope of Services

This request for proposal ensures appropriate housing options with twenty-four (24) hour supervision for up to twenty-five (25) eligible consumers of GBHWC, with severe and persistent developmental and cognitive/emotional disabilities. The consumers have been identified by GBHWC to be medically stable, but unable to live independently, even with community supports. The primary objectives include safe housing and supervision.

Utilizing the individual assessments from GBHWC's Multi-Disciplinary Treatment Team, the Offeror will provide recovery-oriented behavioral health care, with the goal of enhancing existing strengths and pursuing life in the community. All behavioral health services shall be provided by GBHWC in accordance with an individualized recovery plan, based on a comprehensive assessment addressing all major life areas, which focuses on the strengths and needs of the consumer. Primary direction in shaping the planning process shall come from the consumer and his/her guardian.

The program focuses on achievement-of-life management skills to include, but not limited to: nutrition; personal hygiene to include grooming and dressing; money management; cooking and home maintenance; medication management; activities of daily living (ADL), as well as major life activities (MLA); time management; interpersonal and general social skills; crisis resolution, problem solving, coping and personal safety. The staff of the program shall provide twenty-four (24) hour monitoring, in-house support services, and transportation for the residents.

The proposal must include a description of how Offeror will provide the following minimum services:

B. Minimum Services must include, but not limited to:

a. Operational Services:

1. Facility to operate the Residential Home(s)
2. Supplies, food, filtered water, and a first aid kit

3. Maintenance of the home, including: electricity, water, telephone, cable television and internet services
- b. Support services:
1. Personal Management – an adequate supply of personal hygiene products and performing appropriate individual grooming and hygiene activities (bathing; dressing in appropriate and clean clothes) with minimal supervision
 2. Nutritional Services – nutritious meals for the residents of the home
 3. Medication Services – medication discipline and security
 4. Behavioral Management – control emotional and behavioral functioning in preparation for eventual transitioning to a less restrictive setting
 5. Problem Solving – identify and discuss problems in a timely and appropriate manner
 6. Personal Safety Awareness – all safety issues are assessed, appropriately managed and documented
 7. Supportive Counseling – the resolution of personal and interpersonal problems, and coping with daily challenges.
 8. Educational Management – Consumers participate in educational activities to the extent possible, with increasingly reduced supervision and increased academic proficiency
 9. Vocational Development – Cultivate skills and endeavor to train all those eligible, with goals toward securing gainful employment
 10. Home Management – Consumers clean their rooms, as well as communal areas with gradually reduced supervision. Perform household chores, laundry and/or yard maintenance, while simultaneously striving to reduce the level of concomitant supervision.
 11. Daily Time Management – Waking up at an appropriate time, participating in the scheduling of their day with program staff, and maintaining their daily schedule with gradually reduced supervision
 12. Money Management – develop and maintain a personal budget, with gradually reduced supervision
 13. Participate in community-based, as well as home-based activities.
 14. Participate in spiritual activities, in accordance with their individual and religious beliefs/preferences, if desired
 15. Participate in activities and functions offered by GBHWC and other government and non-government organization.
 16. Social habilitation is directed at helping individuals gain or regain the practical skills needed to live and socialize in the community.

B. Deliverables

Offeror will provide professional services up to total of twenty-five (25) beds in the residential treatment facilities approved by GBHWC based on size, neatness, structure, age and suitability, with an array of services to adults with persistent developmental and cognitive/emotional disabilities. Currently there are twenty-four (24) consumers in the residential program and GBHWC is anticipating a total of twenty-five (25) in FY 2016. Offeror must ensure appropriate fiscal accountability. In order to be eligible for services, a person must be an adult GBHWC consumer with persistent developmental and cognitive/emotional disabilities, as referred by GBHWC service providers. Consumers who progress to a level exceeding the services as evaluated and referred by GBHWC/MDDT, will be processed in a manner agreed to by GBHWC and Offeror to move to a less restrictive environment.

1. Housing

Offeror is to provide twenty-five (25) beds in an adequate, safe, stable, and appropriately supervised residential treatment facilities for GBHWC adult consumers with persistent developmental and cognitive/emotional disabilities.

2. Administrative

- a. Offeror must be a residential treatment home services provider at the effective date of the contract and must meet all licensing requirements.
- b. Offeror must implement a twenty-four (24) hour crisis service.
- c. Offeror must have cooperative agreements with medical and mental health facilities to provide emergency and ongoing medical/mental health services.
- d. Offeror must negotiate linkages with community resources for needed services and evaluations, and as required, develop formal affiliation agreements with other community agencies to provide essential services.
- e. Offeror shall implement a GBHWC Transition Plan that describes how consumers, already receiving mental health services, will be transitioned smoothly into new programs/services, with minimal disruption.
- f. Offeror shall meet on a quarterly basis with GBHWC clinical team to provide information regarding consumers served. At these meetings, review of services provided will help evaluate the progress of services and lead to the modification of service plans as needed.
- g. The Administrative/Management office of Offeror should be located in Guam.
- h. Offeror shall coordinate all efforts closely with all GBHWC mental health programs.
- i. Offeror shall ensure that programs meet all applicable licensing and certification requirements of Guam.

3. Population to be Served

Offeror will work collaboratively and cooperatively with GBHWC to serve adult consumers with persistent developmental and cognitive/emotional disabilities referred by GBHWC clinical team and who meets the following criteria:

Age: Adults eighteen (18) years and older; AND

a. General Admission Criteria –

- The consumer demonstrates symptomatology consistent with the current Diagnostic and Statistical Manual of Mental Disorders;
- The consumer does not require the services of a psychiatric hospital;
- The consumer is not sufficiently stable to be treated outside of residential therapeutic environment;
- The consumer lacks skills sufficient to maintain him/her living in the community with treatment at a lower level;
- The consumer does not constitute a direct threat to the health and/or safety of himself/herself and others.
- Consumers are not sufficiently stable to be treated outside of residential therapeutic environment.

The specific program level admission criteria will be based on the program description of each home. Exception to the admission criteria will only be made with discussion and agreement amongst the consumers' treatment team (comprising of staff from GBHWC and Offeror) and the GBHWC residential admission team and only in rare and unusual circumstances.

b. Program Specific Criteria –

- Level A
 - Consumers require a highly structured environment;
 - Consumer require total or extensive personal care and intense or constant supervision;
 - Consumers require close monitoring and ongoing assistance with activities of daily living; and/or
 - Consumers have significant or severe behavioral concerns.
- Level B
 - Consumers require a moderately structured environment;

- Consumers require extensive or regular personal care and/or constant or close supervision;
- Consumers require moderate assistance with activities of daily living; and/or
- Consumers have moderate or minimal behavioral concerns.
- Level C
 - Consumers require a moderate to minimally structured environment;
 - Consumers require regular, limited, or infrequent assistance with activities of daily living and regular or minimal supervision; and/or
 - Consumers have minimal behavioral concerns.

c. Exclusion Criteria –

Any of the following criteria is sufficient for exclusion from this level of care:

- Suicidal/assaultive/destructive ideas, threats, plans or attempts as evidenced by degree of intent, lethality of plan, means, hopelessness or impulsiveness; or acute behavioral, cognitive, or affective loss of control that could result in danger to self or others and cannot be controlled in this setting.
- The consumer has medical conditions or impairments that would prevent beneficial utilization of services; medical conditions are primary and mental health issues are secondary; the consumer is not adequately stabilized on medications, or medical conditions require ongoing care that cannot be provided within the Residential Recovery Program (RRP).
- The consumer requires a level of structure and supervision beyond the scope of the program.
- The consumer can be safely maintained and effectively treated at a less intensive level of care.
- The primary presenting problem is social, legal, economic (e. g., housing, family, conflict, etc.), or one of physical health without a concurrent major psychiatric episode, meeting criteria for this level of care, or admission is being used as an alternative to incarceration.

4. Mental Health Services

A. Offeror will:

1. Develop clinical evaluation methods and maintain on a monthly basis, specific and measurable markers of progress for each consumer based on the assessment tool recommended by GBHWC clinical teams.
2. Services provision shall involve a collective process between Offeror and GBHWC clinical team and, most importantly the consumer and his/her family, with a goal of helping the consumer identify, access, and utilize those resources needed to assist in their recovery.
3. Assist the consumers' active involvement in all services, as well as the coordination of services.
4. Provide or assure the precision of support services necessary to enable the consumer to maintain and succeed in community living, including but not limited to:
 - a. Supportive counseling and companionship.
 - b. Transportation to community services.
 - c. Learning and performing basic living skills.
 - d. Building a personal social network.
 - e. Support services needed for the consumer to attain vocational goals.
 - f. Assisting consumer in obtaining benefits for which he/she may be eligible.

- g. Linking consumer with other community services.
- h. Providing prevocational training and accompany vocational assessments.
- i. Parenting skills, collaboration with families, communities, and inpatient facilities.
- j. Social, leisure time access to parks, movies, restaurants, etc., utilizing natural supports whenever feasible.
- k. Utilizing/ developing a social support system.
- l. Assisting the consumer in the integration of therapeutic principles and psychosocial skills into his/her natural environment and daily routine.
- m. When appropriate, other assessments will be provided for occupational therapy, physical therapy, and speech therapy.

B. GBHWC will:

- a. Complete a comprehensive evaluation (MDTT) which identifies the consumer's strengths and weaknesses in relation to the skill demands and support required in the particular environment in which the consumer wants to or needs to function.
- b. Provide an appropriate mix of professional services, to include when appropriate, psychiatric services, psychological services (individual therapy, group therapy, family therapy, assessments of emotional functioning, adaptive functioning, diagnostic evaluation, and behavioral assessment), and counseling. Offeror will collaborate with the responsible party for dental services needed by the consumer. In the event that the consumer does not have the resources for dental service GBHWC will cover one annual dental exam and cleaning.

5. Crisis Services

- a. Crisis intervention and support services shall be provided twenty-four (24) hours per day, seven (7) days per week. Crisis services are necessary to assist consumers in controlling and resolving critical or dangerous problems that threaten personal safety or wellbeing. The focus of crisis intervention is on problems or barriers to recovery that threaten the person's life or functioning.
- b. A crisis assistance plan shall be developed within first thirty (30) days of awarded contract describing twenty-four (24) hours accessibility of staff; in addition, each consumer shall have an individualized crisis contingency plan.

6. Outcome measures. (programmatic)

All services provided must be individualized, appropriate, and aimed at improving the functioning of the consumer. The following outcome measures will be employed to determine the value of the programs and their success in achieving established goals using recommended by GBHWC Clinical Teams:

- Evidence of compliance with requirements of the program.
- Results indicating a more social integrated person (social relations) :
- Increase of natural supports and social integration and activities with family. Friends, co-worker, and neighbors;
- Increased sense of individualism and increased sense of self- respect/ indignity, as indicated by a consumer satisfaction report;
- Increased capacity for independent functioning and a greater capacity for independent community living;
- Increased movement toward financial stability;
- Decrease in legal problems that may threaten or jeopardize the recovery process;

In addition to the measures outlined above, a consumer satisfaction survey may be utilized to determine the satisfaction with services provided.

7. Consumer Rights Protection

Offeror will identify barriers and disadvantages that threaten the exercise of equal rights and equal opportunities of persons with persistent developmental and cognitive/emotional disabilities in the areas of housing, education and employment and will identify and when possible implement the means of eliminating those barriers for the consumers served through this contract. Offeror will use a systematic approach to ensure the protection of rights, and equal opportunity of this population. Offeror shall provide education in personal advocacy to consumers served through the contract and their families to aid them in understanding their rights, and make them aware of the availability of external resources to assist in upholding these rights.

Offeror shall assist consumers in efforts to ensure that consumers receive appropriate housing and education services and employment consideration, support the goal of the Americans with Disabilities Act of 1990 as well as the 1973 Vocational rehabilitation Act and subsequent amendments. Offeror shall assist consumer to eliminate unfair treatment and discrimination against the qualified workers with disabilities, to improve access to mainstream resources and to obtain consideration of disabled applicants' qualifications taking into account reasonable accommodations and support services.

Under no circumstances shall Offeror provide legal counsel or representation of consumers through this contract.

Offeror shall at all times be compliant with all laws and regulations that govern the protection of persons with disabilities and /or age.

C. Staffing Requirements

1. Recruit and hire qualified staff, resulting in efficient, and delivery of services.
2. Mainstream job descriptions for each job description, containing minimal criteria of the position as well as specific job functions and responsibilities.
3. Support staff, including clerks and secretarial personnel, must have work experience and be sufficiently trained in data processing.
4. Each job position shall have a defined pay range.
5. Training.
 - i) Offeror shall implement and maintain, on an on-going basis, an in service training program for the staff, with training sessions in keeping with licensing requirements.
 - ii) Provide for intensive initial training of staff relevant to their program component.
 - iii) Additionally, staff will be required to participate in all training and intervention programs as deemed appropriate by GBHWC to include Professional Crisis Management training or equivalent.
6. Written job evaluations are to be completed annually on each staff member.

D. Programmatic Record Keeping

1. Each consumer will have a case record which will have at a minimum, the following information:
 - i) Identifying information – Gender/race/ address of the consumer; birth date and birthplace of the consumer; name and address of the consumer's current place of employment or school; court and/or legal status and name of person authorized to give consent, if applicable; the names, addresses and phone numbers of other persons or providers involved with the consumer case/plan; the consumer's physician's address and phone number.
 - ii) Health record – Must include any serious or life-threatening medical conditional of the consumer, including a description of any current treatment or medication necessary for the treatment of serious or life-threatening condition(s) and /or any known allergies.

- iii) Complete history of the consumer including, where applicable; family data; employment record; prior medical history; medications; known allergies; as well as any other such pertinent information.
 - iv) The Consumer assessments, evaluation and individualized plan(s) and progress measured in accordance with recommendations of GBHWC clinical team.
 - v) Any incident reports involving the consumer.
 - i) Any other record keeping requested or mandated by Local and Federal laws.
- 2. Consumer records shall be stored (secured) in such a manner as to be accessible to all staff involved with the consumer and still protect the consumer's confidentiality. Closed consumer records will be retained for the period prescribed by law.
- 3. Written comprehensive evaluations, service, agreements, financial assets, public housing, and nourishment stipends statements information, and quarterly summaries are to be maintained on each consumer. Quarterly summaries are to provide documentation of services provided, including outcomes achieved and/or barriers with plans to address them and personal financial information. Copies of quarterly summaries and financial information are to be provided to referring GBHWC clinician and contract monitor.
- 4. Offeror will participate in Electronic Behavioral Health Record used by GBHWC.

E. Required Documentation

- 1. Offeror will employ record-keeping procedures which will provide an audit trail for expenditures and income received. Appropriate financial documentation for reimbursement must be submitted monthly to GBHWC. Failure to establish and retain adequate documentation of all expenditures represents a contractual breach and will result in disallowance of such expenditures.
- 2. All work under the contract shall be monitored by GBHWC. Program review of contract conditions of the statement of work will be conducted by GBHWC on a semi-annual basis, and more frequently as necessary. Offeror shall respond to issues of concern raised by GBHWC clinicians within fifteen (15) days of receipt. GBHWC will be responsible for conducting site visits as a means for conducting any program reviews of the contract.
- 3. Results of program evaluations will be made available for periodic surveys by GBHWC.
- 4. GBHWC is responsible for the technical direction of the contract, which includes reviewing and accepting all reports relative to consumer services, financial documentation and verification, and other reports as requested. Notwithstanding any other terms of the contract, failure of Offeror to submit required reports when due or preform or deliver required work or services will result in the withholding of payments under the contract.
- 5. Offeror will document each consumer's financial information on a GBHWC form that describes a consumer's availability of funds from any source that may provide for housing, nourishment, and money to be spent for the consumer's needs and pleasure. This completed form will be submitted monthly as an attachment to the monthly invoices for payment of services.

F. Admission and Discharge

1. Admission/ Referrals for Admission:

All referrals for admission will come from GBHWC. A Referral Packet on a consumer referred for discharge by GBHWC Treatment Team will be sent for Offeror's review to determine eligibility. All appropriate consumers shall be accepted, or discussion of denial shall be held, with GBHWC clinical team.

2. Discharges:

Discharge Planning is a dynamic process which shall be developed with active participation of the consumer and is initiated when discharge criteria (i.e., the conditions under which services are no longer clinically necessary) is identified during the development of the Service Agreement (clinical and community services requested by the consumer). Discharge Plans shall include a written summary of the consumer's program, progress, date and reason for discharge and recommendations and referrals for further treatment and services. Discharge Plans must be completed within thirty (30) days of discharge, signed by the Program

Manager, the residential social worker, the guardian (if applicable) and/or consumer, and a copy forwarded to the referring GBHWC clinical team.

- i) **PLANNED** – The consumer is discharged from the program according to time frames established in the service agreement with consensus of the consumer and/or his/her guardian, Offeror and treatment personnel.
- ii) **UNPLANNED** – If a consumer elopes or voluntarily leaves, Offeror must make every effort to find the consumer and assist in finding appropriate alternative housing if recommended. Efforts could include (but are not limited to) contacting law enforcement and family.
- iii) **EMERGENCY** – Offeror shall have an emergency management plan in place which covers event to include: elopement, criminal behavioral, medical and psychiatric emergencies and natural and manmade disasters. The plan shall include the mitigation, preparedness, staff orientation of the plan, response and recovery. A consumer may be removed from the program by Offeror when the consumer's continued presence poses a danger to self and other consumers, staff or members of the community. Formal notice for the emergency discharge must be provided to treatment personnel and GBHWC within twenty-four (24) hours after discharge.

G. Fraud and Abuse

- 1. Offeror shall have internal controls and policies and procedures in place that are designed to prevent, detect, and report known or suspected fraud and abuse activities.
- 2. Such policies and procedures must be in accordance with local and federal regulations. Offeror shall have adequate staffing and resources to investigate unusual incidents and develop and implement corrective action plans to assist Offeror in preventing and detection potential fraud and abuse activities.

H. Designated Point of Contact

Offeror shall have an assigned staff member who will be responsible for primary oversight of the contract. This individual will schedule meetings to discuss progress of activities and problems identified.

The scope of work hereinabove was prepared by Reina Sanchez, Community Support Services Supervisor, Clinical Services Division of GBHWC.

SECTION III. PROPOSED CONTENTS, REQUIREMENTS & INSTRUCTIONS

A. Contents of Proposal

Offeror's response to the items mentioned in Section II Scope of Work (services) shall be considered Offeror's proposal. Proposals should be prepared simply and economically, providing a straightforward, concise description of Offeror's ability to fulfill the requirement of the proposal. In order to ensure a uniform review process and to obtain the maximum degree of comparability, at a minimum, each proposal shall contain:

- 1. Title Page - name of Offeror, the location of Offeror's principal place of business, telephone and facsimile numbers, and email address.
- 2. Table of Contents
- 3. Designations of contact person to include his/her address and contact numbers, including email address, if different from Offeror's. The designated person must be able to answer any questions regarding Offeror's proposal and must be able to negotiate the fee and other contract terms.
- 4. Current business license, Offeror's federal employer identification number (EIN), or tax identification number (TIN), if any. (Local business license is required before the contractual agreement is executed).

5. Statement of understanding and willingness, expressing Offeror's understanding of the work to be accomplished as specified in Section II Scope of Work (services), and a statement of positive commitment and willingness to perform the services.
6. Background Summary:
 - a. Description of Organization
 - b. History of the Organization (the number of years Offeror has been in business and the average number of its employees, if any, over the past year)
 - c. Organizational Philosophy
 - d. Unique Characteristics
 - e. Organizational Chart
7. Skills and Experience:
 - a. Proposed services (what Offeror will undertake to accomplish the objectives of this project and the work described in the scope of work)
 - b. Target Population
8. Project Personnel and Community Partners:
 - a. Project leader's academic background (education and specialized training), skills (abilities and qualifications) and community development work experience with similar projects
 - b. Staff position titles/description of work responsibilities
 - c. Community partners – organization/volunteers
9. Service Delivery
 - a. Proposed services (a discussion of the program that Offeror will undertake to accomplish the objectives of this project and the work described in the scope of work), expected outcomes and products;
 - b. Timeline for delivery of services to program; meeting of project timelines while managing current workload of Offeror.
10. A list of other contracts or work performed for services similar in scope, size and discipline for the required services, which Offeror, and/or project members substantially performed or accomplished over the previous **two to five years.** The contracts or work performed described should only pertain to those services contained in Section II Scope of Work;
11. Letters, awards or other forms of recognition that demonstrate confidence in the work performed by Offeror, to include a current financial statement or audit;
12. Reporting System
 - Regular progress reporting mechanism;
 - Tracking of financial activity;
 - Tracking system to report project progress; and,
 - Performance measures on completion of services contained in Section IV.
13. Proposal Signature – Form B
14. Submitting Licenses – Form C
15. Affidavit re Disclosing Ownership – Form 002
16. Affidavit re Non-Collusion – Form 003
17. No Gratuities or Kickbacks Affidavit – 004
18. Ethical Standards Affidavit – Form 005

19. Wage Determination and Benefit – Form 006

20. Contingent Fees – Form 007

21. Annual Program Cost - Form F

B. Requirements and Instructions

All Proposals must be submitted in writing. It should include a listing of current and former business clients and a description of the type of work performed or being performed. At a minimum, if Offeror is an individual, the proposal should include a complete resume of the individual. If Offeror is a firm, the proposal should include a resume of the firm's principal(s).

Offeror is required to read each and every page of the proposal and by the act of submitting a proposal shall be deemed to have accepted all conditions contained therein except as noted elsewhere. In no case will failure to inspect constitute grounds for a claim or for the withdrawal of a proposal after opening. Proposals shall be filled out in ink or typewritten and signed in ink. Erasures or other changes in a proposal must be explained or noted over the signature of Offeror. Erasures, strikeouts, or other types of changes that are evident on their face made to a proposal must be explained or noted over the signature of Offeror. Proposals containing any conditions, omissions, unexplained erasures or alterations or items not called for in the proposal or irregularities of any kind may be rejected by GBHWC as being incomplete. Proposals **must follow the format of the RFP as outlined in the table of contents.**

GBHWC also requires respondents to present satisfactory evidence that the leadership/management and personnel have sufficient experience and are qualified to provide these services. Entities submitting proposals must be able to demonstrate in detail, their stability in the community to provide residential, therapeutic and operational services to adults with persistent developmental and cognitive/emotional disabilities. The proposal must include resumes of treatment staff with experience, expertise, and certifications in treatment, and must identify a Program Manager that would be responsible for treatment outcomes and contractual performance. The following lists the minimum qualifications for treatment staff with at least one member as the Program Manager:

Program Manager must have:

- Experience in managing residential services for adults with developmental disabilities

Social Worker must have:

- Bachelor's degree in any of the following psychology, social work, behavioral science or related fields
- Previous case work experience
- Working with developmental disabilities population within a residential setting

Care Worker Staff must have:

- High school diploma
- Valid driver's license
- Training in recovery models, behavioral health, etc. (Will commence upon hire)

SECTION IV. GENERAL PROCEDURES

A. Questions, Receipt, and Registration of Proposals

Questions regarding this RFP should be written and addressed to GBHWC Director through U.S. Mail, hand delivery, or facsimile (671) 649-6948 by October 06, 2015. All proposals and modifications shall be time-stamped upon receipt and held in a secure place until the established due date below. Proposals and modifications received after the due date and time will not be considered. It is the sole responsibility of each Offeror to assure that its proposal is delivered at the specified location prior to the deadline. Proposals which,

for any reason, are not so delivered will not be considered. The deadline for **receipt** of proposals by GBHWC is **no later than 4:00 P.M., October 14, 2015.**

1. All proposals must be submitted via U.S. mail, courier or hand delivered to the attention of the Director, GBHWC.

Mailing & Delivery Address:

Rey M. Vega, Director
Guam Behavioral Health and Wellness Center
790 Governor Carlos G. Camacho Road
Tamuning, Guam 96913

2. Offeror shall submit one (1) original hard copy, one (1) electronic copy (flash drive or compact disc) and three (3) hard copies of each proposal. The Cost Proposal shall be submitted together with the technical proposal but in a **separate, sealed envelope**. The Cost Proposal shall be presented in the format as provided on GBHWC RFP Form F.
3. Envelopes/boxes containing proposals shall be **sealed and marked** on the face with the name and address of Offeror, the proposal number and the time and date of submission. **Please be aware that submissions without this information will be considered non-responsive, will not be opened, and will be returned to Offeror (if address is known).**
4. No facsimile or emailed proposals will be accepted.
5. Proposals may be hand-carried and received at GBHWC on or before the deadline date and time.
6. Proposals received through the mail will not be accepted if such mail is received at the address showing after the submission date and time.
7. GBHWC will not accept a late proposal unless a man-made or natural disaster/emergency prevents delivery at or acceptance by GBHWC.
8. Proposals will be considered only from such Offerors who, in the opinion of GBHWC, can show evidence of their ability, experience, equipment and facilities to render satisfactory service, and are not currently debarred by federal or local government.

B. Opening of Proposals

Proposals shall not be opened publicly nor disclosed to unauthorized persons, but shall be opened in the presence of two or more procurement officials. A register of proposals shall be established which shall include all proposals, the name of each Offeror, the number of modifications received, if any, and a description sufficient to identify the services offered. The register of proposals shall be opened to public inspection only after award of the contract. Proposals of Offerors who are not awarded the contract shall not be opened for public inspection. (2 GAR 3114.h.2)

C. Proposal Evaluation

In determining the most qualified Offeror, the following criteria will be used to evaluate proposals and GBHWC shall be guided by the following.

1. The plan for performing the required services;
2. Ability to perform the services as reflected by technical training and education, general experience, specific experience in providing the required services, and the qualifications and abilities of personnel proposed to be assigned to perform the services;
3. The personnel, equipment, financial audit report or latest, certified financial statement, and facilities to perform the services currently available or demonstrated to be made available at the time of contracting, and

4. A record of past performance of similar work.

Evaluations will be conducted by an Evaluation Panel. Scoring will be based on a possible total of 100 points and the proposal with the highest total score will be recommended for award.

Evaluation Criteria and Assigned Weight

Evaluation Criteria	Assigned Weight
Introduction/Understanding of RFP – The organization’s familiarity with the needs of the consumers and knowledge of overall services and support required.	30
Work Plan/Project Execution – The organization’s description of how they will provide services detailed in Section II – Scope of Work.	20
Corporate/Organization Experience – Experience in successfully managing projects, inclusive of similar projects accomplished or underway. Demonstrated ability to meet schedules, deadlines or reporting requirements, or a history of work with GBHWC to include cooperativeness, openness, and collegial relationship.	10
Qualification of Personnel – The qualifications and abilities of key personnel proposed to be assigned to perform the services as reflected by technical training and education, developmental disabilities experience, and other specific experience.	20
Current, certified financial statement or latest financial audit (within 1 to 3 years)	10
Equipment & Facilities – The equipment and facilities to perform the required services are available or will be made readily available at the time of contracting.	10
Total Points	100

D. Negotiation and Award of Contract

After an evaluation of responsive Offerors has been completed, Offerors will be ranked from highest to lowest to lowest according to the number of points received during the evaluation. The highest ranked Offeror is the best qualified and will be invited to negotiate a contract. GBHWC will negotiate a contract with the best-qualified Offeror for the required services at compensation determined in writing to be fair and reasonable. Contract negotiations will be directed toward: (1) making certain that Offeror has a clear understanding of the scope of work, specifically, the essential requirements involved in providing the required services; (2) determining that Offeror will make available the necessary personnel to perform the services within the required time; and (3) agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity, and nature of such services.

If the negotiations are successful, then GBHWC will award a contract to the highest ranked Offeror.

E. Right to Reject Offers and Cancel the Procurement

GBHWC shall have the right to reject all offers, and or individual Offerors in whole or in part, and/or cancel this RFP, if it is determined to be in the best interest of GBHWC.

F. Failure to Negotiate Contract With Offerors Initially Selected as Best Qualified

If after the Offerors final Best Offer compensation, contract requirements, and contract documents cannot be agreed upon with the best qualified Offeror, a written record stating the reasons therefore, shall be placed in the file and GBHWC will advise such Offeror of the termination of negotiations which shall be confirmed by written notice within three days or as soon as possible. Upon failure to negotiate a contract with the best-qualified Offeror, GBHWC will enter into negotiations with the next most qualified Offeror. If negotiations again fail, negotiations will be terminated as provided in this Section and commence with the next qualified Offeror.

Should GBHWC be unable to negotiate a contract with any Offerors that were initially selected as the best qualified Offerors, offers may be re-solicited or additional Offerors may be selected based on original, acceptable submissions in the order of their respective qualification ranking and negotiations may continue in accordance with the procedures and process herein specified.

G. Retention and Access Requirements For Records

Offeror shall retain all records pertinent to the contract for a period of no less than 3 years from the expiration or termination date. As used in this provision, "records" includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. Offeror shall provide access and the right to examine all records related to the contract to GBHWC, Guam Public Auditor or their authorized representatives.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

Records for nonexpendable property acquired in whole or in part, with funds from this contract funds, must be retained for 3 years after its final disposition.

Offeror shall provide access to any project site(s) to the GBHWC, Guam Public Auditor or their authorized representatives. The rights of access in this section shall not be limited to the required retention period but shall last as long as the records are kept.

H. Special Reporting Requirements for Non-Profit Organizations

Offeror, if a non-profit organization, in addition to any other terms and conditions of the contract, shall comply with the reporting requirements set forth in P.L. 33-66 Chapter XIII § 6 and this clause. In the event one of the contractor's subcontractors is a non-profit organization, the provisions of this clause shall also be deemed to apply to the contractor's subcontractor, and the contractor is obligated to submit its non-profit subcontractor's information in the same manner and time periods.

Offeror shall maintain accurate financial records of all monies paid to it under the contract.

Offeror shall provide to the government of Guam a budgetary breakdown by object category as to all services under the contract. An initial proposed budgetary breakdown (GBHWC RFP Form F) is part of the request for proposal, and the agreed cost proposal, budget, staffing request are incorporated into the contract's scope of services.

Offeror shall provide to the Government of Guam, a quarterly report describing its activities during the reporting period and the results it achieved, no later than twenty (20) days after the end of each quarter.

Offeror must provide prior written notification to the Government of Guam of all procurement of equipment and services of FIVE THOUSAND DOLLARS (\$5,000.00) or more as to its professional services related to this contract, or with regard to items to be invoices as part of the contract.

Offeror shall provide access to duly authorized representatives of the Government of Guam, the Guam Public Auditor, or their authorized representatives, to any and all appropriate records for the purpose of audit and examination of books, documents, papers, and records of funds expended as part of the contract. The Offeror, upon written request by the Government of Guam, the Guam Public Auditor or their authorized representatives, shall provide source documentation, including but not limited to copies of checks or receipts, employee pay statement, inventory receipt, attendance records, utility bills.

Offeror is subject to the Single Audit Rules and shall provide annually to GBHWC, copies of its Audit Reports for all time periods covered as part of the contract. The Offeror shall provide certified detailed inventory listings of each Fiscal Year's purchases under the contract to the Government of Guam, as well as a Fiscal Year-End Report of all expenditures of funds under the contract, no later than November 15 of the initial contract year, and November 15 of each subsequent contract year.

In the event Offeror fails to timely provide reports or items set forth in this section to the Government of Guam, after prior written reasonable notice by the Government of Guam to the Offeror, and Offeror's failure to cure the contract default, the Government of Guam in addition to other contractual rights and remedies under this contract, may withhold payment of TEN PERCENT (10%) of any amounts that are invoiced under this contract by the Offeror.

SECTION V. CONTRACTUAL TERMS

This procurement is subject to all applicable Federal and Guam laws and regulations. Guam laws and regulations are available at the Guam Supreme Court, Office of Compiler's website <http://www.guamcourts.org/compileroflaws>. The Guam Procurement Laws are available at the Office of Compiler's website as part of the 5 GCA Ch. 5. The Guam Procurement Regulations are available at the Office of Compiler's website 2 GAR Division 4. Additionally, the Guam Office of Public Accountability <http://www.guamopa.com/>, the Guam Office of Attorney General <http://www.guamag.org/> and the Department of Administration's General Service Agency www.gsa.doa.guam.gov, all have useful procurement information and forms.

A proposed contract is attached to this RFP as Sample Contract (GBHWC RFP Form E). Offerors understand that the Sample Contract complies with law and is the general form of contract that the Government expects Offeror to enter into with the Government. GBHWC reserves the right to amend or revise the Sample Contract form as may be deemed necessary to serve the Government's best interest. If changes are made to the Sample Contract in Form E, prior to the conclusion of all evaluations, GBHWC will issue an amendment to this RFP. However, if changes are made to the Sample Contract during negotiations with the best qualified Offeror, then such changes are considered negotiated and no amendment to this RFP will be issued.

-----Nothing Follows-----



**GUAM BEHAVIORAL HEALTH AND WELLNESS CENTER
GBHWC RFP 04-2015**

Professional Services Providing Twenty-Four (24) Hour Residential
and Support Services for Adults with persistent developmental and cognitive/emotional disabilities

PROPOSAL REGISTRATION

The individual, firm, entity or organization identified below is an interested party and/or "Offeror" to GBHWC RFP 04-2015 and will receive changes, amendments, inquiries and/or related correspondence in accordance with the Guam Procurement Regulations. However, GBHWC will not be liable for failure to provide notice to any party who did not register accurate and current contact information.

Name of Organization or Individual	
Office or Home Address	
Mailing Address	
Contact Number(s)	
Facsimile Number(s)	
Point of Contact (POC) or Official representative	
POC Contact Number(s)	
POC Facsimile Number(s)	
Email address(es)	
Special Comment or Request(s)	

For those reviewing this proposal from the website, this registration form can be delivered to GBHWC, 790 Governor Carlos Camacho Road, Tamuning, Guam during weekdays, except holidays and weekends, faxed to (671) 649-6948 or emailed to Maelei.sampson@gbhwc.guam.gov.

(Form Dev. 08/2014)
GBHWC RFP FORM A



PROPOSAL SIGNATURE FORM

For GBHWC RFP 04-2015

By submitting this proposal, Offeror certifies that its authorized representative has fully read and understands the proposal method and has full knowledge of the scope, nature, and quality of work to be performed and the services to be rendered.

OFFICIAL CONTACT. GBHWC requests that Offeror designate one person below to receive all documents and the method in which the documents are best delivered. GBHWC is thereby, granted permission to contact the official contact named below for all communications. By its submission of this proposal and authorized signature below, proposer certifies that:

1. The information in the proposal is accurate;
2. Offeror accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
3. Offeror certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the Chief Procurement Officer or the Director of Public Works pursuant to Guam Procurement Law.

In compliance with this RFP and with all the conditions imposed herein, the undersigned offers and agrees to provide services in accordance with the attached signed proposal, or as mutually agreed upon by subsequent negotiation. This completed Proposal Signature Form shall be submitted with Offeror's written proposal and will become a part of any agreement that may be awarded. This Proposal Signature Form must be signed by an authorized representative.

NOTE: Offeror shall inform GBHWC immediately in writing of a change in the designated authorized representative.

NAME AND ADDRESS OF OFFEROR: By my signature, I acknowledge that I have read the instructions and accept all the terms and conditions in the Request for Proposals, and that I am authorized to sign on behalf of Offeror:

Type or Print Name and Title

Signature of Authorized Representative

Name of Offeror: _____

Address: _____

Telephone Number: _____ Fax Number: _____

Type of Organization: ☐ Individual ☐ Non-Profit ☐ Partnership
☐ Corporation ☐ Joint Venture
☐ Other(Specify) _____

GBHWC RFP FORM B

**FORM FOR SUBMITTING ALL LICENSES
For GBHWC RFP 04-2015**

Please attach copies of all business licenses, permits, fictitious name certificates, certificates of good standing, or any other license, permit or certificate issued to the individual or company, which is applicable to this Request for Proposals. Please indicate on the attached documents by checking the applicable boxes:

☐ **Business License**

- ☐ from the Department of Revenue and Taxation, Government of Guam
☐ from a jurisdiction other than Guam:_____

☐ **Fictitious Name Registration**

- ☐ from the Department of Revenue and Taxation, Government of Guam
☐ from a jurisdiction other than Guam:_____

☐ **Certificate of Incorporation**

- ☐ from the Department of Revenue and Taxation, Government of Guam
☐ from a jurisdiction other than Guam:_____

☐ **Federal I.D.#**_____

☐ **Other Attachments. Please indicate:**_____

☐ **Please check here if there are no attachments to this form.**

Authorized Signature:_____ Date:_____

GBHWC RFP FORM C

AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSIONS

CITY OF _____)
) ss.
ISLAND OF GUAM)

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the offeror and that *[please check only one]*:

- ☐ The offeror is an individual or sole proprietor and owns the entire (100%) interest in the offering business.
- ☐ The offeror is a corporation, partnership, joint venture, or association known as _____ *[please state name of offeror company]*, and the persons, companies, partners, or joint venturers who have held more than 10% of the shares or interest in the offering business during the 365 days immediately preceding the submission date of the proposal are as follows *[if none, please so state]*:

<u>Name</u>	<u>Address</u>	<u>% of Interest</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. Further, I say that the persons who have received or are entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid or proposal for which this affidavit is submitted are as follows *[if none, please so state]*:

<u>Name</u>	<u>Address</u>	<u>Compensation</u>
_____	_____	_____

C. If the ownership of the offering business should change between the time this affidavit is made and the time an award is made or a contract is entered into, then I promise personally to update the disclosure required by 5 GCA §5233 by delivering another affidavit to the government.

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me
this ____ day of _____, 201__.

NOTARY PUBLIC
My commission expires: _____

AG Procurement Form 002 (Rev. Nov. 17, 2005)

AFFIDAVIT re NON-COLLUSION

CITY OF _____)
ISLAND OF GUAM) ss.

_____ [state name of affiant signing below], being first duly sworn, deposes and says that:

1. The name of the offering company or individual is [state name of company]

2. The proposal for the solicitation identified above is genuine and not collusive or a sham. The offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other offeror or person, to put in a sham proposal or to refrain from making an offer. The offeror has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the proposal price of offeror or of any other offeror, or to fix any overhead, profit or cost element of said proposal price, or of that of any other offeror, or to secure any advantage against the government of Guam or any other offeror, or to secure any advantage against the government of Guam or any person interested in the proposed contract. All statements in this affidavit and in the proposal are true to the best of the knowledge of the undersigned. This statement is made pursuant to 2 GAR Division 4 § 3126(b).

3. I make this statement on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:

Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this _____ day of _____, 201_____.

NOTARY PUBLIC
My commission expires _____,

AG Procurement Form 003 (Jul. 12, 2010)

AFFIDAVIT RE ETHICAL STANDARDS

CITY OF _____)
) ss.
ISLAND OF GUAM)

_____[state name of affiant signing below], being first
duly sworn, deposes and says that:

The affiant is _____ [state one of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal. To the best of affiant's knowledge, neither affiant nor any officers, representatives, agents, subcontractors or employees of offeror have knowingly influenced any government of Guam employee to breach any of the ethical standards set forth in 5 GCA Chapter 5, Article 11. Further, affiant promises that neither he or she, nor any officer, representative, agent, subcontractor, or employee of offeror will knowingly influence any government of Guam employee to breach any ethical standards set forth in 5 GCA Chapter 5, Article 11. These statements are made pursuant to 2 GAR Division 4 § 11103(b).

Signature of one of the following:

**Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.**

Subscribed and sworn to before me
this _____ day of _____, 201__.

NOTARY PUBLIC

My commission expires _____, _____.

AG Procurement Form 005 (Jul. 12, 2010)

DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

Procurement No.: _____

Name of Offeror Company: _____

I, _____ hereby **certify under penalty of perjury**:

(1) That I am _____ *[please select one: the offeror, a partner of the offeror, an officer of the offeror]* making the bid or proposal in the foregoing identified procurement;

(2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 which read:

§ 5801. Wage Determination Established.

In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ("contractor") for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam.

The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.

§ 5802. Benefits.

In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

(3) That the offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;

(4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. *[INSTRUCTIONS - Please attach!]*

Signature

AG Procurement Form 006 (Feb. 16, 2010)

Attachment to AG Procurement Form 006WD 05-2147 (Rev.-18) was first posted on www.wdol.gov on 07/14/2015

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210
		Wage Determination No.: 2005-2147
Daniel W. Simms	Division of	Revision No.: 18
Director	Wage Determinations	Date Of Revision: 07/08/2015

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide
 Northern Marianas Statewide
 Wake Island Statewide

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.50
01012 - Accounting Clerk II		13.53
01013 - Accounting Clerk III		15.59
01020 - Administrative Assistant		17.67
01040 - Court Reporter		15.38
01051 - Data Entry Operator I		10.48
01052 - Data Entry Operator II		11.99
01060 - Dispatcher, Motor Vehicle		13.06
01070 - Document Preparation Clerk		12.25
01090 - Duplicating Machine Operator		12.25
01111 - General Clerk I		10.29
01112 - General Clerk II		11.28
01113 - General Clerk III		12.32
01120 - Housing Referral Assistant		17.15
01141 - Messenger Courier		10.12
01191 - Order Clerk I		11.23
01192 - Order Clerk II		12.25
01261 - Personnel Assistant (Employment) I		14.33
01262 - Personnel Assistant (Employment) II		14.90
01263 - Personnel Assistant (Employment) III		16.48
01270 - Production Control Clerk		18.34
01280 - Receptionist		9.67
01290 - Rental Clerk		11.10
01300 - Scheduler, Maintenance		13.75
01311 - Secretary I		13.75
01312 - Secretary II		15.38
01313 - Secretary III		17.15
01320 - Service Order Dispatcher		11.57
01410 - Supply Technician		17.67
01420 - Survey Worker		15.26
01531 - Travel Clerk I		11.61

01532 - Travel Clerk II	12.57
01533 - Travel Clerk III	13.44
01611 - Word Processor I	12.25
01612 - Word Processor II	13.75
01613 - Word Processor III	15.38
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	13.34
05010 - Automotive Electrician	13.06
05040 - Automotive Glass Installer	12.10
05070 - Automotive Worker	12.10
05110 - Mobile Equipment Servicer	8.59
05130 - Motor Equipment Metal Mechanic	13.06
05160 - Motor Equipment Metal Worker	12.10
05190 - Motor Vehicle Mechanic	13.06
05220 - Motor Vehicle Mechanic Helper	10.12
05250 - Motor Vehicle Upholstery Worker	12.10
05280 - Motor Vehicle Wrecker	12.10
05310 - Painter, Automotive	12.37
05340 - Radiator Repair Specialist	12.10
05370 - Tire Repairer	7.81
05400 - Transmission Repair Specialist	12.10
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.47
07041 - Cook I	9.54
07042 - Cook II	11.78
07070 - Dishwasher	7.25
07130 - Food Service Worker	7.78
07210 - Meat Cutter	11.86
07260 - Waiter/Waitress	7.59
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.38
09040 - Furniture Handler	8.85
09080 - Furniture Refinisher	14.38
09090 - Furniture Refinisher Helper	10.66
09110 - Furniture Repairer, Minor	12.51
09130 - Upholsterer	14.38
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.23
11060 - Elevator Operator	8.23
11090 - Gardener	10.99
11122 - Housekeeping Aide	8.33
11150 - Janitor	8.23
11210 - Laborer, Grounds Maintenance	9.14
11240 - Maid or Houseman	7.25
11260 - Pruner	8.23
11270 - Tractor Operator	10.33
11330 - Trail Maintenance Worker	9.14
11360 - Window Cleaner	9.14
12000 - Health Occupations	
12010 - Ambulance Driver	15.81
12011 - Breath Alcohol Technician	15.81
12012 - Certified Occupational Therapist Assistant	21.70
12015 - Certified Physical Therapist Assistant	21.70
12020 - Dental Assistant	13.20
12025 - Dental Hygienist	29.85
12030 - EKG Technician	23.96
12035 - Electroneurodiagnostic Technologist	23.96
12040 - Emergency Medical Technician	15.81
12071 - Licensed Practical Nurse I	14.14
12072 - Licensed Practical Nurse II	15.81
12073 - Licensed Practical Nurse III	17.63
12100 - Medical Assistant	11.54
12130 - Medical Laboratory Technician	14.14
12160 - Medical Record Clerk	11.82
12190 - Medical Record Technician	13.59
12195 - Medical Transcriptionist	14.14
12210 - Nuclear Medicine Technologist	34.75

12221 - Nursing Assistant I	10.03
12222 - Nursing Assistant II	11.30
12223 - Nursing Assistant III	12.31
12224 - Nursing Assistant IV	13.84
12235 - Optical Dispenser	15.81
12236 - Optical Technician	14.14
12250 - Pharmacy Technician	13.41
12280 - Phlebotomist	13.84
12305 - Radiologic Technologist	22.64
12311 - Registered Nurse I	20.70
12312 - Registered Nurse II	25.32
12313 - Registered Nurse II, Specialist	25.32
12314 - Registered Nurse III	30.64
12315 - Registered Nurse III, Anesthetist	30.64
12316 - Registered Nurse IV	36.72
12317 - Scheduler (Drug and Alcohol Testing)	19.59
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	15.06
13012 - Exhibits Specialist II	18.66
13013 - Exhibits Specialist III	22.83
13041 - Illustrator I	15.06
13042 - Illustrator II	18.66
13043 - Illustrator III	22.83
13047 - Librarian	20.66
13050 - Library Aide/Clerk	12.00
13054 - Library Information Technology Systems Administrator	18.66
13058 - Library Technician	15.06
13061 - Media Specialist I	13.46
13062 - Media Specialist II	15.06
13063 - Media Specialist III	16.80
13071 - Photographer I	12.82
13072 - Photographer II	14.32
13073 - Photographer III	17.75
13074 - Photographer IV	21.73
13075 - Photographer V	26.30
13110 - Video Teleconference Technician	12.91
14000 - Information Technology Occupations	
14041 - Computer Operator I	13.65
14042 - Computer Operator II	15.76
14043 - Computer Operator III	17.56
14044 - Computer Operator IV	19.50
14045 - Computer Operator V	21.81
14071 - Computer Programmer I	(see 1) 15.73
14072 - Computer Programmer II	(see 1) 19.50
14073 - Computer Programmer III	(see 1) 23.84
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1) 24.23
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	13.65
14160 - Personal Computer Support Technician	19.50
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	24.23
15020 - Aircrew Training Devices Instructor (Rated)	29.32
15030 - Air Crew Training Devices Instructor (Pilot)	33.30
15050 - Computer Based Training Specialist / Instructor	24.23
15060 - Educational Technologist	22.82
15070 - Flight Instructor (Pilot)	33.30
15080 - Graphic Artist	20.47
15090 - Technical Instructor	17.65
15095 - Technical Instructor/Course Developer	21.58
15110 - Test Proctor	13.87
15120 - Tutor	13.87
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.08
16030 - Counter Attendant	8.08
16040 - Dry Cleaner	9.34

16070 - Finisher, Flatwork, Machine	8.08
16090 - Presser, Hand	8.08
16110 - Presser, Machine, Drycleaning	8.08
16130 - Presser, Machine, Shirts	8.08
16160 - Presser, Machine, Wearing Apparel, Laundry	8.08
16190 - Sewing Machine Operator	9.86
16220 - Tailor	10.33
16250 - Washer, Machine	8.46
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	14.49
19040 - Tool And Die Maker	18.20
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12.49
21030 - Material Coordinator	18.34
21040 - Material Expediter	18.34
21050 - Material Handling Laborer	10.65
21071 - Order Filler	9.66
21080 - Production Line Worker (Food Processing)	12.49
21110 - Shipping Packer	13.33
21130 - Shipping/Receiving Clerk	13.33
21140 - Store Worker I	13.23
21150 - Stock Clerk	18.58
21210 - Tools And Parts Attendant	12.49
21410 - Warehouse Specialist	12.49
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.69
23021 - Aircraft Mechanic I	19.70
23022 - Aircraft Mechanic II	20.69
23023 - Aircraft Mechanic III	21.74
23040 - Aircraft Mechanic Helper	13.70
23050 - Aircraft, Painter	18.50
23060 - Aircraft Servicer	16.09
23080 - Aircraft Worker	17.38
23110 - Appliance Mechanic	14.49
23120 - Bicycle Repairer	9.74
23125 - Cable Splicer	15.43
23130 - Carpenter, Maintenance	13.00
23140 - Carpet Layer	13.55
23160 - Electrician, Maintenance	14.99
23181 - Electronics Technician Maintenance I	14.72
23182 - Electronics Technician Maintenance II	15.05
23183 - Electronics Technician Maintenance III	18.31
23260 - Fabric Worker	12.60
23290 - Fire Alarm System Mechanic	15.43
23310 - Fire Extinguisher Repairer	11.67
23311 - Fuel Distribution System Mechanic	15.43
23312 - Fuel Distribution System Operator	13.01
23370 - General Maintenance Worker	11.95
23380 - Ground Support Equipment Mechanic	19.70
23381 - Ground Support Equipment Servicer	16.09
23382 - Ground Support Equipment Worker	17.38
23391 - Gunsmith I	11.67
23392 - Gunsmith II	13.55
23393 - Gunsmith III	15.43
23410 - Heating, Ventilation And Air-Conditioning Mechanic	15.76
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	16.55
23430 - Heavy Equipment Mechanic	15.15
23440 - Heavy Equipment Operator	13.73
23460 - Instrument Mechanic	15.43
23465 - Laboratory/Shelter Mechanic	14.49
23470 - Laborer	10.65
23510 - Locksmith	14.49
23530 - Machinery Maintenance Mechanic	17.38
23550 - Machinist, Maintenance	15.43
23580 - Maintenance Trades Helper	9.92
23591 - Metrology Technician I	15.43

23592 - Metrology Technician II	16.41
23593 - Metrology Technician III	17.37
23640 - Millwright	15.43
23710 - Office Appliance Repairer	14.38
23760 - Painter, Maintenance	13.55
23790 - Pipefitter, Maintenance	15.32
23810 - Plumber, Maintenance	14.38
23820 - Pneudraulic Systems Mechanic	15.43
23850 - Rigger	15.43
23870 - Scale Mechanic	13.55
23890 - Sheet-Metal Worker, Maintenance	15.21
23910 - Small Engine Mechanic	13.55
23931 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.76
23950 - Telephone Lineman	18.24
23960 - Welder, Combination, Maintenance	14.66
23965 - Well Driller	15.43
23970 - Woodcraft Worker	15.43
23980 - Woodworker	11.67
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	12.58
24610 - Chore Aide	12.43
24620 - Family Readiness And Support Services Coordinator	12.44
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	15.43
25040 - Sewage Plant Operator	14.49
25070 - Stationary Engineer	15.43
25190 - Ventilation Equipment Tender	10.73
25210 - Water Treatment Plant Operator	14.49
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90
27007 - Baggage Inspector	7.35
27008 - Corrections Officer	12.05
27010 - Court Security Officer	12.05
27030 - Detection Dog Handler	10.90
27040 - Detention Officer	12.05
27070 - Firefighter	12.05
27101 - Guard I	7.37
27102 - Guard II	10.90
27131 - Police Officer I	12.05
27132 - Police Officer II	13.40
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9.53
28042 - Carnival Equipment Repairer	10.08
28043 - Carnival Equipment Worker	7.78
28210 - Gate Attendant/Gate Tender	13.18
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	14.74
28510 - Recreation Aide/Health Facility Attendant	10.76
28515 - Recreation Specialist	18.26
28630 - Sports Official	11.74
28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	15.20
29020 - Hatch Tender	15.20
29030 - Line Handler	15.20
29041 - Stevedore I	14.22
29042 - Stevedore II	16.25
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.49
30022 - Archeological Technician II	19.56
30023 - Archeological Technician III	24.21

30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	21.93
30061 - Drafter/CAD Operator I	17.49
30062 - Drafter/CAD Operator II	19.56
30063 - Drafter/CAD Operator III	20.74
30064 - Drafter/CAD Operator IV	24.21
30081 - Engineering Technician I	14.62
30082 - Engineering Technician II	16.41
30083 - Engineering Technician III	18.36
30084 - Engineering Technician IV	22.34
30085 - Engineering Technician V	27.83
30086 - Engineering Technician VI	33.66
30090 - Environmental Technician	21.10
30210 - Laboratory Technician	20.74
30240 - Mathematical Technician	23.34
30361 - Paralegal/Legal Assistant I	19.06
30362 - Paralegal/Legal Assistant II	21.53
30363 - Paralegal/Legal Assistant III	26.35
30364 - Paralegal/Legal Assistant IV	30.80
30390 - Photo-Optics Technician	21.93
30461 - Technical Writer I	22.17
30462 - Technical Writer II	27.10
30463 - Technical Writer III	32.79
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 20.74
30621 - Weather Observer, Senior	(see 2) 23.00
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	8.15
31030 - Bus Driver	9.69
31043 - Driver Courier	8.97
31260 - Parking and Lot Attendant	7.25
31290 - Shuttle Bus Driver	9.99
31310 - Taxi Driver	8.21
31361 - Truckdriver, Light	8.97
31362 - Truckdriver, Medium	11.61
31363 - Truckdriver, Heavy	12.48
31364 - Truckdriver, Tractor-Trailer	12.48
99000 - Miscellaneous Occupations	
99030 - Cashier	7.46
99050 - Desk Clerk	9.70
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	16.24
99252 - Laboratory Animal Caretaker II	17.04
99310 - Mortician	22.74
99410 - Pest Controller	13.28
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	10.76
99711 - Recycling Specialist	16.27
99730 - Refuse Collector	10.24
99810 - Sales Clerk	8.95
99820 - School Crossing Guard	15.03
99830 - Survey Party Chief	20.30
99831 - Surveying Aide	11.54
99832 - Surveying Technician	15.00
99840 - Vending Machine Attendant	20.19
99841 - Vending Machine Repairer	23.57
99842 - Vending Machine Repairer Helper	20.19

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a Contractor or successor; and 4 weeks after 3 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A Contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not

overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The Contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all Contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the Contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the Contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the Contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)}

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the Contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the Contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the Contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b) (2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the Contractor.
- 6) The Contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination.

Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

-----NOTHING FOLLOWS-----

CITY OF _____)
) ss.
ISLAND OF GUAM)

1. The name of the offering company or individual is *[state name of company]*

3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. This statement is made pursuant to 2 GAR Division 4 11108(h).

Signature of one of the following:

this _____ day of _____, 201__.

My commission expires _____, _____.

Page 42 of 51

Taken From:

<http://www.hhs.gov/ocr/privacy/hipaa/understanding/coveredentities/contractprov.html>

Business Associate Contracts

SAMPLE BUSINESS ASSOCIATE AGREEMENT PROVISIONS

(Published January 25, 2013)

Introduction

A “business associate” is a person or entity, other than a member of the workforce of a covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to protected health information. A “business associate” also is a subcontractor that creates, receives, maintains, or transmits protected health information on behalf of another business associate. The HIPAA Rules generally require that covered entities and business associates enter into contracts with their business associates to ensure that the business associates will appropriately safeguard protected health information. The business associate contract also serves to clarify and limit, as appropriate, the permissible uses and disclosures of protected health information by the business associate, based on the relationship between the parties and the activities or services being performed by the business associate. A business associate may use or disclose protected health information only as permitted or required by its business associate contract or as required by law. A business associate is directly liable under the HIPAA Rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of protected health information that are not authorized by its contract or required by law. A business associate also is directly liable and subject to civil penalties for failing to safeguard electronic protected health information in accordance with the HIPAA Security Rule.

A written contract between a covered entity and a business associate must: (1) establish the permitted and required uses and disclosures of protected health information by the business associate; (2) provide that the business associate will not use or further disclose the information other than as permitted or required by the contract or as required by law; (3) require the business associate to implement appropriate safeguards to prevent unauthorized use or disclosure of the information, including implementing requirements of the HIPAA Security Rule with regard to electronic protected health information; (4) require the business associate to report to the covered entity any use or disclosure of the information not provided for by its contract, including incidents that constitute breaches of unsecured protected health information; (5) require the business associate to disclose protected health information as specified in its contract to satisfy a covered entity’s obligation with respect to individuals’ requests for copies of their protected health information, as well as make available protected health information for amendments (and incorporate any amendments, if required) and accountings; (6) to the extent the business associate is to carry out a covered entity’s obligation under the Privacy Rule, require the business associate to comply with the requirements applicable to the obligation; (7) require the business associate to make available to HHS its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the business associate on behalf of, the covered entity for purposes of HHS determining the covered entity’s compliance with the HIPAA Privacy Rule; (8) at termination of the contract, if feasible, require the business associate to return or destroy all protected health information received from, or created or received by the business associate on behalf of, the covered entity; (9) require the business associate to ensure that any subcontractors it may engage on its behalf that will have access to protected health information agree to the same restrictions and conditions that apply to the business associate with respect to such information; and (10) authorize termination of the contract by the covered entity if the business associate violates a material term of the contract. Contracts between business associates and business associates that are subcontractors are subject to these same requirements.

This document includes sample business associate agreement provisions to help covered entities and business associates more easily comply with the business associate contract requirements. While these sample provisions

are written for the purposes of the contract between a covered entity and its business associate, the language may be adapted for purposes of the contract between a business associate and subcontractor.

This is only sample language and use of these sample provisions is not required for compliance with the HIPAA Rules. The language may be changed to more accurately reflect business arrangements between a covered entity and business associate or business associate and subcontractor. In addition, these or similar provisions may be incorporated into an agreement for the provision of services between a covered entity and business associate or business associate and subcontractor, or they may be incorporated into a separate business associate agreement. These provisions address only concepts and requirements set forth in the HIPAA Privacy, Security, Breach Notification, and Enforcement Rules, and alone may not be sufficient to result in a binding contract under State law. They do not include many formalities and substantive provisions that may be required or typically included in a valid contract. Reliance on this sample may not be sufficient for compliance with State law, and does not replace consultation with a lawyer or negotiations between the parties to the contract.

Sample Business Associate Agreement Provisions

Words or phrases contained in brackets are intended as either optional language or as instructions to the users of these sample provisions.

Definitions

Catch-all definition:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) **Business Associate.** “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean [Insert Name of Business Associate].

(b) **Covered Entity.** “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean [Insert Name of Covered Entity].

(c) **HIPAA Rules.** “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;

(c) Report to covered entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

[The parties may wish to add additional specificity regarding the breach notification obligations of the business associate, such as a stricter timeframe for the business associate to report a potential breach to the covered entity and/or whether the business associate will handle breach notifications to individuals, the HHS Office for Civil Rights (OCR), and potentially the media, on behalf of the covered entity.]

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;

(e) Make available protected health information in a designated record set to the [Choose either “covered entity” or “individual or the individual’s designee”] as necessary to satisfy covered entity’s obligations under 45 CFR 164.524;

[The parties may wish to add additional specificity regarding how the business associate will respond to a request for access that the business associate receives directly from the individual (such as whether and in what time and manner a business associate is to provide the requested access or whether the business associate will forward the individual’s request to the covered entity to fulfill) and the timeframe for the business associate to provide the information to the covered entity.]

(f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity’s obligations under 45 CFR 164.526;

[The parties may wish to add additional specificity regarding how the business associate will respond to a request for amendment that the business associate receives directly from the individual (such as whether and in what time and manner a business associate is to act on the request for amendment or whether the business associate will forward the individual’s request to the covered entity) and the timeframe for the business associate to incorporate any amendments to the information in the designated record set.]

(g) Maintain and make available the information required to provide an accounting of disclosures to the [Choose either “covered entity” or “individual”] as necessary to satisfy covered entity’s obligations under 45 CFR 164.528;

[The parties may wish to add additional specificity regarding how the business associate will respond to a request for an accounting of disclosures that the business associate receives directly from the individual (such as whether and in what time and manner the business associate is to provide the accounting of disclosures to the individual or whether the business associate will forward the request to the covered entity) and the timeframe for the business associate to provide information to the covered entity.]

(h) To the extent the business associate is to carry out one or more of covered entity’s obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Permitted Uses and Disclosures by Business Associate

(a) Business associate may only use or disclose protected health information

[Option 1 – Provide a specific list of permissible purposes.]

[Option 2 – Reference an underlying service agreement, such as “as necessary to perform the services set forth in Service Agreement.”]

[In addition to other permissible purposes, the parties should specify whether the business associate is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c). The parties also may wish to specify the manner in which the business associate will de-identify the information and the permitted uses and disclosures by the business associate of the de-identified information.]

(b) Business associate may use or disclose protected health information as required by law.

(c) Business associate agrees to make uses and disclosures and requests for protected health information

[Option 1] consistent with covered entity’s minimum necessary policies and procedures.

[Option 2] subject to the following minimum necessary requirements: [Include specific minimum necessary provisions that are consistent with the covered entity’s minimum necessary policies and procedures.]

(d) Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity [if the Agreement permits the business associate to use or disclose protected health information for its own management and administration and legal responsibilities or for data aggregation services as set forth in optional provisions (e), (f), or (g) below, then add “, except for the specific uses and disclosures set forth below.”]

(e) [Optional] Business associate may use protected health information for the proper management and administration of the business associate or to carry out the legal responsibilities of the business associate.

(f) [Optional] Business associate may disclose protected health information for the proper management and administration of business associate or to carry out the legal responsibilities of the business associate, provided the disclosures are required by law, or business associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(g) [Optional] Business associate may provide data aggregation services relating to the health care operations of the covered entity.

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

(a) [Optional] Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect business associate’s use or disclosure of protected health information.

(b) [Optional] Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate’s use or disclosure of protected health information.

(c) [Optional] Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect business associate’s use or disclosure of protected health information.

Permissible Requests by Covered Entity

[Optional] Covered entity shall not request business associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by covered entity. [Include an exception if the business associate will use or disclose protected health information for, and the agreement includes provisions for, data aggregation or management and administration and legal responsibilities of the business associate.]

Term and Termination

(a) Term. The Term of this Agreement shall be effective as of [Insert effective date], and shall terminate on [Insert termination date or event] or on the date covered entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business associate authorizes termination of this Agreement by covered entity, if covered entity determines business associate has violated a material term of the Agreement [and business associate has not cured the breach or ended the violation within the time specified by covered entity]. [Bracketed language may be added if the covered entity wishes to provide the business associate with an opportunity to cure a violation or breach of the contract before termination for cause.]

(c) Obligations of Business Associate Upon Termination.

[Option 1 – if the business associate is to return or destroy all protected health information upon termination of the agreement]

Upon termination of this Agreement for any reason, business associate shall return to covered entity [or, if agreed to by covered entity, destroy] all protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, that the business associate still maintains in any form. Business associate shall retain no copies of the protected health information.

[Option 2—if the agreement authorizes the business associate to use or disclose protected health information for its own management and administration or to carry out its legal responsibilities and the business associate needs to retain protected health information for such purposes after termination of the agreement]

Upon termination of this Agreement for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:

1. Retain only that protected health information which is necessary for business associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to covered entity [or, if agreed to by covered entity, destroy] the remaining protected health information that the business associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as business associate retains the protected health information;
4. Not use or disclose the protected health information retained by business associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at [Insert section number related to paragraphs (e) and (f) above under “Permitted Uses and Disclosures By Business Associate”] which applied prior to termination; and
5. Return to covered entity [or, if agreed to by covered entity, destroy] the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.

[The agreement also could provide that the business associate will transmit the protected health information to another business associate of the covered entity at termination, and/or could add terms regarding a business

associate's obligations to obtain or ensure the destruction of protected health information created, received, or maintained by subcontractors.]

(d) Survival. The obligations of business associate under this Section shall survive the termination of this Agreement.

Miscellaneous [Optional]

(a) [Optional] Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

(b) [Optional] Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

(c) [Optional] Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

GBHWC RFP FORM E

SAMPLE CONTRACT

(To be provided at a later date)

ANNUAL PROGRAM COST: Initial Cost Based Proposal for 3 Years
GBHWC RFP 04-2015

GBHWC RFP FORM F

Classification and Account Codes	Years 1 – 3 FY 16, FY 17, and FY 18 Budget	Justification, Rationale or Comment
Personnel & Benefits Costs (110/111)		
Salaries		
Fica Taxes		
Health & Welfare		
Overtime		
Subtotal (110/111)	\$	(Attach proposed staffing pattern)
Operations		
TRAVEL (220)		
Local Mileage		
Off-Island Travel		
Subtotal (220)	\$	
CONTRACTUAL (230/233/270/271)		
Equipment Maintenance		
Lease Equipment		
Office Space Rental		
Training		
Payroll Service Fees		
Insurance		
Printing		
Audit		
Trash Removal		
Building Maintenance		
Workman's Comp.		
Drug Testing		
Subtotal (230/233/270/271)	\$	
SUPPLIES AND MATERIALS (240)		
Office/Computer Supplies		
Household Supplies		
Food		
Fuel		
Subtotal (240)	\$	
EQUIPMENT (250) (under \$5000.00)		
List Equipment (under \$5000)		(Attach list or quotation)
Subtotal (250)	\$	
MISCELLANEOUS (290)		
List Miscellaneous		
Subtotal (290)	\$	
Utilities (360 – 363)		
Power		
Water/Sewer		
Telephone/Cable/Internet/Fax		
Subtotal (360-363)	\$	
Capital Outlay (450) (over \$5000)		
List Capital Outlay (over \$5000)		(Attach list or quotation)
Subtotal (450)	\$	
TOTALS	\$	
# Employees		

Type of Contract: _____ **Offer Amount:** \$ _____

All parties agreed and acknowledge that the above offer is fair and reasonable.

Submitted by: _____ Date _____

(Offeror)

Accepted by: _____ Date _____

(GBHWC Negotiation Panel Chairperson)

Approved by: _____ Date _____

(GBHWC Director)

ANNUAL PROGRAM COST: Initial Term for 3 Years
GBHWC RFP 04-2015

GBHWC RFP FORM F

Classification and Account Codes	Years 1 – 3 FY 16, FY 17, and FY 18 Budget	Justification, Rationale or Comment
Personnel & Benefits Costs (110/111)		
Salaries		
Fica Taxes		
Health & Welfare		
Overtime		
Subtotal (110/111)	\$	(Attach proposed staffing pattern)
Operations		
TRAVEL (220)		
Local Mileage		
Off-Island Travel		
Subtotal (220)	\$	
CONTRACTUAL (230/233/270/271)		
Equipment Maintenance		
Lease Equipment		
Office Space Rental		
Training		
Payroll Service Fees		
Insurance		
Printing		
Audit		
Trash Removal		
Building Maintenance		
Workman's Comp.		
Drug Testing		
Subtotal (230/233/270/271)	\$	
SUPPLIES AND MATERIALS (240)		
Office/Computer Supplies		
Household Supplies		
Food		
Fuel		
Subtotal (240)	\$	
EQUIPMENT (250) (under \$5000.00)		
List Equipment (under \$5000)		(Attach list or quotation)
Subtotal (250)	\$	
MISCELLANEOUS (290)		
List Miscellaneous		
Subtotal (290)	\$	
Utilities (360 – 363)		
Power		
Water/Sewer		
Telephone/Cable/Internet/Fax		
Subtotal (360-363)	\$	
Capital Outlay (450) (over \$5000)		
List Capital Outlay (over \$5000)		(Attach list or quotation)
Subtotal (450)	\$	
TOTALS		
# Employees		

Type of Contract: _____ **Offer Amount:** \$ _____

All parties agreed and acknowledge that the above offer is fair and reasonable.

Submitted by: _____ Date _____
(Offeror)
Accepted by: _____ Date _____
(GBHWC Negotiation Panel Chairperson)
Approved by: _____ Date _____
(GBHWC Director)