

CONTRACTUAL AGREEMENT
BETWEEN
GUAM BEHAVIORAL HEALTH AND WELLNESS CENTER
AND
GUMA' MAMI, INC.

DEPT 5
RECEIVED
MAR 16 2016
Bureau of Budget and
Management Research

Regarding Providing Twenty-Four (24) Hour Level II Residential and Support Services for Adults with Severe Mental Illness

GBHWC RFP 06-2015

This AGREEMENT is made between GUAM BEHAVIORAL HEALTH AND WELLNESS CENTER, an agency of the government of Guam, (hereinafter called GBHWC), whose office address is 790 Governor Carlos G. Camacho Road, Tamuning, Guam 96913, and GUMA' MAMI, INC. (hereinafter called Service Provider) whose office address is P.O. Box FN, Hagatna, Guam 96932.

WHEREAS, GBHWC was renamed from the Department of Mental Health and Substance Abuse, pursuant to P.L. 32-024 (May 6, 2013) codified at 10 GCA Section 86102 (a); and

WHEREAS, GBHWC adhering to the Amended Permanent Injunction in the United States District of Guam Case No. CV01-00041 CBM; J.C., et al. v. Camacho, et al; and its enabling statute in the Guam Code Annotated Title 10 Chapter 86 §86109.1 to provide a twenty-four (24) hour residential, therapeutic and operational services program serving adults with severe mental illness; and

WHEREAS, GBHWC intends to engage professional services of the Service Provider for the purpose of providing its Residential and Support Services Program; and

WHEREAS, GBHWC has provided adequate public announcement of the need for such service through a Request for Proposal (GBHWC RFP 06-2015) describing the type of services required and specifying the type of information and data required of each offer, and the relative importance of particular qualifications; and

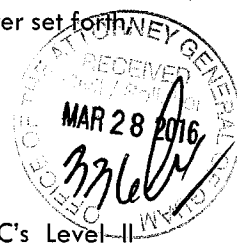
WHEREAS, Service Provider has submitted its proposal and interest in providing such services; and

WHEREAS, the award of this Agreement to Service Provider has been made pursuant to a written finding by GBHWC that Service Provider is qualified based on the evaluation factors set forth in the request for proposal, and that compensation have been determined to be fair and reasonable; and

NOW THEREFORE, GBHWC and Service Provider, in consideration of mutual covenants hereinafter set forth, agree as follows:

SECTION I.
PURPOSE

To provide GBHWC with management and operational professional services for GBHWC's Level-II Residential and Supports Services Program with twenty-four (24) hour supervision of up to five (5) adult eligible GBHWC consumers with severe mental illness, through a qualified independent group home, professional Service Provider. Service Provider shall perform services in accordance with The United States District Court, District of Guam Civil Case No. CV01-00041 and all applicable Federal, Government of Guam, GBHWC laws, rules, regulations, and orders.



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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 RRP 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 five (5) eligible consumers of GBHWC, with serious mental illness. 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, Service Provider 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 24-hour monitoring, in-house support services and transportation for the residents.

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/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 gradually 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

Service Provider will provide professional services for up to five (5) 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 severe mental illness.

Service Provider must ensure appropriate fiscal accountability. In order to be eligible for services, a person must be an adult GBHWC consumer with severe mental illness, 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 Service Provider to move to a less restrictive environment.

1. Housing

Service Provider is to provide five (5) beds in an adequate, safe, stable, and appropriately supervised residential treatment facility for GBHWC adult consumers with severe mental illness.

2. Administrative

- a. Service Provider must be a residential treatment home services provider at the effective date of the contract and must meet all licensing requirements.
- b. Service Provider must implement a 24-hour crisis service.
- c. Service Provider must have cooperative agreements with medical and mental health facilities to provide emergency and ongoing medical/mental health services if needed.
- d. Service Provider 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. Service Provider 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. Service Provider shall meet on a quarterly basis with GBHWC clinical staff 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 Service Provider should be located in Guam.
- h. Service Provider shall coordinate all efforts closely with all GBHWC mental health programs.
- i. Service Provider shall ensure that programs meet all applicable licensing and certification requirements of Guam.

3. Population to be Served

Service Provider will work collaboratively and cooperatively with GBHWC to serve adult consumers with severe mental illness referred by GBHWC clinical team and who meets the following criteria:

Age: Adults 18 years and older; AND

a. General Admission Criteria –

- The consumer demonstrates symptomatology (the study of symptoms or the combined symptoms of a particular disease) 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 of care;
- 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 of care 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 Service Provider) and the GBHWC residential admission team and only in rare and unusual circumstances.

b. Program Specific Criteria –

➤ Level II

- Consumers require a moderately structured environment;
- Consumers require limited personal care and/or regular supervision;
- Consumers require moderate assistance with activities of daily living; and/or
- Consumers have moderate behavioral concerns;
- Consumers may have developmental/emotional challenges

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 (i.e., 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. Service Provider 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 collaborative process between Service Provider 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 provision 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 with 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.

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. When appropriate, other assessments will be provided for occupational therapy, physical therapy, and speech therapy. Service Provider 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 well-being. The focus of crisis intervention is on problems or barriers to recovery that threaten the person's life or functional abilities.
- b. A crisis assistance plan shall be developed within the 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 methods 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-workers, 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 at 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

Service Provider will identify barriers and disadvantages that threaten the exercise of equal rights and equal opportunities of persons with severe mental illness 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. Service Provider will use a systematic approach to ensure the protection of rights, and equal opportunity of this population. Service Provider 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.

Service Provider 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. Service Provider 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 Service Provider provide legal counsel or representation of consumers through this contract.

Service Provider 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 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) Service Provider shall implement and maintain, on an ongoing 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 condition 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, evaluations and individualized plan(s), and progress measured in accordance with recommendations of GBHWC clinical team.
 - v) Any incident reports involving the consumer.
 - vi) 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 clinical team and contract monitor.
4. Service Provider will participate in Electronic Behavioral Health Record used by GBHWC.

E. Required Documentation

1. Service Provider 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. Service Provider 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 Service Provider to submit required reports when due, perform services, or deliver required work will result in the withholding of payments under the contract.
5. Service Provider 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 Service Provider'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 30 days of discharge, signed by the Clinical Manager, the residential social worker, the guardian (if applicable) and/or consumer, and a copy forwarded to the referring GBHWC clinician.

- 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 their guardian, Service Provider and treatment personnel.
- ii) **UNPLANNED** – If a consumer elopes or voluntarily leaves, Service Provider 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** – Service Provider shall have an emergency management plan in place which covers event to include: elopement, criminal behavioral, medical and psychiatric emergencies and natural and man-made 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 Service Provider 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. Service Provider 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. Service Provider shall have adequate staffing and resources to investigate unusual incidents and develop and implement corrective action plans to assist Service Provider in preventing and detection potential fraud and abuse activities.

H. Designated Point of Contact

Service Provider 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.

SECTION III. CONTRACT TERM

III.1. Effective Date.

This Agreement shall be effective upon the date of the signature of the Governor of Guam. GBHWC is not responsible for any services prior to that date, and Service Provider warrants that no services will be performed under this Agreement prior to the effective date.

III.2. Initial Term.

The term of this Agreement shall be from the effective date and shall end September 30, 2018, subject to the appropriation, allocation and availability of funds per each Fiscal Year.

III.3. Special Monthly Extension Periods.

At the option of GBHWC and as agreed to by Service Provider, this Agreement may be extended after the Initial Term on a month-to-month basis (each being a "Monthly Extension Period"), to begin immediately after the expiration of the Term, 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 if GBHWC is unable to continue the services uninterrupted under a new contract after a new solicitation and procurement undertaken by GBHWC. Any Special Monthly Extension Period are subject to wage and benefit compliance and the appropriation, the allocation and availability of funds from fiscal year to fiscal year and GBHWC's determination of its best interest.

III.4. Multiple Certification of Funds.

There may be multiple certifications of funds by GBHWC during any term of this agreement.

SECTION IV.

SERVICE PROVIDER'S COMPENSATION FOR SERVICES

IV.1. Annual and Monthly Compensation.

Subject to the appropriation, allocation, and availability of funds GBHWC will compensate Service Provider for services performed pursuant to Section II Scope of Work, and the agreed staffing pattern and cost and pricing, labeled as "Attachment A" attached hereto and incorporated herein as if fully rewritten, for the full term of the Agreement, in the total annual not to exceed amount of Five Hundred Sixty-One Thousand Four Hundred Sixty-Five Dollars (\$561,465.00) and a monthly, not to exceed amount of Forty-Six Thousand Seven Hundred Eighty-Eight Dollars and Seventy-Five Cents (\$46,788.75) on a pro rata basis.

IV.2. Invoicing and Payments.

All compensation is subject to the appropriation, allocation and availability of funds, upon completion of the services and receipt of any deliverables and a monthly invoice in the form agreed to by the parties. Payment shall be based upon actual costs, as defined in 2 GAR Division 4 § 7101(1), submitted less disallowed costs and penalties, as applicable. Compensation based upon the aggregate of actual cost submitted may be less than the agreed upon compensation, but in no event shall it exceed the agreed upon compensation. The invoice should reflect only those service fees incurred for the current billing period. Each invoice should also include the total amount billed from the inception of the current year contract. All invoices are subject to review and approval by GBHWC. The acceptance and payment of any invoice will not be deemed a waiver of any of GBHWC's rights under this Agreement.

IV.3. Final Payment.

GBHWC shall make final payment delivery and acceptance of all services mentioned herein specified and performed. Prior to final payment and as a condition precedent thereto, Service Provider shall execute and deliver to GBHWC a release, in a form provided by GBHWC, of claims against GBHWC and the government of Guam arising under and by virtue of this Agreement. Additionally, prior to final payment and as condition precedent thereto, Service Provider shall ensure a smooth program transition; and shall immediately provide

GBHWC with all program related information, files, major equipment, service contributions/program income (contributions, donations, and gifts) remaining balances and all other operational and administrative and service documents and/or items.

IV.4. Allowable Costs – Cost Reimbursement

Service Provider agrees to comply with the following standards of financial management:

a. Financial Records.

Service Provider shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.

b. Accounting Records.

Service Provider shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the contract, authorizations, obligations, unobligated balances, assets, outlays, and income.

c. Internal Control.

Service Provider shall maintain effective control over and accountability for all funds and assets. Service Provider shall keep effective internal controls to ensure that all GBHWC funds received are separately and properly allocated to the activities described in this Agreement. Service Provider shall adequately safeguard all such property and shall ensure that it is used solely for authorized purposes.

d. Source Documentation.

Service Provider shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract and sub-grant contract documents, and so forth. All costs invoiced by contract in this contract must be reasonable, lawful, allocable, and accounted for in accordance with generally accepted accounting principles set forth in 2 GAR Division 4 § 7101 or in any federal assistance instrument applicable to this Agreement.

e. Reimbursable Cost Principles.

Service Provider shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract and sub-grant and/or contract documents and so forth.

f. Allowable Cost.

Total allowable cost of this Agreement is the sum of allowable direct costs actually incurred in the performance of this Agreement in accordance with the terms of the contract, plus the properly allowable indirect costs, less any applicable credits. Costs shall be allowed to the extent they are: reasonable as defined in 2 GAR Division 4 § 7101(d); and allocable, as defined in 2 GAR Division 4 § 7101(e) and lawful under any applicable law; and not unallowable under 2 GAR Division 4 § 7101(f). In the case of costs invoiced for reimbursement, they must be actually incurred or accrued and accounted for in accordance with generally accepted accounting principles.

g. Applicable Credits.

Applicable credits are receipts or price reductions which reduce expenditures allocable to contracts as direct or indirect costs, as defined in 2 GAR Division 4 § 7101(h). In the event Service Provider receives discounts, rebates and or other applicable credits accruing to or received by Service Provider or any subcontractor under the contract, to the extent those credits are allocable to the allowable portion of the cost billed to GBHWC, allowable costs will be paid to the Contactor, net of all discounts, rebates and other such applicable credits. Service Provider must separately identify for each cost submitted for payment to GBHWC the amount of cost that is allowable; must identify all unallowable costs; or Service Provider must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification.

Service Provider must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to GBHWC for payment and individually identify the amount as a discount, rebate or in case of other applicable credits, the nature of the credit. GBHWC may permit Service Provider to report this information on a less frequent basis than monthly, but no less frequently than annually. Service Provider must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract.

SECTION V.

THE GOVERNMENT IS NOT LIABLE

V.1. GBHWC assumes no liability for any accident or injury that may occur to Service Provider, his or her agents, dependents, or personal property while in route to or from worksite or during any travel mandated by the terms of this Agreement.

V.2. GBHWC shall not be liable to Service Provider for any work performed by Service Provider prior to the approval of this Agreement by the Governor of Guam and Service Provider hereby expressly waives any and all claims for services performed in expectation of this Agreement prior to its approval by the Governor of Guam.

SECTION VI.

SPECIAL REPORTING REQUIREMENT FOR NON-PROFIT ORGANIZATIONS

VI.1. In the event that Service Provider is a non-profit organization, Service Provider shall comply with the reporting requirements set forth in P.L. 33-66 Chapter XIII § 6 and this clause. In the event one of Service Provider's subcontractors is a non-profit organization, the provisions of this clause shall also be deemed to apply to Service Provider's subcontractor, and Service Provider is obligated to submit its non-profit subcontractor's information in the same manner and time periods.

VI.2. Service Provider shall maintain accurate financial records of all monies paid to it under this Agreement. Service Provider shall provide to GBHWC a budgetary breakdown by object category as to all services under this Agreement. An initial proposed budgetary breakdown is part of the request for proposal, and the agreed cost proposal, budget, staffing request and are incorporated into the scope of services of this Agreement as part of Attachment A.

VI.3. Service Provider shall provide to GBHWC 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.

VI.4. Service Provider must provide prior written notification to GBHWC of all procurement of equipment and services of Five Thousand Dollars (\$5,000.00) or more as to its services related to this Agreement, or with regard to items to be invoices as part of the contract.

VI.5. Service Provider shall provide access to duly authorized representative of GBHWC, 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. Service Provider shall upon written request by GBHWC, the Guam Public Auditor or their authorized representatives provide source documentation, including but not limited to copies of checks or receipts, employee pay statement, inventory receipt, attendance records, utility bills.

VI.6. Service Provider is subject to the Single Audit Rules shall provide annually to GBHWC copies of its Audit Reports for all time periods covered as part of this Agreement.

VI.7. Service Provider shall provide certified detailed inventory listing of each Fiscal Year's purchases under the contract to GBHWC as well as a Fiscal Year-end report of all expenditures of funds under the contract no later than November 15, the initial year, and November 15, of each subsequent year.

VI.8. In the event Service Provider fails to timely provide any reports or items set forth in this section to GBHWC after prior written reasonable notice by GBHWC to Service Provider and Service Provider's failure to cure the contract default, GBHWC 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 Service Provider.

SECTION VII.

GBHWC AGREES TO THE FOLLOWING

VII.1. Maintain oversight of Service Provider's performance in administering GBHWC Residential and Support Services Program.

VII.2. Use of selected equipment as negotiated during contract period with Service Provider when providing direct therapeutic intervention and/or activities to consumers.

SECTION VIII.

RESPONSIBILITY OF SERVICE PROVIDER

VIII.1. Service Provider shall be responsible for the professional and technical accuracy of all work and materials furnished under this Agreement. Service Provider shall, without additional cost to GBHWC, re-do services, correct or revise all errors or deficiencies in its services, work and material identified during the term of the contract, and any applicable warranty period.

VIII.2. Service Provider shall devote its best efforts to the duties and responsibilities under this Agreement in accordance with the laws, rules, regulations and policies of the government of Guam.

VIII.3. GBHWC's review, approval, acceptance of, and payment of fees for services required under this Agreement, shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of Service Provider's failure of performance, except as provided herein, and Service Provider shall be, and

remain liable, to GBHWC for all direct costs which may be incurred by GBHWC as result of Service Provider's negligent performance of any of the services or work which are performed under this Agreement.

SECTION IX.

ACCESS TO RECORDS AND OTHER REVIEW:

IX.1. Service Provider, including its subcontractors, if any, shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under the contract, for inspection by GBHWC, the Public Auditor, and any applicable Federal Granting Agency, Inspector General or its delegate. Each subcontract by Service Provider pursuant to this Agreement shall include a provision containing the conditions of this Section.

IX.2. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the three (3) year period, the records must be kept until all issues are resolved, or until the end of the regular three (3) year period, whichever is later.

IX.3. Records for non-expendable property acquired in whole or in part, with funds from this contract funds must be retained for three (3) years after its final disposition.

IX.4. Service Provider shall provide access to any project site(s) to GBHWC, Guam Public Auditor and in the event there are federal funds, the federal granting agency or its designated Inspector General or their authorized representative. 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.

SECTION X.

OWNERSHIP OF DOCUMENTS

All briefs, memoranda and incidental work or materials furnished hereunder shall be and remain the property of GBHWC including all publication rights and copyright interests, and may be used by GBHWC without any additional cost to GBHWC.

SECTION XI.

INDEMNITY

Service Provider agrees to save and hold harmless GBHWC, its officers, agents, representatives, successors and assigns, and other governmental agencies from any and all actions, proceedings, claims, demands, costs, damage, attorney fees and all other liabilities and expense of any kind or any source which may arise out of the performance of this Agreement, caused by the negligent act or failure of Service Provider, its officers, employees, servants, or agents, or if caused by the actions of any client of Service Provider resulting in injury or damage to persons or property during the time when Service Provider or any of their officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by Service Provider or any officer, agent, employee, servant or subcontractor under this Agreement is brought against Service Provider, Service Provider shall as soon as practicable but no later than two (2) days after it receives notice thereof, notify the Director of GBHWC by certified mail.

SECTION XII. CHANGES

GBHWC may at any time, by written order make any change in the services to be performed hereunder. If such changes cause an increase or decrease in the costs of doing the work under this Agreement, or in the time required for this performance, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly.

SECTION XIII. INSURANCE

Service Provider shall procure and maintain in effect Workers Compensation, Commercial General Liability, and Comprehensive General Liability Insurance coverage for the operation of the services set forth in this Agreement. Service Provider shall provide certificates of such insurance to GBHWC when required and shall immediately report in writing to GBHWC any insurance claims filed.

XIII.1. Workers Compensation Insurance that covers all employees of Service Provider working in any capacity in Service Provider's services under this Agreement, in the amount as required by Guam law.

XIII.2. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than one million dollars (\$1,000,000.00) per occurrence and/or combined single-limit bodily injury and property damage. Service Provider shall ensure the insurance is issued by a company authorized to do business on Guam with minimum limits of not less than one million dollars (\$1,000,000.00) for bodily injuries or death per occurrence, and not less than three hundred thousand (\$300,000.00) for damages to property. Such policy shall insure GBHWC and its respective agents and employees with respect to liability as a result of the operation of the services set forth in this Agreement.

XIII.3. Professional Liability Insurance in a form acceptable to GBHWC and with a limit of liability of not less than one million dollars (\$1,000,000.00).

SECTION XIV. TERMINATION

XIV.1. Termination for Defaults

a. Default.

If Service Provider refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this Agreement, GBHWC may notify Service Provider in writing of the delay or non-performance and if not cured in ten days or any longer time specified in writing by GBHWC, GBHWC may terminate Service Provider's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, GBHWC may procure similar professional services in a manner and upon terms deemed appropriate by GBHWC. Service Provider shall continue performance of the Agreement to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar professional services, goods or services.

b. Service Provider's Duties.

Notwithstanding termination of the Agreement and subject to any directions from GBHWC, Service Provider shall take timely, reasonable, and necessary action to protect and preserve property in possession of Service Provider in which GBHWC has an interest.

c. Compensation.

Payment for completed professional services delivered and accepted by GBHWC shall be per Section IV Compensation for Service Provider's services. GBHWC may withhold from amounts due Service Provider such sums as GBHWC deems to be necessary to protect GBHWC against loss because of outstanding liens or claims of former lien holders and to reimburse GBHWC for the excess costs incurred in procuring similar professional services. Service Provider may pursue its rights under Section XVI Mandatory Disputes clause of this Agreement, and the Guam Procurement Laws and Regulations if it disagrees with GBHWC's decision with regard to compensation.

d. Erroneous Termination for Default.

If, after notice of termination of Service Provider's right to proceed under the provisions of this clause, it is determined for any reason that Service Provider was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Section XXII Force Majeure of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to such clause.

e. Additional Rights and Remedies.

The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

f. Non-Profit Organization Special Reporting Requirements.

Service Provider, if a non-profit organization, is subject to Section VI Special Reporting Requirements of Non-Profit Organizations (P.L. 33-66 Chapter XIII § 6) or current fiscal year related mandate; and if the Service Provider fails to timely provide any reports or items set forth in Section VI Special Reporting Requirements for Non Profit Organizations of this Agreement; then GBHWC pursuant to that section may after prior written reasonable notice to Service Provider and Service Provider's failure to cure the contract default, GBHWC in addition to other contractual rights and remedies under this Agreement, may withhold payment of Ten Percent (10%) of any amounts that are invoiced under this Agreement by Service Provider.

XIV.2. Termination for Convenience

a. Termination.

The Director of GBHWC may, when the interest of GBHWC so requires, terminate this Agreement in whole or in part, for the convenience of GBHWC. The Director of GBHWC shall give thirty (30) days prior written notice of the termination to Service Provider specifying the part of the contract terminated and when termination becomes effective.

b. Service Provider's Obligations.

Service Provider shall incur no further obligations in connection with the terminated professional services and on the date set in the notice of termination, Service Provider will stop work to the extent specified. Service Provider shall also terminate outstanding orders and subcontracts as they relate to the terminated professional services. Service Provider shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated professional services. Service Provider must still complete the professional services not terminated by the notice of termination and may incur obligations as are necessary to do so.

In the event there are any deliverables and/or reports due per this Agreement, Service Provider and GBHWC shall meet and set up the delivery dates for those items not set forth in the written notice of termination.

c. Compensation.

Service Provider shall invoice GBHWC in keeping with Section IV Compensation for Service Provider's Services for professional services performed up to the date of termination.

XIV.3. Program Transition

In the event of the termination under this Section XIV. Termination, Service Provider shall take all steps necessary to ensure a smooth and professional transition of the program to prevent any interruption of the services to the clients and to preserve the integrity of the program. Service Provider shall immediately prepare to relinquish all program related information, files, major equipment items, service contributions, and program income (contributions, donations, and gifts) remaining balances and all other operational and administrative and service documents and/or items to GBHWC.

SECTION XV.
PRODUCT OF SERVICE-COPYRIGHT

All materials developed or acquired by Service Provider under this Agreement shall become the property of the GBHWC and shall be delivered to GBHWC no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by Service Provider under this Agreement shall be subject of an application for copyright or other claim of ownership by or on behalf of Service Provider.

SECTION XVI.
MANDATORY DISPUTE RESOLUTION CLAUSE

In the event of a conflict between this "Mandatory Disputes Resolution Clause" and any other terms in this Agreement, it is the intent of GBHWC and Service Provider that the terms of this clause are to be given precedence.

XVI.1. Disputes - Contractual Controversies

GBHWC and Service Provider agree to attempt resolution of all controversies which arise under, or are by virtue of, this Agreement through mutual agreement. If the controversy is not resolved by mutual agreement, then Service Provider shall request the Director of GBHWC or designee, in writing to issue a final decision within sixty days after receipt of the written request in keeping with 5 GCA § 5427(c). The Director of GBHWC or designee shall immediately furnish a copy of the decision to Service Provider, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.

XVI.2. Absence of a Written Decision within Sixty Days

If the Director of GBHWC or designee does not issue a written decision within sixty (60) days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then Service Provider may proceed as though the Director of GBHWC or designee had issued a decision adverse to Service Provider.

XVI.3. Appeals to the Office of Public Accountability

The Director of GBHWC or designee's decision shall be final and conclusive, unless fraudulent or unless Service Provider appeals the decision administratively to the Public Auditor in accordance with 5 GCA § 5706.

XVI.4. Disputes – Money Owed to or by the Government of Guam

This subsection applies to appeals of GBHWC's decision on a dispute. For money owed by or to the government under this Agreement, Service Provider shall appeal the decision in accordance with the "Government Claims Act", 5 GCA § 6101 et. seq., by initially filing a claim with the Office of the Attorney General no later than eighteen months after the decision is rendered by the government of Guam or from the date when a decision should have been rendered. For all other claims by or against GBHWC under this Agreement, the Office of the Public Auditor has jurisdiction over the appeal from the decision of GBHWC. Appeals to the Office of the Public Auditor must be made within sixty (60) days of GBHWC's decision or from the date the decision should have been made.

XVI.5. Exhaustion of Administrative Remedies

Service Provider shall exhaust all administrative remedies before filing an action in the Superior Court of Guam in accordance with applicable laws.

XVI.6. Performance of Contract Pending Final Resolution by the Court

Service Provider shall comply with GBHWC's decision and proceed diligently with performance of this Agreement pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, this Agreement, except where Service Provider claims a material breach of this contract by GBHWC. However, if the Director of GBHWC determines in writing that continuation of services under this Agreement is essential to the public's health or safety, then Service Provider shall proceed diligently with performance of this Agreement notwithstanding any claim of material breach by GBHWC.

SECTION XVII.

MANDATORY REPRESENTATIONS BY SERVICE PROVIDER

XVII.1. Ethical Standards

With respect to this procurement and any other contract that Service Provider may have, or wish to enter into, with GBHWC, Service Provider represents that it has not knowingly influenced, and promises that it will not knowingly influence, any government employee to breach any of the ethical standards set forth in the Guam Procurement Law and in any of the Guam Procurement Regulations.

XVII.2. Prohibition Against Gratuities and Kickbacks

With respect to this procurement and any other contract that Service Provider may have or wish to enter into with GBHWC, Service Provider represents that he/she/it has not violated, is not violating, and promises that he/she/it will not violate the prohibition against gratuities and kickbacks set forth in the Guam Procurement Regulations.

XVII.3. Prohibition Against Contingent Fees

Service Provider represents that he has not retained any person or agency upon an agreement or understanding for a percentage, commission, brokerage, or other contingent arrangement, except for retention of bona fide employees or bona fide established commercial selling agencies, to solicit or secure this contract or any other contract with the government of Guam.

XVII.4. Prohibition of Employment of Sex Offenders

Pursuant to 5 G.C.A. § 5253, no person convicted of a sex offense under the provisions of 9 GCA Chapter 25, or an offense as defined in GCA Chapter 28 Article 28, on Guam, or an offense in any jurisdiction which includes, at a minimum, all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed

by a business contracted to perform services for an agency or instrumentality of the government of Guam, shall work for his employer on the property of the government of Guam other than a public highway.

Service Provider warrants (1) that no person providing services on behalf of Service Provider has been convicted of a sex offense as set forth in the preceding subsection; and (2) that if any person providing services on behalf of Service Provider is convicted of a sex offense under the provisions of 9 GCA Chapter 25 or 9 GCA Chapter 28 Article 2, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.

For the purposes of this "Prohibition of Employment of Sex Offenders Clause" in the event Service Provider is providing services that involve direct contact with GBHWC consumers, customers or potential eligible receivers of GBHWC community behavioral health wellness services, all locations where there is contact with those individuals are considered for purposes of this clause in this contract "property of the government of Guam".

XVII.5. Wage and Benefit Compliance – Service Providers Providing Services

Service Provider shall comply with 5 GCA § 5801 et. seq., and with regard to all persons it employs whose purpose in whole or in part is the direct delivery of services contracted for with GBHWC in this procurement, shall pay such employees in accordance with the Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct deliverance of deliverables to the government of Guam. Service Provider shall be responsible for flowing down this obligation to its subcontractors.

The Wage Determination most recently issued by the U.S. Department of Labor at the time this Agreement is awarded to Service Provider shall be used to determine wages and benefits which shall be paid to employees pursuant to this clause.

The Wage Determination promulgated by the U.S Department of Labor on a date most recent to the renewal date shall apply to any renewal terms of this Agreement.

Service Provider agrees that in addition to the Wage Determination detailed above, health and similar benefits for employees having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor shall apply. Service Provider shall pay a minimum of ten (10) paid holidays per annum per employee.

Service Provider shall flow the Wage and Benefit Compliance clauses above through to any of its subcontractor under this Agreement.

Service Provider agrees that any violation of Service Provider's obligations or its subcontractors obligations as set forth in this Section "Wage and Benefit Compliance Service Providers Providing Service's Clause" shall be investigated by the Guam Department of Labor and may include a monetary penalty assessment by the Guam Department of Labor of no less than One Hundred Dollars (\$100.00) per day, and no more than One Thousand Dollars (\$1,000.00) per day, until such time as a violation has been corrected, as well as the payment of all back wages and benefits due.

In addition to any and all other breach of contract actions, GBHWC may have under this procurement, in the event there is a violation in the process set forth in the preceding subsection, Service Provider may be placed on probationary status by the Director of GBHWC, for a period of one (1) year. During the probationary status, Service Provider shall not be awarded any contract by any instrumentality of the government of Guam. Service Provider if it is placed on probationary status, or has been assessed a monetary penalty pursuant to this "Wage and Benefit

Compliance Service Providers Providing Services Clause” may appeal such penalty or probationary status to the Superior Court of Guam as set forth in 5 GCA § 5804.

Service Provider’s Declaration of Compliance with Wage Determination with the attached most recent Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor is applicable to this contract.

Service Provider agrees to provide upon written request by GBHWC written certification of its compliance with its obligations under this “Wage and Benefit Compliance Service Providers Providing Services Clause” as part of each invoice, along with the names of any employees, their positions, and detailed wage and benefits paid in keeping with this section. Additionally, upon request by GBHWC, Service Provider shall submit source documents as to those individuals that provide direct services in part or whole under this Agreement and its payments to them of such wages and benefits.

XVII.6. Health Insurance Portability and Accountability Act (HIPAA)

Service Provider shall comply with the Health Insurance Portability and Accountability Act (HIPAA of 1996, P.L. 104-191 and the Federal “Standards for Privacy of Individually identifiable “Health Information” promulgated under 45 CFR Part 160 and Part 164, Subparts A and E.

XVII.7. Client Confidentiality

Service Provider shall ensure information obtained directly or directly from a recipient client under this Agreement shall be kept confidential and not released in a form that identifies the person without informed consent of the person, or of his or her legal representative, unless the disclosure is required by court order or for program monitoring by authorized Federal, or Guam monitoring agencies. (Ref. 45 CFR 1321.51 and 42 CFR Part II). Privacy Rule Standards for Privacy of Individually Identifiable Health Information, Ref. 45 CFR Part 160 and Part 164, Subparts A and E.

XVII.8. Confidentiality

Any information provided to or developed by Service Provider in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by Service Provider without the prior written approval of GBHWC.

XVII.9. Technology Access for Blind or Visually Impaired

Service Provider acknowledges that no government funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired.

XVII.10. Equal Opportunity Compliance

Service Provider agrees to abide by all federal and Guam laws and rules and regulations, and Executive Orders of the Governor of Guam, pertaining to equal employment opportunity. In accordance with such laws of Guam, Service Provider assures that no person shall on the grounds of race, religion, color, national origin, ancestry, sexual orientation or gender identity be excluded from employment with or participation in, be denied benefit of, or otherwise be subjected to discrimination under any program or activity under this Agreement. If Service Provider is found not to be in compliance with these requirements during the life of this Agreement, Service Provider agrees to take appropriate steps to correct these deficiencies.

XVII.11. Records Discrimination Against Status Offenders Prohibited

Service Provider acknowledges that no private entity that receives government of Guam funding, either local or federal funds, for any of its programs may, solely on the basis of conviction of a status offense, discriminate against any person who would otherwise be eligible. P.L. 30-168 (effective 7/16/10) codified at § 20120 of Article 1, Chapter 20 of Title 19, Guam Code Annotated.

XVII.12. Restricting the Use of Mobile Phones While Driving a Vehicle, and Providing for the Public Education Requirements Regarding Such Restrictions

Service Provider shall ensure compliance with relative to the restrictions on the use of mobile phones while driving. P.L. 31-194.

XVII.13. Drug and Smoke-Free Workplace

Service Provider shall ensure compliance with Federal and local drug and smoke-free workplace laws and requirements. [Federal Drug-Free Workplace Act of 1988, the Governor's Circular No. 89-26 (Governor's Policy Statement Establishing a Drug-Free Workplace) and Clean Indoor Air Act of 1992, P.L. 21-139, Title 10 GCA, Chapter 90].

XVII.14. Social Security Number Confidentiality Act

Service Provider shall ensure compliance relative to preventing the inappropriate disclosure and misappropriation of social security numbers. P.L. 28-95, Article 7, Chapter 32, Title 5, Guam Code Annotated.

XVII.15. Employment of Individuals with Severe Disabilities; P.L. 26-109 Section 2, §41210(b), Article 2, Chapter 41, Division 5, Title 17 of the Guam Code Annotated

Service Provider shall comply with the provision of this mandate with emphasis on the employment of two percent (2%) of its workforce with severe disabilities in coordination with the Division of Vocational Rehabilitation Administrator, Department of Integrated Services for Individuals with a Disability (DISID) for placement. In the event Service Provider is unable to employ due to the lack of individuals with disabilities who are able to work, Service Provider shall utilize funds for the purchase of supplies produced by non-profit organizations employing individuals with disabilities. Efforts to comply with this specification shall be documented by Service Provider and is subject to review and inspection by GBHWC.

SECTION XVIII.
ASSIGNMENT, SUCCESSORS AND ASSIGNS

Neither party may assign or otherwise transfer this Agreement or any of the rights that it grants without the prior written consent of the party. Any purported assignment in violation of the preceding sentence will be void and of no effect. This Agreement will be binding upon the parties' respective successors and permitted assigns.

SECTION XIX.
SUBCONTRACTING

Service Provider shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of GBHWC.

SECTION XX.
STATUS OF SERVICE PROVIDER

Service Provider and its agents and employees are Independent Service Providers performing professional services for GBHWC and are not employees of GBHWC. Service Provider and its agents and employees shall not accrue leave, retirement, insurance, bonding use of GBHWC vehicles, or any other benefit afforded to employees of GBHWC as a result of this Agreement. Service Provider acknowledges that all sums received hereunder are reportable by Service Provider for tax purposes, including without limitation, self-employment and business income tax. Service Provider agrees not to purport to bind GBHWC unless Service Provider has express written authority to do so, and then only within the strict limits of that authority.

SECTION XXI.
GENERAL COMPLIANCE WITH LAWS

The professional services, deliverables and materials under this Agreement shall comply with all applicable federal and Guam laws and regulations. Service Provider shall maintain all licenses and permits during all times pertinent to this contract. Service Provider is responsible for payment of all taxes under this Agreement. In the event this Agreement sets forth key personnel positions of stated experiences and training, Service Provider agrees to maintain those individuals and or positions at all times pertinent to the contract.

SECTION XXII.
FORCE MAJEURE

Service Provider and/or GBHWC (other than its payment obligation) shall be excused from performance under this Agreement for any period that Service Provider or GBHWC is prevented from performing any services in whole or in part as a result of acts of God, typhoons, earthquakes, floods, epidemics, fire, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or any other event, matter or thing, wherever occurring, which shall not be within the reasonable control of the party invoking the section (each of the foregoing deemed a "Force Majeure"), provided that Service Provider or GBHWC have prudently and promptly acted to take any and all reasonably necessary preventive and/or corrective steps that are within Service Provider's or GBHWC's control to ensure that Service Provider or GBHWC can promptly perform. Such non-performance (collectively, a Force Majeure Event) shall not be deemed a breach of the Agreement. This clause shall not relieve Service Provider of responsibility for developing and implementing all prudent contingency and disaster recovery measures. Subcontractor interruptions shall not be considered a Force Majeure Event unless agreed upon by both parties. The party delayed by a Force Majeure Event shall immediately notify the other party by telephone (to be confirmed in writing, via hand delivery return receipt, within FIVE (5) days of the inception of such delay) of the occurrence of a Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event, all preventive and corrective steps taken, how it affects performance, and the anticipated duration of the inability to perform, and shall resume performance of its obligations as soon as possible after the Force Majeure condition no longer exists. The parties shall meet to discuss and determine a revised timetable for completion of any services delayed by a Force Majeure Event under this Agreement.

SECTION XXIII.
SEVERABILITY

The provisions of this Agreement will be deemed severable, and the unenforceability of any one or more provisions will not affect the enforceability of any other provisions. In addition, if any provision of this Agreement is

declared unenforceable, the parties will substitute an enforceable provision that to the maximum extent possible in accordance with applicable law, preserves the original intentions and economic positions of the parties.

SECTION XXIV.
ENFORCEMENT OF AGREEMENT

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of that party's rights under this Agreement shall be effective to waive any other rights.

SECTION XXV.
NO WAIVER

No failure or delay by either party in exercising any right, power or remedy will operate as a waiver of such right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving party. If either party waives any right, power or remedy, such waiver will not waive any successive or other right, power or remedy the party may have under this contract.

SECTION XXVI.
APPLICABLE LAW

The laws of Guam shall govern this Agreement, without giving effect to its choice of laws provisions. Venue shall be proper only in a Guam court of competent jurisdiction. By execution of this Agreement, Service Provider acknowledges and agrees to the jurisdiction of the courts of Guam over any and all lawsuits arising under or out of any term of this Agreement.

SECTION XXVII.
AMENDMENT

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties.

SECTION XXVIII.
MERGER

This Agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written agreement. No prior agreement or understanding, oral or otherwise, of the parties, or their agents shall be valid or enforceable unless embodied in this Agreement.

SECTION XXIX.
INCORPORATION AND ORDER OF PRECEDENCE

The Request for Proposal GBHWC No. 06-2015 and Service Provider's proposal are incorporated by reference into this Agreement and are made part of this Agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then
2. This Agreement itself; then
3. The Request for Proposal; then
4. Service Provider's Best and Final Offer(s), in reverse chronological order; then
5. Service Provider's proposal.

SECTION XXX.

PATENT, COPYRIGHT, TRADEMARK AND TRADE SECRET INDEMNIFICATION

XXX.1. Service Provider shall defend at its own expense, the government of Guam and its agencies against any claim that any product or service provided under this Agreement infringes any patent, copyright or trademark in the United States or Guam, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against a procuring agency based upon Service Provider's trade secret infringement relating to any product or service provide under this Agreement, Service Provider agrees to reimburse the government of Guam for all costs, attorneys' fees and the amount of the judgment.

To qualify for such a defense and/or payment, the government of Guam shall:

- a. Give Service Provider prompt written notice of any claim;
- b. Allow Service Provider to control the defense or the settlement of the claim; and
- c. Cooperate with Service Provider in a reasonable way to facilitate the defense or settlement of the claim.

XXX.2. If any product or service becomes, or in Service Provider's opinion is likely to become the subject of a claim of infringement, Service Provider shall at its option and expense:

- a. Provide a procuring agency the right to continue to using the product or service;
- b. Replace or modify the product or service so that it becomes non-infringing; or
- c. Accept the return of the product or service, less the unpaid portion of the purchase price any other amounts due Service Provider. Service Provider's obligations will be void as to any product or service modified by the procuring agency to the extent such modification is the cause of the claim.

SECTION XXXI.

APPROVAL OF SERVICE PROVIDER PERSONNEL

Personnel proposed in Service Provider's written proposal to GBHWC are considered material to any services or work performed under this Agreement. No changes in personnel will be made by Service Provider without the prior written consent of GBHWC. Replacement of any of Service Provider's personnel, if approved will be with equal ability, experience and qualifications. Service Provider will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project or program immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. GBHWC shall retain the right to request the removal of any of Service Provider's personnel at any time. A penalty of ten percent (10%) of the monthly invoice amount will be imposed for every month the Service Provider does not have the staff.

SECTION XXXII.

SURVIVAL

The sections titled Indemnification and Patent, Copyright, Trademark and Trade Secret Indemnification shall survive the expiration of this Agreement. Software licenses, leases, maintenance and other unexpired agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the dates indicated by their respective names.

SERVICE PROVIDER:

[Signature]
Rudy D. Marte, President
Guma Mami, Inc.
Date: 3/17/16

GOVERNMENT OF GUAM:

[Signature]
Rey M. Vega, Director
Guam Behavioral Health and Wellness Center
Date: 3/16/2016

CERTIFIED FUNDS AVAILABLE:

#03201616355

[Signature]
Benny A. Pingula, Certifying Officer
Date: 3-29-16
Account No.: 5602A162300GA215230
Amount No.: \$280,732.50
Vendor No.: G4226001
Period Covering: 04/01/2016 – 9/30/2016

APPROVED:

[Signature]
CLEARED PER
EBMR'S REVIEW
[Signature]
Jose S. Calvo, Director
Bureau of Budget, Management Research
Date: MAR 28 2016

APPROVED AS TO LEGALITY AND FORM:

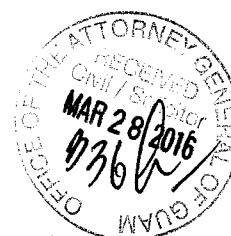
[Signature]
Elizabeth Barrett-Anderson,
Attorney General of Guam
Date: 3/30/16
GBHWC 15-0446

RECEIVED
MAR 28 2016
Bureau of Budget and
Management Research

APPROVED:

[Signature]
Eddie Baza Calvo
Governor of Guam
Date: APR 01 2016

DEPARTMENT OF ADMINISTRATION DIVISION OF ACCOUNTS	
Registration Date	<u>04/01/2016</u>
Registered No.	<u>C160610690</u>
VENDOR No.	<u>G4226001</u>
Registered By	<u>[Signature]</u> <u>04/05/2016</u>



ATTACHMENT A

GBHWC and Guma' Mami, Inc.

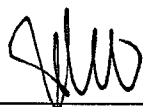
GBHWC RFP 06-2015

Subject to the appropriation, allocation, and availability of funds GBHWC will compensate Service Provider for services performed pursuant to Section II Scope of Work, and the agreed staffing pattern and cost and pricing labeled as A2 through A8 attached hereto, for the full term of the contract, in the total annual not to exceed amount of Five Hundred Sixty-One Thousand Four Hundred Sixty-Five Dollars (\$561,465.00) and the monthly not to exceed amount of Forty-Six Thousand Seven Hundred Eighty-Eight Dollars and Seventy-Five Cents (\$46,788.75) per fiscal year.

The amount certified for the remaining initial Fiscal Year may be a pro-rata basis and is estimated to be in the amount of Two Hundred Eighty Thousand Seven Hundred Thirty-Two Dollars and Fifty Cents (\$280,732.50) for six (6) monthly payments of Forty-Six Thousand Seven Hundred Eighty-Eight Dollars and Seventy-Five Cents (\$46,788.75).

The Annual Program Cost and Staffing will remain the same as set forth for fiscal years 2016, 2017, and 2018 and any one month extension under this agreement.

AGREED TO BY:



Rudy D. Iriarte, President
Guma' Mami, Inc.

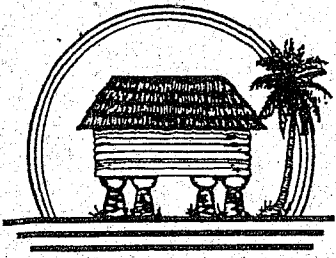
Date: 3/17/16



Rey M. Vega, Director

Guam Behavioral Health and Wellness Center

Date: 3/16/2016



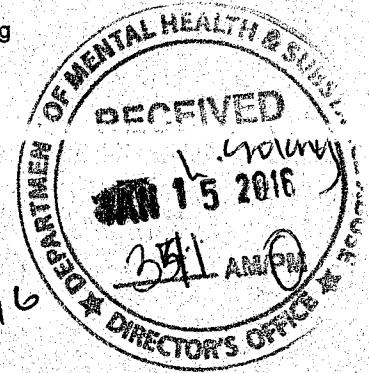
Guma' Mami, Inc.

A NON-PROFIT ORGANIZATION

Post Office Box FN, Hagåtña, Guam 96932

Office: (671) 477-1757 /1505 • Facsimile: (671) 477-4984

E-mail: gumamami@guam.net • Website: www.gumamami.org



January 15, 2016

Rey M. Vega

Director

Guam Behavioral Health and Wellness Center

790 Gov. Carlos G. Camacho Rd.

Tamuning, Guam 96913

*Noted
assigned
Rey M. Vega
1/15/16*

Ref: GBHWC RFP 06-2015 Negotiation

Dear Mr. Vega,

Buenas yan Hafa adai from the Guma' Mami Board of Directors, staff, and most especially the consumers.

Guma' Mami is in receipt of your two letters, dated 8th and 13th of this month, offering \$561,465.00 for FY 2016, FY 2017, and FY 2018 for GBHWC RFP 06-2015. Guma' Mami finds itself in the position to accept your aforementioned offer.

We are excited with the opportunity to work with you and your staff in providing services to individuals with serious mental illness and other disabilities. Please contact me at the numbers above should you have any inquiries.

Si Yu'os ma'ase,

Samuel Ilesugam

Executive Director

[Signature]
2/17/16
Rey M. Vega
3/16/16
RFP 06-2015 Guma' Mami Inc. GBHWC

Our mission is to facilitate the full inclusion and integration of adults with intellectual and other disabilities into their communities through individual and family support.

GBHWC RFP 06-2015 A2



**GUAM BEHAVIORAL
HEALTH AND WELLNESS
CENTER**

January 13, 2016

790 Gov. Carlos G. Camacho Rd.
Tamuning, Guam 96913
Phone: 671.647-1901
Fax: 671.647.6948

MEMORANDUM

EDDIE BAZA CALVO
Governor

RAY TENORIO
Lieutenant Governor

REY M. VEGA
Director

BENNY A. PINAULA
Deputy Director

To: Samuel Ilesugam, Executive Director
Monica Limtiaco, Program Manager/Lead Treatment Specialist
Guma' Mami, Inc.

From: Rey M. Vega, Director

Subject: GBHWC RFP 06-2015 Negotiation

Buenas yan Hafa Adai!

On December 09, 2015, the Guam Behavioral Health and Wellness Center (GBHWC) received your cost proposal for FY 2016, FY 2017, and FY 2018. GBHWC finds that we can accept your proposal for FY 2016. However, GBHWC offers the amount of \$561,465.00 for FY 2017 and FY 2018. The type of contract for this RFP will be firm and fixed based on the availability of funds.

We hope that you will consider the above stated. Please respond no later than 4:00 pm, Friday, January 15, 2016.

Sincerely,

Rey M. Vega
Rey M. Vega
Director

Sam Ilesugam
1/13/16
4:28 pm

RECEIVED BY:

Name:

Title:

Time and Date:

Signature:

Rudy D. Iriarte
3/17/16
Rudy D. Iriarte, Guma' Mami, Inc.

Rey M. Vega
3/16/16
Rey M. Vega, GBHWC

GBHWC RFP 06-2015 A3

OFFICIAL PROCUREMENT DOCUMENT



**GUAM BEHAVIORAL
HEALTH AND WELLNESS
CENTER**

January 08, 2016

790 Gov. Carlos G. Camacho Rd.
Tamuning, Guam 96913
Phone: 671.647-1901
Fax: 671.647.6948

MEMORANDUM

EDDIE BAZA CALVO
Governor

RAY TENORIO
Lieutenant Governor

REY M. VEGA
Director

BENNY A. PINAULA
Deputy Director

To: Samuel Ilesugam, Executive Director
Monica Limtiaco, Program Manager/Lead Treatment Specialist
Guma' Mami, Inc.

From: Rey M. Vega, Director

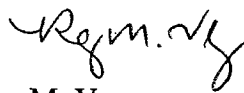
Subject: GBHWC RFP 06-2015 Negotiation

Buenas yan Hafa Adai!

On December 09, 2015, the Guam Behavioral Health and Wellness Center (GBHWC) received your cost proposal for FY 2016, FY 2017, and FY 2018. However, GBHWC finds that we can accept your proposal in the amount of \$561,465.00 for FY 2016, FY 2017 and FY 2018. Please be advised that the RFP is for a three (3) year term and the type of contract is firm fixed based on the availability of funds.

We hope that you will consider the above stated.

Sincerely,


Rey M. Vega
Director

RECEIVED BY:


Name:

Title:

Time and Date:

Signature:



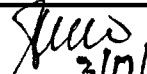

3/17/16
Rey M. Vega, Guma' Mami, Inc.
GBHWC RFP 06-2015 A4
3/16/16

ANNUAL PROGRAM COST

Mary Clare Home (MCH)

GBHWC RFP 06-2015

Classification	FY16	FY17	FY18	Justification, Rationale or Comment
Personnel				
Salaries	253,469.42			Home
Fica Taxes	26,184.83			Home
Health & Welfare	90,288.00			Includes WDOL H&W requirements
Overtime				
Subtotal	\$ 369,942.26			(Current FY2016 staffing pattern)
Operations				
TRAVEL (220)				
Local Mileage	8,473.20			Includes leased vehicle and gas; gas, registration, inspection and maintenance on van. Includes admin vehicles at 50% cost.
Off-island travel				
Subtotal (220)	\$ 8,473.20			
CONTRACTUAL (230/233/270/271)				
Equipment Maintenance	2,400.00			@ 50% of cost for computer maintenance and generator
Lease Equipment				
Home Rental	24,000.00			5 Bedroom accessible home rental in Mangilao
Training	1,857.30			CPI, CPR, First Aid, etc. for home staff
Payroll Service Fees	1,220.34			For home \$4/staff x 26 pay periods
Insurance	1,146.60			auto insurance for van
Printing				
Audit				
Trash Removal	1,271.16			50% of cost to empty dumpster
Building Maintenance				
Workman's Comp.	1,911.22			
Drug Testing	350.00			for 15 employees
Social Worker contractual	10,000.00			
Subtotal (230/233/270/271)	\$ 44,156.62			
SUPPLIES AND MATERIALS (240)				
Office/Computer Supplies	600.00			paper, pens, postage, binders, log books, etc.
Household Supplies	5,860.00			cleaning, kitchen, bath supplies, gloves, utensils, first aid kits, etc
Food	6,000.00			\$200/consumer/month
Fuel				
Subtotal (240)	\$ 12,460.00			
EQUIPMENT (250) (UNDER \$5000.00)				
List Equipment (under \$5000)				
see attachment	140.00			for consumer activities
Subtotal (250)	\$ 140.00			
MISCELLANEOUS (290)				
List Miscellaneous				
Grounds Maintenance	1,800.00			Mowing services at \$75 - 2x/month
Therap software	600.00			50% of costs for support services for Therap
Furniture for Living Room	1,500.00			Sofa/loveseat/lamps/end tables/rugs
Bedroom furnishings	500.00			new mattresses;beddings;mattress covers for (5) consumers
Administrative Indirect Costs	107,708.92			allocated costs for administrative supports to include personnel; audit and other office supports
Consumer assessments	-			estimated at \$150/consumer for physical and occupational therapy
Subtotal (290)	\$ 112,108.92			
Utilities (360-363)				
Power	9,000.00			Electricity average of \$800 per month
Water/Sewer	1,872.00			Water average of \$156 per month
Telephone/Cable/Internet	3,312.00			Internet/cable/phone bundle @ average of \$150/mo home; cell ph @ avg \$130/mo
Subtotal (360-363)	\$ 14,184.00			
CAPITAL OUTLAY (450) (OVER \$5000)				
List Capital Outlay (over \$5000)	-			
Subtotal (450)	-			
TOTALS	\$ 561,465.00			


 Rudy D. Triarte, General Manager, Jr.
 2/17/16
 R.M. N/A
 3/16/16

ANNUAL PROGRAM COST
Mary Clare Home (MCH)
GBHWC RFP 06-2015

Employees

17 includes home staff at 10.75 FTE and 4 admin staff at 0.50 FTE each

\$ 307.65 per occupied bed, per day

Type of Contract:

Offer Amount:

\$ 561,465.00

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

Submitted by:
 (Offeror)

Date

Accepted by:
 (GBHWC Negotiation Panel Chairperson)

Date

Approved by:
 (GBHWC Director)

Date

[Signature]
 3/17/16
 Rdy G. J. [Signature], Guma'Nami, Inc.

[Signature]
 3/16/16
 Rdy G. J. [Signature], Guma'Nami, Inc.

Mary Clare Home (MCH)
GBHWC RFP 06-2015

Classification	FY 16 Budget	Subtotal	Justification	Reference or Comment
EQUIPMENT (250) (UNDER \$5000.00)				


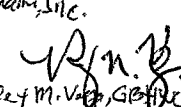
Water Dispenser	140.00	to provide filtered water	Kmart
Total	<u>140.00</u>		

PROPOSED STAFFING PATTERN

Mary Clare Home (MCH)

GBHWC RFP 06-2015

		2016			
Home Staff	Position Title	Salaries	Fica Taxes	Health & Welfare	Total
(9) FTE	Independent Living Mentors (ILM)	194,732.45	21,012.01	79,934.40	295,678.86
(1) FTE	Lead Care worker	23,813.77	2,501.20	8,881.60	35,196.57
(1) 0.50 FTE	Program Manager	26,000.00	1,989.00	-	27,989.00
(1) 0.25 FTE	Education & Training Coordinator	8,923.20	682.62	1,472.00	11,077.83
Subtotal		253,469.42	26,184.83	90,288.00	369,942.26
Administrative Staff	Position Title	Salaries	Fica Taxes	Health & Welfare	Total
(1) 0.50 FTE	Executive Director	30,004.00	2,295.31	3,187.16	35,486.47
(1) 0.50 FTE	Bookkeeper	15,236.00	1,505.28	4,440.80	21,182.08
(1) 0.25 FTE	General Office Clerk	5,350.80	579.20	2,220.40	8,150.40
(1) 0.47 FTE	Fiscal Officer	17,550.00	1,342.58	-	18,892.58
Subtotal		68,140.80	5,722.35	9,848.36	83,711.51
Total Personnel Costs		321,610.22	31,907.19	100,136.36	453,653.77


 3/12/16
 Rody D. Iriarte, Guma' Mami, Inc.

 Ray M. Velez, Guma' Mami, Inc.
 3/16/16