



GUAM BEHAVIORAL HEALTH AND WELLNESS CENTER  
Children and Adolescent Services Division, Residential Programs

# Request for Proposals

**GBHWC RFP 11-2019**

Professional Services

Short Term Intensive Psychiatric Treatment Stabilization

24-hour Therapeutic Group Home (TGH) setting for

Children and Adolescents (Males and Females) ages 9-17 Years

With Severe Emotional Disturbance (SED)

Issue Date: August 12, 2019

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Tamuning, Guam 96913

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**PUBLIC NOTICE**  
REQUEST FOR PROPOSAL FOR  
Professional Services  
Short-Term Intensive Psychiatric Treatment Stabilization 24-Hour  
Therapeutic Group Home (TGH) for Children and Adolescents  
(Males and Females) Ages 9-17 Years with Severe Emotional Disturbance (SED)  
(GBHWC/RFP 11-2019)

Guam Behavioral Health and Wellness Center (GBHWC) is soliciting proposals from qualified private, public, for-profit or non-profit organizations, companies or individuals interested in providing a 24-Hour therapeutic group home for children and adolescents with severe emotional disturbance .

Request for Proposal (RFP) packages are available for public inspection at [www.gbhwc.guam.gov](http://www.gbhwc.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 4:30 P.M. 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 and posted on [www.gbhwc.guam.gov](http://www.gbhwc.guam.gov). A registration form is provided with the RFP as Form A.1. GBHWC will not be liable for failure to provide notice to any Offeror that does not register 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 **Friday August 16, 2019**. 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. Electronic mail (email) is not acceptable.

The **DEADLINE FOR RECEIPT OF PROPOSALS** is no later than 4:30 P.M. Chamorro Standard Time, **MONDAY, AUGUST 26, 2019**. All proposals must be submitted only by U.S. Mail, courier, or hand delivery and must be addressed to the Director, Guam Behavioral Health and Wellness Center. Electronic mail (email) is not acceptable.

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.

  
Carissa E. Pangelinan  
Acting Director  
August 12, 2019

# SECTION I. GENERAL INFORMATION



## A. Overview

The Guam Behavioral Health and Wellness Center (GBHWC), formerly Department of Mental Health & Substance Abuse, through its Child-Adolescent Services Division (CASD) is requesting proposals from qualified public-private, for-profit, non-profit organizations, companies or individuals interested in providing professional services short-term intensive psychiatric treatment stabilization 24-hour therapeutic group home (TGH) setting for children and adolescents (males and females) ages 9-17 years with severe emotional disturbance “(SED)”.

CASD vision is a community that enhances the system of care philosophy and core values which are person-centered, family driven, culturally responsible, strength, and community based. (P.L. 25-41). CASD’s mission is to provide the highest standard of care and strengthen our island community by enhancing every person’s emotional and behavioral health through evidence-based practices that is person centered and culturally responsible. The ultimate goal of CASD is for the young person to have positive outcomes from the services provided and be successful contributing member of our community.

Offerors must be aligned with CASD’s mission and objectives, and be a qualified professional experienced short term intensive psychiatric treatment stabilization 24-hour therapeutic group home (TGH) setting for children and adolescents (males and females) ages 9-17 years with severe emotional disturbance (SED).

The island of Guam is an unincorporated territory of the United States in the western Pacific Ocean. Guam lies between 13.2°N and 13.7°N and between 114.6°E and 145.0°E, located approximately 3,300 miles west of Hawaii, 1,500 miles east of the Philippines and 1,550 miles south of Japan, and is the western-most territory of the United States.

Guam is 30 miles (48km) long and 4 to 12 miles (6 to 19km) wide, 3/4 the size of Singapore making Guam the 31<sup>st</sup> largest island of the United States. It is the southernmost and the largest island in the Marianas island chain.

## B. Background

The GBHWC therapeutic group home services was started in 2005 to treat youth ages nine (9) to seventeen (17) years of age with severe emotional disturbance providing intensive psychiatric and mental health related services . This proposal is for a short-term intensive 24/7 Psychiatric Treatment Stabilization therapeutic group home for seven (7) youth who have received and exhausted all least restrictive outpatient mental health and related services, and are now in need of short-term stabilization high level of restrictive care.

The major objectives are:

1. To provide 24/7 psychiatric placement for children and youth needing this restrictive and intensive setting for psychiatric stabilization, medication management, and therapeutic service and supports on island;
2. To treat and stabilize children and youth and eventually return them back to their families and their natural schools in their communities;
3. To eliminate sending children and youth to off-island treatment facilities and to treat them locally.

The short-term goals are:

1. To provide a safe, psychiatric and therapeutic home setting for young people where they can be treated and stabilized locally;
2. To ensure that as young people enter TGH that there is a progressive diligent and aggressive plan to follow through with their treatment goals, and be discharged and transitioned with safety plans home to their families.

The TGH services for children and adolescent shall be operated in compliance with System of Care philosophy of the Child Mental Health Initiative (CMHI) of the Center for Mental Health Services (CMHS) of the Substance Abuse and Mental Health Administration (SAMHSA), the Olmstead Act and the Bazelon Center for Mental Health Law.

**GBHWC Vision:** We envision a healthy island, committed to promoting and improving the behavioral health and well-being of our community.

**Mission:** To provide a culturally respectful, quality behavioral health services, that support and strengthen the well-being of the persons served, their families and the community in a safe environment.

#### CASD's Program "Our Children" (*I Famagu'onta*) System of Care

**Vision:** We envision a community that enhances the system of care philosophy and core values which are person centered, family driven, culturally responsible, strength and community based (P.L. 25-14).

**Mission:** To provide the highest standard of care and strengthen our island community by enhancing every person's emotional and behavioral health through evidence-based practices that is person centered and culturally responsible.

CASD is committed to carry out its Vision and Mission and GBHWC Vision and Mission.

#### 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, the 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 [www.guamcourts.org/justicedocs/index.html](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) 635-7621 or by mail at P.O. Box 23607, GMF, Guam 96921 or on-line at <https://www.guamtax.com>.

G. Non-Resident Tax Withholding

A non-resident person without a valid Guam business license residing outside of Guam shall be subject to a withholding assessment, the equivalent of the Guam business privilege tax (BPT), which shall be the equal to four percent (4% or current rate) of the total value of a contract awarded by all government of Guam contracts for professional services as a cost of doing business with the government of Guam. See P.L. 33-166 effective June 20, 2017 codified at 11 G.C.A. Chapter 71, Section 71114.

H. Registration Required To Be a Potential 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.1) and either delivering it GBHWC in person, or by

U.S. Mail, email, or facsimile. Only potential 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 "potential Offerors". GBHWC maintains a procurement registration log as to those potential Offerors who pick up copies of the RFP at GBHWC. In the event the contact information for a potential Offeror changes during the procurement process, it shall be the potential 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.

I. 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.

J. 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.

K. 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)

L. 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)

M. 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)

N. 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)

O. 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)

P. 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)

**Q. Contract, Duration, and Compensation**

**1. Type of Contract**

This is a cost reimbursement multi-year contract with fixed price per month for professional services for up to seven (7) children and adolescents (males and females) ages 9-17,” at one time; and for up to seven (7) beds for those clients at one time whereby the parties shall agree upon a basis for payment of services performed and expenses incurred by the Offeror. The Offerors rates shall remain firm and fixed for the term of the contract. The contract shall contain a ceiling or an estimate that shall not be exceeded without the prior consent of GBHWC. As required by law, GBHWC determines in writing herein 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.

**2. Duration of Contract or Term of Service**

a. 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, 2020, subject to the appropriation, allocation and availability of funds.

**b. Renewal Term**

At the option of the government, the contract may be renewed for up to two (2) additional one (1) year periods (each being a “Renewal Term”) subject to the availability of funds and satisfactory performance. Upon expiration of the Renewal Term(s), this contract shall expire, unless sooner terminated.

**c. Monthly Extension Periods.**

At the option of the government, and as agreed-to by Offeror, the contract may be extended after the final renewal term on a month-to-month basis (each being a “Monthly Extension Period”), to begin immediately after the expiration of the final Renewal 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 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.

d. 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. The GBHWC shall notify the 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, non-recurring costs.

3. Compensation

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

a. Invoices and Payments

All compensation is subject to appropriation, allocation and availability of funds, upon completion of the services and receipt of any deliverables and a monthly invoice in the form agreed by the parties. If less than a month of service is provided, the GBHWC shall pro-rate the payment based on the number of days of service provided. 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 contract year. All invoices are subject to review and approval by the GBHWC. The acceptance and payment of any invoice shall not be deemed a waiver of any of the GBHWC's rights under the agreement.

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.

b. 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.

R. 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 the Offeror or its individual employees, if any. No type of tax will be withheld from payments made to the awarded Offeror.

S. 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.

T. 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.

U. 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 the Offeror should be acknowledged on the proposal form or as otherwise stated in this proposal.**

V. Equal Opportunity – Nondiscrimination

GBHWC is an equal opportunity provider and employer and strictly adheres to a policy on nondiscrimination activities in compliance with all applicable Federal and Guam laws in its labor practices and carries out all government programs in such a manner that no person shall on the grounds of race, religion, color, sex, including sexual harassment and orientation, national original, age, physical or mental disability, marital status or political affiliation and retaliation be excluded from participating , be denied the benefits of, or be subject to discrimination with respect to any program or activities. See Title VI of the Civil Rights Act of 1964 as amended, and Presidential Executive Order 11246, as amended and other relevant Federal and Territorial requirements, and Governor Guam Executive Order 2006-16.

Service Provider shall assure that no person shall on the grounds of race, religion, color, sex including sexual harassment and orientation, national original, age, physical or mental disability, marital status or political affiliation and retaliation be excluded from participation in, be denied benefit of, or otherwise be subjected to discrimination under any program or activity under this Agreement.

Additionally, in keeping with Section II(4) of Governor of Guam E.O. 2006-16, Service Provider shall meet the following contractual requirements:

1. In the event it is receiving ten thousand dollars (\$10,000) or have more than fifty (50) or more employees, it shall develop an equal opportunity affirmative action plan, using standard guidelines established by the Guam Department of Labor, within sixty (60) days after the Effective Date of this contract. Furthermore, within

ninety (90) days of the award and annually thereafter for the duration of the contract, Service Provider under this section shall submit affirmative action reports to the Guam Department of Labor.

2. In the event it is receiving less than ten thousand dollars (\$10,000) or has less than fifty (50) employees, it shall not be required to develop an equal opportunity affirmative action plan, except, however, Service Provider shall be strictly prohibited from discrimination on the basis of race, religion, color, sex, including sexual harassment and orientation, national origin, age, physical or mental disability, marital status or political affiliation and retaliation.
3. Service Provider shall flow through the requirement in this Section V Equal Opportunity Nondiscrimination to its subcontractors.

Service Provider shall comply with all Federal and Guam laws and regulations including the Guam Department of Labor laws and regulations and (new) P.L. 33-64 Guam Employment Nondiscrimination in Employment Act of 2015 codified as 22 GCA Chapter 5 Article 2, which additionally includes as unlawful employment practice or unlawful discrimination grounds race, sex (including gender identity or expression), age, religion, color, honorably discharged veteran and military status, sexual orientation, or ancestry. The definitions for “sexual orientation”, “gender identity or expression” and “veteran and military status” as set forth in 22 GCA §5202(h), (i) and (j). A Service Provider that is a “religious employer” in keeping with P.L. 33-64 §5(a) is exempt from the religious discrimination provisions of Title VII of the Civil Rights Act of 1964 as set forth in §5 in more detail. In the event Service Provider is part of Government of Guam (new) P.L. 33-64 is codified at 4 GCA Chapter 4, §4101(a) as amended.

If Service Provider is found not to be in compliance with the requirements in this Section V Equal Opportunity Nondiscrimination during the life of this Agreement, the Service Provider agrees to make appropriate steps to correct these deficiencies.

#### W. 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.

X. 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.

Y. 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.

Z. Errors and Omissions

GBHWC reserves the right to make corrections due to minor errors of the 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

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Program specifications requirements for CASD, I Famagu'on-ta, Guam System of Care for Children and Youth, professional services-short-term intensive psychiatric treatment stabilization 24-hour Therapeutic Group Home (TGH) setting for children and adolescents (males and females) ages 9-17 years with severe emotional disturbance (SED) are as follows.

### Definitions

Severe Emotional Disturbance (SED). Children under the age of 22 years of age who have an emotional, behavioral, or mental disorder diagnosable under the Diagnostic Statistical Manual (DSM) or ICD-10-CM equivalents, or subsequent revisions (with the exception of "V" codes, substance use disorders and developmental disorders, unless they co-occur with another diagnosable severe emotional, behavior, or mental disorder), are unable to function in the family, school, or community, or in a combination of these settings; or. the level of functioning is such that the child or adolescent requires multiagency intervention involving two or more community service agency such as mental health, education, child welfare, juvenile justice, substance abuse, and health; and have a disability that must have been present for at least one year, or on the basis of diagnosis, severity, or multi-agency intervention is expected to last more than one year.

Child-Family Wrap Team. Collaborative team organized by the family, the child's Wrap Coordinator and composed of child-serving agencies, stakeholders, natural supports and the Vendor's clinical team in planning and coordinating the comprehensive treatment interventions, addressing and meeting the needs of the child and family for a successful treatment outcome.

### Scope of Work

Service Providers agree to provide short-term intensive psychiatric stabilization 24-hour therapeutic group home (TGH) setting for children and adolescents (males and females) ages 9-17 years (consumers) with severe emotional disturbance (SED) services that include but are not limited to the following:

- A. Services for the children and youth shall include, but not limited to the following: intensive short-term psychiatric treatment and stabilization, medication management, and therapeutic interventions.
- B. Case-management services to assist consumers with related needs and treatment goals as identified in their Individualized Service Plan ISP or Wrap Plan as developed by the Child-Family Wrap Team,
- C. After school day treatment addressing socialization, positive behavior and coping skills, community and independent living skills training, self-care, assistance with school

- assignment and recreational activities integrated with community and the *I Famaguonta sponsored activities*, and if applicable; vocational skills training.
- D. Individual therapy to address youth emotional and behavioral issues and teach *appropriate responses* to dealing with negative emotions to include teaching *positive coping skills, problem-solving skills* and social-life skills.
  - E. Provide parent/family counseling to include youth to address family dynamics and work on improving family relationship.
  - F. Provide culturally and ethnic appropriate parent skills training in teaching discipline and managing challenging behaviors. This training must start, at 30 days from admission to accommodate family schedule and transportation/child care issues. The CASD-I Famagu'on-ta family partner assigned to the family must be notified to attend for support and reinforcement of skills being taught. (Copy of attendance record and skills taught to be submitted with the monthly report to GBHWC).
  - G. Referral and Admission: This is a most restrictive therapeutic setting and referral to this level of care must be considered **ONLY** after all least-restrictive outpatient mental health and related services, to include intensive wraparound, Home-Based services. Step-down Home (SERENITY), related services, etc. have been provided and exhausted in maintaining and supporting the young person and family in their natural environment.
  - H. Enrolled/active youth of CASD/*I Famagu'on-ta* may be referred by their Care Coordinator for the TGH services after consultation with GBHWC/CASD Administrator and psychiatrist. The following clinical assessment tools and form must be completed: Child Adolescent Needs and Strengths (CANS) and the Child Adolescent Service Intensity Instrument (CASII) supporting the level of care needed, and the Referral form (CASD-IFam 016-16). The minor and family have to be well informed of the recommendation and must be in agreement with the referral.
  - I. Minors not actively enrolled with *I Famagu'on-ta* must first be enrolled in the *I Famagu'on-ta program* and actively receiving wraparound services for at least 120 days (4 months) prior to referral to TGH. Referral to TGH must include GBHWC psychiatric and clinical assessment, including the CANS and CASII, and the Child and Family Wrap Team report indicating that all other means have been fully explored, provided and exhausted and this high level restrictive care is needed and justified. The family, youth and Wrap Team have to be in agreement with the referral.
  - J. Written parental consent is required prior to referral of the child to the TGH program.
  - K. Educational Instruction Outside of Youth's School District

1. Should a youth admitted into TGH be unable to attend the school district due to severe psychiatric condition, and has an IEP, the Offeror shall coordinate with GDOE for educational instruction (home-school) to be provided at the TGH for a temporary period and transition to the school district must be progressively and diligently pursued.
  2. Each youth must have an IEP if they are to receive their educational instruction (home school) at the TGH facility. The Offeror shall work with the youth's school district in supporting the child's educational instruction in the least restrictive environment (school district) and in accordance with the student's Individualized Educational Plan (IEP).
  3. Home school for the youth needing this school instruction arrangement must be short term and transition to home school district must be progressively and diligently pursued by the Offeror's clinical team and the wrap team.
- L. Maximum Enrollment in the TGH shall be no more than seven (7) minors and no more than seven (7) bed space for each minor at any given time.
- M. Length of Stay. Since this is a restrictive placement setting, maximum stay shall be up to 9 months with full discharge and transition to home. The Offeror shall have a discharge transition plan between 30-60 days from admission on each youth addressing the status of the child's comprehensive treatment and shall implement the discharge and transition with safety plan at the projected discharge month of up to 9 months from admission. A stay beyond the 9 months requires written request with justification from offerors and approval by GBHWC.
- N. Monthly Reporting Requirement includes the completion of youth progress tracking form and the clinical decision signature form along with other forms with the monthly invoice for payment to be executed. An orientation on the mandatory tracking forms will be given at the first initial meeting between contractor and GBHWC.
- O. Development of Individual Service Plan (ISP)/Wrap Plan shall be a collaborative and joint effort of the Offeror's psychiatrist, clinical team and the Child and Family Wrap team. The Clinical Decision form shall be completed and signed by all parties collaborating in the treatment decision of the youth. Treatment decision includes all clinical and related matters such as passes/furloughs and other relevant information that the wrap team members need to know.
- P. Policies and Procedures. The Offeror shall establish internal policies and procedures governing the operations and administration of the program and services and shall address the following: use of any type of seclusion restraints, therapeutic holds, incident reports, suicide assessment, mental status assessment to determine appropriate intervention, serious illness, runaway, sentinel events, transition and discharge. The Offeror shall have a consumer handbook on its operating policies and procedures, rules and regulation on admission, visitation, furloughs, telephone contacts, grievance process and

any other pertinent information. This handbook shall be provided to the youth and parents to review prior to admission into TGH. A copy of the consumer handbook and internal operating policies and procedures shall be provided to GBHWC for approval **fifteen (15) days** after the intent to award has been announced. The policies/procedures will be discussed at the first initial meeting between GBHWC and offeror.

- Q. TGH Staff: The staff of the TGH facility shall include a program manager or supervisor, a BSW social worker/caseworker (providing case management) and direct care workers to assist, supervise and monitor the residents of the program, twenty-four (24) hours a day, seven (7) days a week to include weekends and holidays. The Offeror shall provide staffing pattern adequate for staff to consumer ratio and submit copy to GBHWC prior to execution of the contract.
- R. Licensing Requirements: The Offeror shall be responsible for meeting the standard of a children's group home, meeting the licensing requirements for the Licensing Program under the Bureau of Social Service Administration of the Guam Department of Public Health and Social Service. The Offeror will also be responsible for acquiring and maintaining the children's group home license and sanitation permit.

Copies of all certificates and licenses are required to be provided to GBHWC prior to execution of the contract.

- S. Professional Staff. All services providers, such as psychiatrist, psychologist, and LPC (IMFT) counselor, shall possess unrestricted license to practice their profession in accordance with federal and local statutes and must demonstrate skills and competence. Copies of valid certificate of licensure shall be provided to GBHWC prior to the execution of the contract.
- T. The GBHWC understands the value of tele-medicine which should be used only for consultation, and not treatment. The practice of tele-medicine shall be in accordance with Guam applicable statute on licensure. Additionally, the Offeror shall comply at all times with federal and local statute on patient's confidentiality and HIPAA rules and regulations.
- U. Licensed Registered Nurse. The Offeror must provide a registered nurse for the medical needs and concerns of the consumers, and to carry out the requirements of the attending psychiatrist, and for medical monitoring.
- V. Nutritionist. Provide a nutritionist on staff to plan and review the menu for the children and youth at the TGH. Meals must provide a balanced diet consisting of a variety of food from the five (5) food groups; whole grain, fruits, vegetables and legumes, dairy products, lean meat, poultry, fish, and nuts. Reduction in sodium, fat, sugar, canned and processed food products shall be adhered to. Additionally, consumers' allergy and special diet needs shall be accommodated.

- W. Manpower Resources. The Offeror is responsible for the recruitment, hiring, training and contracting of appropriate program supports to effectively operate and manage 24-hour/7 days a week TGH.
- X. The Offeror and its staff shall disclose any employment and business affiliations that can be in direct conflict in the performance of any and all provisions of this contract.
- Y. Required Clearances and Drug Testing. All recruitment of personnel for the TGH and its services shall have the following before getting hired: physical examination, drug and alcohol test, police and local and federal court clearances, and may request an inquiry to the National Crime Information Center prior to employment. Additionally, employees must undergo random drug testing. The Offeror must provide GBHWC prior to the execution of the contract a listing of all its employees and the status of their clearance, dates, and results of random drug testing. The list of employees must be updated as staff leave and new staff are recruited or annually.
- Z. Affidavit of Charges and Disposition. The Offeror's employees who have been charged legally must submit an affidavit outlining the charges and dispositions to include statement of innocence and court clearances.
- AA. Staff Certification and Health Certificates. Maintain staff certification in CPR, First Aid, Health Certificate in Food Preparation and Sanitation, Professional Crisis Management Association (PCMA), or similar training in crisis/behavior management and intervention, and other mutually agreed certification that would be required to provide optimum services. A copy of staff certifications and or re-certifications must be made available for review and provided to GBHWC at the beginning of each employee's employment. A report of monthly staff training(s) shall be included in the monthly invoice.
- BB. Program staff shall possess valid and appropriate Guam Driver's license for operating a vehicle transporting consumers.
- CC. Admission of TGH consumers into CIU. The Offeror's psychiatrist in collaboration and consultation with GBHWC psychiatrist and clinical/nursing staff shall follow TGH consumers admitted in the Child Inpatient Unit in accordance to GBHWC policies and standard operating procedures. The use of psychotropic medications shall be in accordance with federal and local laws, rules, regulations and GBHWC policy and procedures.
- DD. The Offeror shall bill all applicable charges to include but not limited to pharmaceuticals, durable medical equipment (DME) and professional services to the consumer's health insurance such as Medicaid, MIP, Tri-Care or other third party-payors. In the event of denial of payment, the Offeror shall exhaust all remedies to resolve the denial for payment and must provide GBHWC documents of denial of payment for services rendered. Charges shall be based on usual, customary and reasonable rate and fee

schedule. Final resolution for payment is subject to approval by government policy or appropriate regulation.

- EE. Rooming and Grouping of Consumers. The Offeror shall ensure that the rooming and grouping of consumers are appropriately accommodated by behavioral functioning level, age and gender. Individuals with a history of or known predatory behavior shall never be provided with UNSUPERVISED opportunities to interact with consumers, to include shared rooms. The Offeror must provide each consumer an assigned bed in a bedroom with adequate living accommodations meeting all accessibility requirements of the Americans with Disabilities Act (ADA) as amended, and comply with licensure square footage requirement per consumer. No consumer must be allowed to sleep in the common area.
- FF. Incident Reports. The Offeror shall report any incident concerning the safety and well-being of consumers in their care immediately, even prior to complete gathering of information. The immediate verbal reporting of the incident shall be followed by a detailed written report to GBHWC Director or his designee within twenty four (24) hours or no later than the next business day. The Offeror shall provide to GBHWC documentation of corrective actions and recommendations for reducing incidents and injuries in the future. Any interview of consumers regarding the incident shall be coordinated with Child Protective Services (CPS), Guam Legal Service (GLS) and GBHWC to prevent multiple interviews so as to minimize the re-traumatizing to consumers as well as to prevent the tainting of information. Social Worker/Wrap Coordinator and other GBHWC staff shall conduct announced as well as unannounced relevant visits to the TGH.
- GG. Reporting Abuse and Neglect. The Offeror shall orally report any suspected incident of abuse or neglect of children immediately to the GBHWC and to CPS of the Bureau of Social Services Administration of the Department of Public Health and Social Services (ref. P.L. 20-209). A written report on the incident shall be given to the GBHWC Director or his designee within twenty four (24) hours or not later than the next business day. The Offeror must have written protocols for responding, reporting and intervening on suspected incidents of abuse or neglect and a copy of the protocols provided to GBHWC.
- HH. Hazard-free and Clean Environment. The Offeror shall ensure that the environment is adequately hazard free, clean and in good repair. GBHWC's safety officer and/or staff shall have access to the facility at any time with proper notification. Violations cited by GBHWC's safety officer and /or staff will be corrected within the time frame set for compliance. The safety officer familiar with the requirements of the safety inspection will provide the Offeror a copy of the Housing Safety Inspection Checklist (HSIC) that will be used.
- II. Transportation. The Offeror is responsible to acquire and maintain appropriate transportation meeting ADA requirement, and provide transportation of consumers to access public health centers, recreation facilities, educational facilities, convenience stores and food and access to other locations as needed to provide for the well-being of the consumers, including transportation to Court hearings and faith based activities

addressing the child's spiritual needs per parents' requests and as indicated in the consumer's Wrap Plan.

- JJ. Community Integration. Ensure the active promotion of community integration, inclusion, and independence of each resident, appropriate to the situation and circumstances of each individual, to include but not limited to transportation and supervision to such events.
- KK. Best Practices Model. Ensure that the best practice model of treatment and Interventions such as System of Care, Wraparound, Trauma Informed Care, Collaborative Problem Solving, Cognitive Behavior Therapy, Trauma focused Cognitive Behavior Therapy, Dialectic Behavior Therapy, etc., is applied to the consumers of TGH and reflected in the Offeror's operation and administration of TGH at all times.
- LL. Management and Clinical Issues. All management and clinical issues and concerns regarding the TGH shall be directed to the CASD Administrator. In the event the CASD Administrator is unavailable, issues and concerns will be reported directly to the Director.
- MM. GBHWC Access for Inspections. Authorized GBHWC personnel conducting regulatory functions shall have access to enter the home providing services for the children and youth at all times.
- NN. Staff Training and Competency. Program staff must be trained on the System of Care Philosophy, Core Values and Guiding Principles, (Public Law 25-14) and must be able to demonstrate the application of the philosophy of System of Care in the operation of the TGH programs and the management and treatment of the children and youth. TGH programs must emphasize the goals of recovery and successful outcomes of the youth. The Offeror shall arrange for the System of Care training for its staff through GBHWC/CASD/*Famagu'onta* upon notification of the award.
- OO. The Philosophy of System of Care is based on the following Core Values:
1. Child Centered, Youth Guided and Family Driven. The family's voice and choice is paramount in the treatment intervention.
  2. Strengths based and solution focus.
  3. Least restrictive community based services.
  4. Culturally and Linguistically competent services and providers.
- The Guiding Principles are:
1. Individualized services using a wraparound practice model.
  2. Access to a comprehensive array of services that includes natural supports and services in least restrictive environment.
  3. Full Family Participation at all levels.
  4. Integrated services within the community.
  5. Early identification and intervention.
  6. Rights of child protected.

7. Smooth Transitions to services and to natural environment.
8. Non-discriminatory and culturally appropriate services.
9. Care Coordination and Collaboration among service providers.

PP. Minimum Services must include but not limited to the following

1. Operational Services:
  - a. Securing facility to operate the TGH and services;
  - b. Purchase and management of supplies, food and filtered water;
  - c. The maintenance of the interior and exterior of the facility and grounds.
  
2. Services to consumers shall include the following support services:
  - a. Personal Management. Provide consumers adequate supplies of hygiene products and perform appropriate individual grooming/hygiene activities, bathing; dressing up in appropriate and clean clothes with minimal supervision;
  - b. Nutritional Services. Provide nutritious meals approved by the nutritionist throughout the intensive stabilization treatment placement of the child. Minimize, reduce or delete use of processed , can good for children/youth meals;
  - c. Medication Services. Child's medications must be secured in a safe and locked medicine cabinet. Provisions of care over any controlled substance shall be maintained at all times. Administration of all medication shall be strictly supervised;
  - d. Behavioral Management. Child to increasingly control emotional and behavioral functioning so that transition to a less restrictive level of care or to natural home setting can be actualized;
  - e. Problem Solving. Child's increased ability to identify and discuss problems in a timely and appropriate manner;
  - f. Encouragement and Validation. Child is encouraged to self-advocate, to have a voice and choice in his/her treatment;
  - g. Personal Safety Awareness. Ensure that all safety issues are assessed, appropriately managed and documented;
  - h. Age appropriate training modules on Sex Education shall be developed and implemented to help consumer develop self-respect, personal values, body reverence, and embrace his/her potential to become a young adult making responsible sexual decisions. A copy of this Sex Education Module shall be made available to GBHWC;
  - i. Supportive Counseling. Child to have access to supportive counseling to learn appropriate and acceptable behaviors and assistance in the resolution of personal problems;
  - j. Educational Management. Child to receive supervision, support and assistance with school assignment, to include tutorial services if needed, and be encouraged to increase academic independence and productivity;

- k. Vocational Development. For age appropriate youth and in accordance to consumer's Wrap Plan, Service Provider shall work with the Department of Education (GDOE) and Department of Integrated Services for Individual with Disabilities (DISID) and Division of Vocational Rehabilitation (DVR) and the Agency for Human Resource and Development (AHRD) of the Department of Labor to build skills and training for employment, and assist youth in obtaining employment;
- l. Home Management. Child to perform household chores such as cleaning his/her room and communal areas, as well as do his/her own laundry with increasingly reduced supervision;
- m. Daily Time Management. Child to wake up at an appropriate time with increasingly reduced supervision. Able to participate in the scheduling of his/her day with program staff and to utilize and maintain day's schedule with increasingly reduced supervision;
- n. Money Management. Child to learn basic skills on personal budget with increasingly reduced supervision;
- o. Child is encouraged to participate in Community-based and Home-based activities as applicable;
- p. Child is given the opportunity and support to participate in spiritual activities in accordance with the family's cultural and religious beliefs;
- q. Participate in activities and functions of *I Famagu'on-ta* and CASD, as applicable.

The Scope of Work is written by Annie Unpingco, Administrator for the Child Adolescent Services Division, the CASD program staff and Theresa C. Arriola, GBHWC Director.

### III. PROPOSED CONTENTS, REQUIREMENTS AND INSTRUCTIONS

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#### 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
    - a. Regular progress reporting mechanism;
    - b. Tracking of financial activity;
    - c. Tracking system to report project progress; and,
    - d. Performance measures on completion of services contained in Section IV.
  13. Mandatory Assurances and/or Forms
    - a. Registration
    - b. Proposal Signature
    - c. Submitting Licenses
    - d. Affidavit re Disclosing Ownership – Form 002
    - e. Affidavit re Non-Collusion – Form 003
    - f. No Gratuities or Kickbacks Affidavit – Form 004
    - g. Ethical Standards Affidavit – Form 005
    - h. Wage Determination and Benefit – Form 006

- i. Contingent Fees – Form 007
- j. Sample Business Associate Agreement
- k. Sample Contractual Agreement (does not have to be signed)
- l. Annual Program Cost (under separate cover for negotiation)

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 24-hour therapeutic group home and day treatment for children and adolescent with serious mental and emotional disorders.

The proposal **must include resumes of treatment staff** with experience, expertise, and certifications in treatment, and must identify a **lead treatment specialist or clinical supervisor** 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 lead treatment specialist:

- Lead Treatment Specialist or Clinical Supervisor must have:

Master's degree in any of the following: psychology, social work, counseling or related fields.

- Social Worker must have:

Bachelor's or Master's degree in social work, psychology, or any behavioral science degree and experience working with serious mental illness 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)

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## IV. GENERAL PROCEDURES:

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### A. Questions

1. Questions regarding this RFP should be written and addressed to GBHWC Director through U.S. Mail, hand delivery, or facsimile (671) 649-6948 by Friday, **August 16, 2019**. 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 4:30 P.M., Monday, August 26, 2019**.

### B. Proposals

1. All proposals must be submitted via U.S. mail, courier or hand delivery to the attention of the Director, GBHWC.  
  
Mailing & Delivery Address:  
Theresa C. Arriola, 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) and four (4) hard copies of each proposal.
3. The Cost Proposal (Form F) 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.
4. Envelopes/boxes containing proposals shall be sealed and marked on the face with the name and address of the Offeror, the proposal number and the time and date **be considered non-responsive, will not be opened, and will be returned to Offeror (if address is known)**.
5. No facsimile or emailed proposals will be accepted.
6. Proposals may be hand-carried and received at GBHWC on or before the deadline date and time.
7. Proposals received through the mail will not be accepted if such mail is received at the address showing after the submission date and time.

8. GBHWC will not accept a late proposal unless the GBHWC Director's Office is closed due to unforeseen circumstances that may pose a threat to the staff and public.
9. Proposals will be considered only from such Offerors who, in the opinion of GBHWC, can show evidence of their ability, experience, financials, equipment and facilities to render satisfactory service, and are not currently debarred by federal or local government.
10. 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 no less than 70 points to be considered eligible. The most responsive and responsible proposal with the highest total score will be recommended for award.

Evaluation Criteria and Assigned Weights

Understanding of RFP: The organization's familiarity with the needs of the consumers and knowledge of overall services and support required.	25
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Work Plan/Project Execution: The organization's description of how they will provide services detailed in Section II, Scope of Work.	25
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.	15
Current, certified financial statement or latest financial audit (within 1 to 3 years): Offeror must have sufficient working capital and not rely on the compensation for the first year of the contract.	10
Equipment, facilities and accounting software: The equipment, facilities and accounting software to perform the required services are available or will be made readily available at the time of contracting.	10
Ability to present and organize proposal according to instructions applicable in Section III and IV.	5
	<b>100</b>

#### D. Negotiation and Award of Contract

After an evaluation of responsive Offerors has been completed, Offerors will be ranked from highest to lowest according to the number of points received during the evaluation. The highest ranked responsive Offeror is the best qualified and will be invited to negotiate a contract. GBHWC will negotiate a contract with the best-responsive 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 the Offeror has a clear understanding of the scope of work, specifically, the essential requirements involved in providing the required services; (2) determining that the 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 responsive and responsible 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 three (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 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.

Offeror shall provide access to any project site(s) to the GHBWC, 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. 34-116 Chapter XIII § 6 and this clause or subsequent public law(s). 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 TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) 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.

Offer or 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 the 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.

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## V. CONTRACTUAL TERMS:

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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.org/>, the Guam Office of Attorney General <http://www.guamag.org/> and the Department of Administration's General Service Agency [www.gsa.doa.guam.gov](http://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 the 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.

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## GUAM BEHAVIORAL HEALTH AND WELLNESS CENTER



### GBHWC RFP 11-2019

Professional Services Short-term Intensive Psychiatric Treatment  
Stabilization 24-Hour Therapeutic Group Home (TGH) Setting for  
Children and Adolescents (Males and Females) Ages 9-17 Years with  
Serious Mental or Emotional Disorders (SED)

#### **PROPOSAL REGISTRATION (FORM A)**

The individual, firm, entity or organization identified below is an interested party and/or "Offeror" to GBHWC RFP 11-2019 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.

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

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; faxed to (671) 649-6948 or emailed to [marilyn.aflague@gbhwc.guam.gov](mailto:marilyn.aflague@gbhwc.guam.gov)

**PROPOSAL SIGNATURE FORM**

**For GBHWC RFP 11-2019**

By submitting this proposal, the 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 or the services to be rendered.

**OFFICIAL CONTACT.** GBHWC requests that the 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 the 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: The 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 the Offeror:

\_\_\_\_\_ Signature of Authorized Representative  
Type or Print Name and Title

Name of Offeror: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Type of Organization: [ ] Individual [ ] Non-Profit [ ] Partnership  
[ ] Corporation [ ] Joint Venture  
[ ] Other(Specify) \_\_\_\_\_

**FORM FOR SUBMITTING ALL LICENSES  
For GBHWC RFP 11-2019**

*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 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: \_\_\_\_\_

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WD 15-5693 (Rev.-8) was first posted on www.wdol.gov on 01/01/2019  
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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

Daniel W. Simms	Division of	Wage Determination No.: 2015-5693
Director	Wage Determinations	Revision No.: 8
		Date Of Revision: 12/26/2018

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was 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 \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. 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		13.57
01012 - Accounting Clerk II		15.23
01013 - Accounting Clerk III		17.04
01020 - Administrative Assistant		17.71
01035 - Court Reporter		17.22
01041 - Customer Service Representative I		10.89
01042 - Customer Service Representative II		12.25
01043 - Customer Service Representative III		13.37
01051 - Data Entry Operator I		12.15
01052 - Data Entry Operator II		13.25
01060 - Dispatcher, Motor Vehicle		14.37
01070 - Document Preparation Clerk		13.71
01090 - Duplicating Machine Operator		13.71
01111 - General Clerk I		10.29
01112 - General Clerk II		11.28
01113 - General Clerk III		12.32
01120 - Housing Referral Assistant		19.20
01141 - Messenger Courier		11.16
01191 - Order Clerk I		12.57
01192 - Order Clerk II		13.71
01261 - Personnel Assistant (Employment) I		15.57
01262 - Personnel Assistant (Employment) II		17.25
01263 - Personnel Assistant (Employment) III		19.22
01270 - Production Control Clerk		20.08
01290 - Rental Clerk		11.10
01300 - Scheduler, Maintenance		15.39
01311 - Secretary I		15.39

01312 - Secretary II	17.22
01313 - Secretary III	19.20
01320 - Service Order Dispatcher	12.73
01410 - Supply Technician	17.71
01420 - Survey Worker	15.26
01460 - Switchboard Operator/Receptionist	9.67
01531 - Travel Clerk I	12.77
01532 - Travel Clerk II	13.83
01533 - Travel Clerk III	14.78
01611 - Word Processor I	13.48
01612 - Word Processor II	15.13
01613 - Word Processor III	16.92
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	13.58
05010 - Automotive Electrician	13.06
05040 - Automotive Glass Installer	12.10
05070 - Automotive Worker	12.10
05110 - Mobile Equipment Servicer	10.27
05130 - Motor Equipment Metal Mechanic	13.71
05160 - Motor Equipment Metal Worker	12.10
05190 - Motor Vehicle Mechanic	13.71
05220 - Motor Vehicle Mechanic Helper	10.12
05250 - Motor Vehicle Upholstery Worker	12.10
05280 - Motor Vehicle Wrecker	12.10
05310 - Painter, Automotive	12.87
05340 - Radiator Repair Specialist	12.10
05370 - Tire Repairer	10.40
05400 - Transmission Repair Specialist	13.58
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.47
07041 - Cook I	10.88
07042 - Cook II	12.63
07070 - Dishwasher	9.04
07130 - Food Service Worker	9.31
07210 - Meat Cutter	11.86
07260 - Waiter/Waitress	9.12
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.21
09040 - Furniture Handler	9.87
09080 - Furniture Refinisher	16.21
09090 - Furniture Refinisher Helper	11.97
09110 - Furniture Repairer, Minor	14.11
09130 - Upholsterer	16.21
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.13
11060 - Elevator Operator	9.13
11090 - Gardener	12.58
11122 - Housekeeping Aide	9.23
11150 - Janitor	9.23
11210 - Laborer, Grounds Maintenance	9.50
11240 - Maid or Houseman	9.13
11260 - Pruner	8.51
11270 - Tractor Operator	11.51
11330 - Trail Maintenance Worker	9.50
11360 - Window Cleaner	10.31
12000 - Health Occupations	
12010 - Ambulance Driver	17.77
12011 - Breath Alcohol Technician	17.77
12012 - Certified Occupational Therapist Assistant	24.38
12015 - Certified Physical Therapist Assistant	24.38
12020 - Dental Assistant	14.21

12025 - Dental Hygienist	32.84
12030 - EKG Technician	23.96
12035 - Electroneurodiagnostic Technologist	23.96
12040 - Emergency Medical Technician	17.77
12071 - Licensed Practical Nurse I	15.88
12072 - Licensed Practical Nurse II	17.77
12073 - Licensed Practical Nurse III	19.81
12100 - Medical Assistant	11.54
12130 - Medical Laboratory Technician	17.11
12160 - Medical Record Clerk	12.37
12190 - Medical Record Technician	17.77
12195 - Medical Transcriptionist	15.88
12210 - Nuclear Medicine Technologist	39.04
12221 - Nursing Assistant I	11.03
12222 - Nursing Assistant II	12.43
12223 - Nursing Assistant III	13.54
12224 - Nursing Assistant IV	15.22
12235 - Optical Dispenser	17.77
12236 - Optical Technician	15.88
12250 - Pharmacy Technician	15.49
12280 - Phlebotomist	15.22
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)	22.01
12320 - Substance Abuse Treatment Counselor	22.01
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.26
13012 - Exhibits Specialist II	23.86
13013 - Exhibits Specialist III	29.18
13041 - Illustrator I	19.26
13042 - Illustrator II	23.86
13043 - Illustrator III	29.18
13047 - Librarian	26.42
13050 - Library Aide/Clerk	15.33
13054 - Library Information Technology Systems Administrator	23.86
13058 - Library Technician	16.64
13061 - Media Specialist I	17.21
13062 - Media Specialist II	19.26
13063 - Media Specialist III	21.47
13071 - Photographer I	17.06
13072 - Photographer II	19.06
13073 - Photographer III	23.63
13074 - Photographer IV	28.92
13075 - Photographer V	35.00
13090 - Technical Order Library Clerk	17.04
13110 - Video Teleconference Technician	17.18
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.71
14042 - Computer Operator II	16.26
14043 - Computer Operator III	18.13
14044 - Computer Operator IV	20.14
14045 - Computer Operator V	22.31
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		15.71
14160 - Personal Computer Support Technician		20.14
14170 - System Support Specialist		21.24
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		25.10
15070 - Flight Instructor (Pilot)		33.30
15080 - Graphic Artist		20.47
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		32.74
15086 - Maintenance Test Pilot, Rotary Wing		32.74
15088 - Non-Maintenance Test/Co-Pilot		32.74
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		9.78
16030 - Counter Attendant		9.78
16040 - Dry Cleaner		11.30
16070 - Finisher, Flatwork, Machine		9.78
16090 - Presser, Hand		9.78
16110 - Presser, Machine, Drycleaning		9.78
16130 - Presser, Machine, Shirts		9.78
16160 - Presser, Machine, Wearing Apparel, Laundry		9.78
16190 - Sewing Machine Operator		11.94
16220 - Tailor		12.44
16250 - Washer, Machine		10.24
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		16.21
19040 - Tool And Die Maker		20.37
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		13.96
21030 - Material Coordinator		20.08
21040 - Material Expediter		20.08
21050 - Material Handling Laborer		11.37
21071 - Order Filler		9.66
21080 - Production Line Worker (Food Processing)		13.96
21110 - Shipping Packer		13.33
21130 - Shipping/Receiving Clerk		13.33
21140 - Store Worker I		14.21
21150 - Stock Clerk		19.94
21210 - Tools And Parts Attendant		13.96
21410 - Warehouse Specialist		13.96
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		20.69
23019 - Aircraft Logs and Records Technician		16.09
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
23070 - Aircraft Survival Flight Equipment Technician		18.50
23080 - Aircraft Worker		17.38

23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	17.38
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	19.70
23110 - Appliance Mechanic	16.21
23120 - Bicycle Repairer	12.96
23125 - Cable Splicer	19.59
23130 - Carpenter, Maintenance	14.47
23140 - Carpet Layer	15.16
23160 - Electrician, Maintenance	17.86
23181 - Electronics Technician Maintenance I	15.16
23182 - Electronics Technician Maintenance II	16.21
23183 - Electronics Technician Maintenance III	18.31
23260 - Fabric Worker	14.11
23290 - Fire Alarm System Mechanic	15.43
23310 - Fire Extinguisher Repairer	13.06
23311 - Fuel Distribution System Mechanic	17.26
23312 - Fuel Distribution System Operator	13.06
23370 - General Maintenance Worker	11.96
23380 - Ground Support Equipment Mechanic	19.70
23381 - Ground Support Equipment Servicer	16.09
23382 - Ground Support Equipment Worker	17.38
23391 - Gunsmith I	13.06
23392 - Gunsmith II	15.16
23393 - Gunsmith III	17.26
23410 - Heating, Ventilation And Air-Conditioning Mechanic	16.58
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	17.63
23430 - Heavy Equipment Mechanic	17.39
23440 - Heavy Equipment Operator	16.21
23460 - Instrument Mechanic	17.26
23465 - Laboratory/Shelter Mechanic	16.21
23470 - Laborer	11.37
23510 - Locksmith	16.21
23530 - Machinery Maintenance Mechanic	21.03
23550 - Machinist, Maintenance	17.26
23580 - Maintenance Trades Helper	10.23
23591 - Metrology Technician I	17.26
23592 - Metrology Technician II	18.35
23593 - Metrology Technician III	19.43
23640 - Millwright	17.26
23710 - Office Appliance Repairer	16.21
23760 - Painter, Maintenance	13.95
23790 - Pipefitter, Maintenance	17.52
23810 - Plumber, Maintenance	16.45
23820 - Pneudraulic Systems Mechanic	17.26
23850 - Rigger	17.26
23870 - Scale Mechanic	15.16
23890 - Sheet-Metal Worker, Maintenance	15.37
23910 - Small Engine Mechanic	15.16
23931 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.76
23950 - Telephone Lineman	18.24
23960 - Welder, Combination, Maintenance	17.82
23965 - Well Driller	17.26
23970 - Woodcraft Worker	17.26
23980 - Woodworker	13.06
24000 - Personal Needs Occupations	
24550 - Case Manager	14.16
24570 - Child Care Attendant	10.09

24580 - Child Care Center Clerk	12.58
24610 - Chore Aide	10.38
24620 - Family Readiness And Support Services Coordinator	14.16
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	17.26
25040 - Sewage Plant Operator	19.28
25070 - Stationary Engineer	17.26
25190 - Ventilation Equipment Tender	11.97
25210 - Water Treatment Plant Operator	19.28
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90
27007 - Baggage Inspector	9.13
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	9.13
27102 - Guard II	10.90
27131 - Police Officer I	12.05
27132 - Police Officer II	13.40
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.37
28042 - Carnival Equipment Repairer	13.42
28043 - Carnival Worker	9.14
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	20.23
29020 - Hatch Tender	20.23
29030 - Line Handler	20.23
29041 - Stevedore I	18.85
29042 - Stevedore II	21.64
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	38.15
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.30
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.97
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
30051 - Cryogenic Technician I	24.12
30052 - Cryogenic Technician II	26.63
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	21.78
30095 - Evidence Control Specialist	21.78
30210 - Laboratory Technician	20.74
30221 - Latent Fingerprint Technician I	24.12
30222 - Latent Fingerprint Technician II	26.63
30240 - Mathematical Technician	23.34
30361 - Paralegal/Legal Assistant I	19.44
30362 - Paralegal/Legal Assistant II	23.68
30363 - Paralegal/Legal Assistant III	28.99
30364 - Paralegal/Legal Assistant IV	33.88
30375 - Petroleum Supply Specialist	26.63
30390 - Photo-Optics Technician	21.93
30395 - Radiation Control Technician	26.63
30461 - Technical Writer I	22.17
30462 - Technical Writer II	27.10
30463 - Technical Writer III	32.79
30491 - Unexploded Ordnance (UXO) Technician I	24.24
30492 - Unexploded Ordnance (UXO) Technician II	29.33
30493 - Unexploded Ordnance (UXO) Technician III	35.16
30494 - Unexploded (UXO) Safety Escort	24.24
30495 - Unexploded (UXO) Sweep Personnel	24.24
30501 - Weather Forecaster I	24.12
30502 - Weather Forecaster II	29.34
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.74
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 23.00
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.33
31020 - Bus Aide	8.15
31030 - Bus Driver	9.69
31043 - Driver Courier	8.97
31260 - Parking and Lot Attendant	8.93
31290 - Shuttle Bus Driver	9.99
31310 - Taxi Driver	9.43
31361 - Truckdriver, Light	9.78
31362 - Truckdriver, Medium	11.61
31363 - Truckdriver, Heavy	13.89
31364 - Truckdriver, Tractor-Trailer	13.89
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.30
99030 - Cashier	9.12
99050 - Desk Clerk	9.70
99095 - Embalmer	24.24
99130 - Flight Follower	24.24
99251 - Laboratory Animal Caretaker I	21.62
99252 - Laboratory Animal Caretaker II	22.67
99260 - Marketing Analyst	20.09
99310 - Mortician	24.24
99410 - Pest Controller	14.61
99510 - Photofinishing Worker	12.74
99710 - Recycling Laborer	13.02
99711 - Recycling Specialist	19.69
99730 - Refuse Collector	12.39
99810 - Sales Clerk	9.46
99820 - School Crossing Guard	16.14
99830 - Survey Party Chief	21.65
99831 - Surveying Aide	12.31
99832 - Surveying Technician	16.00
99840 - Vending Machine Attendant	21.84
99841 - Vending Machine Repairer	27.71
99842 - Vending Machine Repairer Helper	21.84

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.48 per hour or \$179.20 per week or \$776.53 per month

HEALTH & WELFARE EO 13706: \$4.18 per hour, or \$167.20 per week, or \$724.53 per month\*

\*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

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 4.174)

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 re-grading 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.

**\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\***

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**\*\* 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 (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). 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 the 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 U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

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 Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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" should be used to compare job definitions to ensure 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 (See 29 CFR 4.152(c)(1)).



## **Business Associate Contracts**

### **SAMPLE BUSINESS ASSOCIATE AGREEMENT PROVISIONS**

(Published January 25, 2013 by US Dept. of Health and Human Services)

#### **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]**



## SAMPLE CONTRACT

This sample is provided only for reference, and shall not be considered a final document during negotiation of offers and proposals.

CONTRACTUAL AGREEMENT  
GUAM BEHAVIORAL HEALTH AND WELLNESS CENTER  
DIVISION OF CHILDREN AND ADOLESCENT SERVICES  
AND

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GBHWC RFP 11- 2019

This AGREEMENT is made between the GUAM BEHAVIORAL HEALTH AND WELLNESS CENTER, Children and Adolescent Services Branch, an agency of the government of Guam, (GBHWC), whose office address is 790 Governor Carlos G. Camacho Road, Tamuning, Guam 96913, and \_\_\_\_\_, (Service Provider) licensed on Guam, a \_\_\_\_\_, whose office address is \_\_\_\_\_.

WHEREAS, the GBHWC issued a request for proposals, GBHWC RFP 11-2019, to competitively seek potential private or public, profit or non-profit organizations, companies of individuals providing management and operations of a short-term intensive psychiatric treatment stabilization 24-hour therapeutic group home for children and adolescents with serious mental illness or emotional disorders; and

WHEREAS, GBHWC intends to engage professional services of the Service Provider for the purpose of providing its therapeutic group home; and

WHEREAS, GBHWC has provided adequate public announcement of the need for such service through a Request for Proposal (GBHWC RFP 11-2019) 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, the award of this contract to the Service Provider has been made pursuant to a written finding by the GBHWC that the \_\_\_\_\_ is qualified based on the evaluation factors set forth in the request for proposal, and that negotiations of compensation have been determined to be fair and reasonable; and

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

#### SECTION I. INCORPORATION AND ORDER OF PRECEDENCE

GBHWC RFP 11-2019 and Service Provider's proposal are incorporated by reference into this Agreement as if fully-rewritten herein. In the event of any conflict among these documents, the following order and precedence shall apply:

- A. Any contract amendment(s) in reverse chronological order
- B. This Agreement itself inclusive of attachments.
- C. GBHWC RFP 03-2019
- D. Contractor's Proposal, inclusive of all signed forms

#### SECTION II. SCOPE OF WORK

Service Provider shall provide the services set forth in GBHWC RFP 11-2019. A copy of GBHWC RFP 11-2019 Section II Scope of Work is attached to this agreement as Attachment B for easy reference purposes.

#### SECTION III. CONTRACT TERM

- A. Initial Term.

The initial term contract shall begin upon the date that the Governor approves the contract, as signified by her execution of the contract (the "Effective Date" through September 30, 2020. (the "Initial Term"). After the Governor has approved the contract, GBHWC will issue a written notice to proceed notifying the Service Provider when performance of services is to begin.

- B. Renewal Term(s).

At the option of GBHWC, and satisfactory services in keeping with the with all the terms and conditions of the contract may be renewed for up to two (2) additional (1) year period(s); each being a renewal term ("Renewal Term") subject to appropriation, allocation and availability of funds.

- C. Multiple Term Contract/Multiple Certifications of Funds.

The Initial Term and any subsequent term(s) of this contract are subject to the availability of funds. The funds for the Initial Term of the contract may be pro-rated and certified as part of the execution of the contract. Each proceeding year of the contract will require a certification of funds by the Government of Guam. In the event that funds are not allocated, appropriated or otherwise made available to support continuation of performance in any period of time within the Initial Term, the contract shall be cancelled; however, this does not affect either the GBHWC's rights or the contractor's rights under any termination clause of the contract. The GBHWC shall

notify the contractor 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 cancellation of this multi-term contract as provided above, the contractor will be reimbursed its unamortized, reasonably incurred, nonrecurring costs.

There may be multiple certifications of funds by the GBHWC during any term of the contract.

#### SECTION IV. SERVICE PROVIDER'S COMPENSATION FOR SERVICES

##### A. Compensation.

(Intentionally Left Blank-To Be Completed at a Future Date)

##### B. Invoicing and Payments.

All compensation is to the appropriation, allocation and availability of funds, upon completion of the services and receipt of any deliverables and invoice in the form agreed to by the parties. Payment shall be based upon actual costs, as defined in 2GAR 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. The acceptance and payment of any invoice shall not be deemed a waiver of any of the GBHWC's rights under this Agreement.

##### C. Final Payment and Release of Claims.

The final payment shall be made upon satisfactory delivery and acceptance of all services herein specified and performed. Prior to final payment and as a condition precedent thereto, the contractor shall execute and deliver to the GBHWC a release, in the form provided by the GBHWC, of claims against the GBHWC and the government of Guam arising under and by virtue of the contract. Additionally, prior to final payment and as condition precedent thereto, the Service Provider shall ensure a smooth program transition back to GBHWC or to the new Service Provider identified by GBHWC; and shall immediately provide the GBHWC with all program related information, files, equipment, service contributions/program income (contributions, donations, and gifts) remaining balances and all other operational and administrative and service documents and/or tangible assets.

##### D. Allowable Costs. (Cost Reimbursement)

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

###### 1. Financial Records.

The 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.

2. Accounting Records.

The 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.

3. Internal Control.

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

4. Source Documentation.

The Service Provider shall support all accounting records with source documentation: account statement submitted every year upon renewal of contract to include, but not limited to, expenditures, cancelled checks, paid bills, payrolls, contract and sub-grant (as applicable) contract documents, and so forth. All costs invoiced by contract in this Agreement shall be reasonable, lawful, allocable, and accounted for in accordance with generally accepted accounting principles set forth in 2GAR Division 4 § 7101 or in any federal assistance instrument applicable to this Agreement.

5. Reimbursable Cost Principles.

The 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.

6. Allowable Cost.

Total allowable cost of the contract is the sum of allowable direct costs actually incurred in the performance of the contract 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 shall be actually incurred or

accrued and accounted for in accordance with generally accepted accounting principles.

7. **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 the Service Provider receives discounts, rebates and or other applicable credits accruing to or received by the Service Provider or any subcontractor under the contract, to the extent those credits are allocable to the allowable portion of the cost billed to the GBHWC; allowable costs shall be paid to the Contactor, net of all discounts, rebates and other such applicable credits. The Service Provider shall separately identify for each cost submitted for payment to the GBHWC the amount of cost that is allowable; shall identify all unallowable costs; or the Service Provider shall 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.

The Service Provider shall identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the GBHWC for payment and individually identify the amount as a discount, rebate or in case of other applicable credits, the nature of the credit. The GBHWC may permit the Service Provider to report this information on a less frequent basis than quarterly, but no less frequently than annually. The Service Provider shall identify the method by which it shall 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**

- A. The GBHWC assumes no liability for any accident or injury that may occur to the 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.
- B. The GBHWC shall not be liable to the Service Provider for any work performed by the Service Provider prior to the approval of this Agreement by the Governor of Guam and the 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**

- A. In the event that the Service Provider is a non-profit organization, the Service Provider shall comply with the reporting requirements set forth in P.L. 33-66 Chapter XIII Section 6 and this clause, or any subsequent public report requirement law(s). In the event one of

the Service Provider's subcontractors is a non-profit organization, the provisions of this clause shall also be deemed to apply to the Service Provider's subcontractor, and the Service Provider is obligated to submit its non-profit subcontractor's information in the same manner and time periods.

- B. The Service Provider shall maintain accurate financial records of all monies paid to it under this Agreement. The Service Provider shall provide to the GBHWC a budgetary breakdown by object category as to all services under this Agreement. An initial proposed budgetary breakdown is part of the proposal submission and negotiation, and the agreed cost proposal, budget, and staffing request are incorporated into the scope of services of this Agreement as part of Attachment B.
- C. The Service Provider shall provide to the GBHWC a quarterly report describing its activities during the reporting period and the results it achieved no later than ten (10) days after the end of each quarter.
- D. The Service Provider shall provide prior written notification to the 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 invoiced as part of the contract.
- E. The Service Provider shall provide access to duly authorized representative of the 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. The Service Provider shall upon written request by the 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.
- F. The Service Provider is subject to the Single Audit Rules and shall provide annually (as applicable) to GBHWC copies of its Audit Reports for all time periods covered as part of this Agreement.
- G. The Service Provider shall provide certified detailed inventory listing of each Fiscal Year's purchases under the contract to the 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.
- H. In the event the Service Provider fails to provide any reports or items set forth in this section to the GBHWC after prior written reasonable notice by the GBHWC to the Service Provider and the Service Provider's failure to fix the contract default, the GBHWC in addition to other contractual rights and remedies under this contract, may withhold payment that are invoiced under this Agreement by the Service Provider.

## SECTION VII. GBHWC AGREES TO THE FOLLOWING

- A. To Maintain oversight of the Service Provider's performance as the Service Provider.

## SECTION VIII. RESPONSIBILITY OF SERVICE PROVIDER

- A. The Service Provider shall be responsible for the professional and technical accuracy of all work and materials furnished under this Agreement. The Service Provider shall, without additional cost to the 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.
- B. The Service Provider shall devote its best efforts to the duties and responsibilities under the contract in accordance with the laws, rules, regulations and policies of the government of Guam.
- C. The GBHWC's review, approval, acceptance of, and payment of fees for services required under the contract, shall not be construed to operate as a waiver of any rights under the contract or of any cause of action arising out of the Service Provider's failure of performance, except as provided herein, and the Service Provider shall be, and remain liable, to the GBHWC for all direct costs which may be incurred by the GBHWC as result of the Service Provider's negligent performance of any of the services or work which are performed under the contract.

## SECTION IX. ACCESS TO RECORDS AND OTHER REVIEW

- A. The 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 the GBHWC, the Public Auditor, and any applicable Federal Granting Agency, Inspector General or its delegate. Each subcontract by the Service Provider pursuant to this Agreement shall include a provision containing the conditions of this Section.
- B. 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 shall be kept until all issues are resolved, or until the end of the regular three (3) year period, whichever is later.
- C. Records for non-expendable property acquired in whole or in part, with funds from this contract funds shall be retained for three (3) years after its final disposition.

- D. The Service Provider shall provide access to any project site(s) to the GBHWC, Guam Public Auditor 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 to the Service Provider's work or materials furnished hereunder shall be and remain the property of the GBHWC including all publication rights and copyright interests, and may be used by the GBHWC without any additional cost to the GBHWC.

#### SECTION XI. INDEMNITY

The Service Provider agrees to save and hold harmless the 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 the Service Provider, its officers, employees, servants, or agents, or if caused by the actions of any client of the Service Provider resulting in injury or damage to persons or property during the time when the Service Provider or any of 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 the Service Provider or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Service Provider, the Service Provider shall as soon as practicable but no later than two (2) days after it receives notice thereof, notify the Director of the GBHWC by certified mail.

#### SECTION XII. CHANGES

The 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

The 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. The Service Provider shall provide certificates of such insurance to the GBHWC when required and shall immediately report in writing to the GBHWC any insurance claims filed. The Service Provider is responsible for obtaining and maintaining the necessary coverage for the operation of this program.

- A. Workers Compensation Insurance in the form and amount required by the law or the government of Guam to cover all employees working in any capacity in executing this contract.
- B. Commercial General Liability on an “Occurrence Basis” with limits of liability not less than One Million Dollars (\$1,000,000) per occurrence and/or combined single-limit bodily injury and property damage. The Service Provider will 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) for bodily injuries or death per occurrence, and not less than Three Hundred Thousand Dollars (\$300,000) for damages to property. Such policy will insure the Government and their respective agents and employees with respect to liability as a result of the ownership, maintenance, use or operation of vehicles pursuant to the Agreement.
- C. Professional Liability Insurance in a form acceptable to the Government and with a limit of liability of not less than One Million dollars (1,000,000).

#### SECTION XIV. TERMINATION

##### A. Termination for Defaults:

###### 1. Default.

If the Service Provider refuses or fails to perform any of the provisions of this Agreement with such diligence as shall 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, the GBHWC may notify the Service Provider in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by the GBHWC, the GBHWC may terminate the 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, the GBHWC may procure similar professional services in a manner and upon terms deemed appropriate by the GBHWC. The Service Provider shall continue performance of this Agreement to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar professional services, goods or services.

###### 2. The Community Partner’s Duties.

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

###### 3. Compensation.

Payment for completed professional services delivered and accepted by the GBHWC shall be per Section IV Compensation for the Service Provider’s services.

The GBHWC may withhold from amounts due the Service Provider such sums as the GBHWC deems to be necessary to protect the GBHWC against loss because of outstanding liens or claims of former lien holders and to reimburse the GBHWC for the excess costs incurred in procuring similar professional services. The 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 the GBHWC's decision with regard to compensation.

4. Erroneous Termination for Default.

If, after notice of termination of the Service Provider's right to proceed under the provisions of this clause, it is determined for any reason that the 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.

5. 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.

6. Non-Profit Organization Special Reporting Requirements.

The Service Provider, if a non-profit organization subject to Section VI Special Reporting Requirements of Non-Profit Organizations (P.L. 33-66 Chapter XIII Section 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 the GBHWC pursuant to that section may after prior written reasonable notice to the Service Provider and the Service Provider's failure to cure the contract default, the 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 the Service Provider.

B. Termination for Convenience.

1. Termination.

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

2. The Service Provider's Obligations.

The Service Provider shall incur no further obligations in connection with the terminated professional services and on the date set in the notice of termination, the Service Provider shall stop work to the extent specified. The Service Provider shall also terminate outstanding orders and subcontracts as they relate to the terminated professional services. The Service Provider shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated professional services. The 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 is any deliverables and/or reports due per this Agreement, the Service Provider and the GBHWC shall meet and set up the delivery dates for those items not set forth in the written notice of termination.

3. Compensation.

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

4. Program Transition.

In the event of the termination under this Section XIV. Termination, the 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. The 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 other tangible assets or items to the GBHWC.

#### SECTION XV. PRODUCT OF SERVICE-COPYRIGHT

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

A. Disputes - Contractual Controversies.

The GBHWC and the 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 the Service Provider shall request the Director of GBHWC or his 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 their designee shall immediately furnish a copy of the decision to the Service Provider, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.

B. Absence of a Written Decision within Sixty Days.

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

C. Appeals to the Office of Public Accountability.

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

D. Disputes – Money Owed To or By the Government of Guam.

This subsection applies to appeals of the GBHWC's decision on a dispute. For money owed by or to the government of under this Agreement, the 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 (18) 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 the GBHWC under this Agreement, the Office of the Public Auditor has jurisdiction over the appeal from the decision of the GBHWC. Appeals to the Office of the Public Auditor shall be made within sixty (60) days of the GBHWC's decision or from the date the decision should have been made.

E. Exhaustion of Administrative Remedies.

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

F. Performance of Contract Pending Final Resolution by the Court.

The Service Provider shall comply with the 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 the Service Provider claims a material breach of this contract by the GBHWC. However, if the Director of the GBHWC determines in writing that continuation of services under this Agreement is essential to the

public's health or safety, then the Service Provider shall proceed diligently with performance of the contract notwithstanding any claim of material breach by the GBHWC.

## SECTION XVII. MANDATORY REPRESENTATIONS BY SERVICE PROVIDER

### A. Ethical Standards.

With respect to this procurement and any other contract that the Service Provider may have, or wish to enter into, with the GBHWC, the Service Provider represents that it has not knowingly influenced, and promises that it shall 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.

### B. Prohibition Against Gratuities and Kickbacks.

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

### C. Prohibition Against Contingent Fees.

The 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.

### D. 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;

The Service Provider warrants (1) that no person providing services on behalf of the 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 the 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 shall 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 the Service Provider is providing services that involve direct contact with the GBHWC consumers, customers or potential eligible receivers of the GBHWC community behavioral health wellness services all locations where there is contact with those individuals is considered for purposes of this clause in this contract “property of the government of Guam”.

E. Wage and Benefit Compliance – Service Provider Providing Services.

The 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 the 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. The 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 contract is awarded to the 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.

The 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. The Service Provider shall pay a minimum of ten (10) paid holidays per annum per employee.

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

The Service Provider agrees that any violation of the Service Provider’s obligations or its subcontractors obligations as set forth in this Section “Wage and Benefit Compliance Service Provider 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 the GBHWC may have under this procurement, in the event there is a violation in the process set forth in the preceding subsection, the Service Provider may be placed on probationary status by the Director of GBHWC, for a period of one (1) year. During the probationary status, the Service Provider shall not be awarded any contract by any instrumentality of the government of Guam. The Service Provider if it is placed on probationary status, or has been assessed a monetary penalty pursuant to this “Wage and Benefit Compliance Service Provider Providing Services Clause” may appeal

such penalty or probationary status to the Superior Court of Guam as set forth in 5 GCA § 5804.

The 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.

The Service Provider agrees to provide upon written request by the GBHWC written certification of its compliance with its obligations under this "Wage and Benefit Compliance Service Provider 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 the GBHWC, the Service Provider shall submit source documents as to those individuals that provide direct services in part or whole under this contract and its payments to them of such wages and benefits.

**F. Privacy Rights.**

The Service Provider will comply with all Federal and Guam laws and regulations as to the privacy rights of individuals and as to any records and information of individuals providing services under this contract, including but not limited to the following:

1. Health Insurance Portability and Accountability (HIPA)  
The Service Provider will comply with the Health Insurance Portability and Accountability Act (HIPAA of 1996, P.L. 104-1991) and the Federal "Standards for Privacy of Individually Identifiable "Health Information" promulgated under 45 CFR Part 160 and Part 164, Subparts A and E.
2. The Service Provider will ensure information obtained directly or directly from a recipient client under this contract will 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.

**G. Client Confidentiality.**

The Service Provider shall ensure information obtained directly or directly from a recipient client under this contract 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.

H. Confidentiality.

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

I. Technology Access For Blind or Visually Impaired.

The 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.

J. Equal Opportunity Nondiscrimination.

GBHWC is an equal opportunity employer and strictly adheres to a policy on non-discrimination activities in compliance with all applicable Federal and Guam laws in its labor practices and carries out all government programs and in such a manner that no person shall on the grounds of race, religion, color, sex, including sexual harassment and orientation, national origin, age, physical or mental disability, marital status or political affiliation and retaliation be excluded from participation in, and be denied the benefits of, or be subject to discrimination with respect to any program or activities. See Title VI of the Civil Rights Act of 1964 as amended and Presidential Executive Order 11246, as amended and other relevant Federal and Territorial requirements; and Governor of Guam Executive Order 2006-16.

The Service Provider shall assure that no person shall on the grounds of race, religion, color, sex, including sexual orientation, national origin, age, physical or mental disability, marital status or political affiliation and retaliation be excluded from participation in, be denied benefit of, or otherwise be subjected to discrimination under any program or activity under this Agreement.

Additionally, in keeping with Section II(4) of Governor of Guam E.O. 2006-16, the Service Provider shall meet the following contractual requirements:

1. In the event it is receiving then thousand dollars (\$10,000) or have more than fifty (50) or more employees, it shall develop an equal opportunity affirmative action plan, using standard guidelines established by the Guam Department of Labor, within sixty (60) days after the Effective Date of this Agreement. Furthermore, within ninety (90) days of the award and annually thereafter for the duration of the Agreement, Service Provider under this section shall submit affirmative action reports to the Guam Department of Labor.
2. In the event it is receiving less than ten thousand dollars (\$10,000) or has less than fifty (50) employees, it shall not be required to develop an equal opportunity affirmative action plan, except, however, Service Provider shall be strictly prohibited from discrimination on the basis of race, religion, color, sex, including

sexual orientation, national origin, age, physical or mental disability, marital status or political affiliation and retaliation.

3. Service Provider shall flow through the requirement in this Section V Equal Opportunity Nondiscrimination to its subcontractors.
4. Service Provider shall comply with all Federal and Guam laws and regulations including the Guam Department of Labor laws and regulations and (new) P.L. 33-64 Guam Employment Non-discrimination in Employment Act of 2015 codified as 22 GCA Chapter 5 Article 2, which additionally includes as unlawful employment practice or unlawful discrimination grounds race, sex (including gender identity or expression), age, religion, color, honorably discharged veteran and military status, sexual orientation, or ancestry. The definitions for “sexual orientation”, “gender identity or expression” and “veteran and military status” as set forth in 22 GCA §5202(h), (i) and (j). A Service Provider that is a “religious employer” in keeping with P.L. 33-64 §5(a) is exempt from the religious discrimination provisions of Title VII of the Civil Rights Act of 1964 as set forth in §5 in more detail. In the event Service Provider is part of Government of Guam (new) P.L. 33-64 is codified at 4 GCA Chapter 4, §4101(a) as amended.

If Service Provider is found not to be in compliance with the requirement in this Section V Equal Opportunity Non-discrimination during the life of this Agreement, this Service Provider agrees to make appropriate steps to correct these deficiencies.

5. Records Discrimination Against Status Offenders Prohibited.

The 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.

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

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

7. Drug and Smoke-Free Workplace.

The 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].

8. Social Security Number Confidentiality Act.

The 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.

9. 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.

The 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 the Service Provider is unable to employ due to the lack of individuals with disabilities who are able to work, the 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 the Service Provider is subject to review and inspection by the 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 shall be void and of no effect. This contract shall be binding upon the parties' respective successors and permitted assigns.

#### SECTION XIX. SUBCONTRACTING

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

#### SECTION XX. STATUS OF SERVICE PROVIDER

The Service Provider and its agents and employees are independent contractors and are not employees of the GBHWC. The Service Provider and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of the GBHWC vehicles, or any other benefit afforded to employees of the GBHWC as a result of this Agreement. The Service Provider acknowledges that all sums received hereunder are reportable by the Service Provider for tax purposes, including without limitation, self-employment and business income tax. The Service Provider agrees not to purport to bind the GBHWC unless the 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. The Service Provider shall maintain all licenses and permits during all times pertinent to this Agreement. The Service Provider is responsible for payment of all taxes under this Agreement. In the event the contract sets forth key personnel positions of stated experiences and training, the Service Provider agrees to maintain those individuals and or positions at all times pertinent to the contract.

## SECTION XXII. FORCE MAJEURE

The Service Provider and/or the GBHWC (other than its payment obligation) shall be excused from performance under this Agreement for any period that the Service provider or the 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 the Service Provider or the GBHWC have prudently and promptly acted to take any and all reasonably necessary preventive and/or corrective steps that are within the Service Provider's or the GBHWC's control to ensure that the Service Provider or the 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 the 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 the contract shall be deemed severable, and the unenforceability of any one or more provisions shall not affect the enforceability of any other provisions. In addition, if any provision of this contract is declared unenforceable, the parties shall 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 shall operate at a waiver of such right, power or remedy, and no waiver shall be effective unless it is in writing and signed by the waiving party. If either party waives any right, power or remedy, such waiver shall 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, the 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. PATENT, COPYRIGHT, TRADEMARK AND TRADE SECRET INDEMNIFICATION

- A. The 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 the Service Provider's trade secret infringement relating to any product or service provide under this Agreement, the 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:

1. Give the Service Provider prompt written notice of any claim;
  2. allow the Service Provider to control the defense or the settlement of the claim; and
  3. cooperate with the Service Provider in a reasonable way to facilitate the defense or settlement of the claim.
- B. If any product or service becomes, or in the Service Provider's opinion is likely to become the subject of a claim of infringement, the Service Provider shall at its option and expense:
1. Provide a procuring agency the right to continue to using the product or service;
  2. replace or modify the product or service so that it becomes non-infringing; or
  3. accept the return of the product or service, less the unpaid portion of the purchase price any other amounts due the Service Provider The Service Provider's obligations shall 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 XXX. APPROVAL OF SERVICE PROVIDER PERSONNEL

Personnel proposed in the Service Provider's written proposal to the GBHWC are considered material to any services or work performed under this Agreement. No changes in personnel shall be made by the Service Provider without the prior written consent of the GBHWC. Replacement of any of the Service Provider's personnel, if approved shall be with equal ability, experience and qualifications. The Service Provider shall 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. The GBHWC shall retain the right to request the removal of any of the Service Provider's personnel at any time. A penalty of ten percent (10%) of the monthly invoice amount shall be imposed for every month the Service Provider does not have the staff.

#### SECTION XXXI. 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.

## SECTION XXXII. PROPRIETARY INFORMATION

Proprietary information for the purpose of this Agreement is information relating to a party's research, development, trade secrets, business affairs, internal operations and management procedures and those of its customers, clients or affiliates, but does not include information lawfully obtained by third parties, which is in the public domain, or which is developed independently.

Neither party shall use or disclose directly or indirectly without prior written authorization any proprietary information concerning the other party obtained as a result of this contract. Any proprietary information removed from GBHWC's site by Service Provider in the course of providing services under this Agreement will be accorded at least the same precautions as are employed by Service Provider for similar information in the course of its own business.

## SECTION XXXIII. CONFLICT OF INTEREST

In keeping with 2 CFR §200.112 Service Provider agrees as follows:

During the term of this Agreement, Service Provider will not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with Service Provider fully performing its obligations under this Agreement.

Additionally, Service Provider acknowledges that, in governmental contracting, even the appearance of a conflict of interest is harmful to the interests of GBHWC.

Thus, Service Provider agrees to refrain from any practices, activities or relationships which could reasonably be considered to be in conflict with Service Provider's fully performing its obligations to GBHWC under the terms of this Agreement, without the prior written approval of GBHWC.

In the event that Service Provider is uncertain whether the appearance of a conflict of interest may reasonably exist, Service Provider shall submit to GBHWC a full disclosure statement setting forth the relevant details for GBHWC's consideration and direction. Failure to promptly submit a disclosure statement or to follow GBHWC's direction in regard to the apparent conflict will be grounds for termination of the contract.

Further, Service Provider will maintain a written code of standards governing the performance of its agent(s) engaged in the award and administration of contracts.

Neither Service Provider nor its agent(s) shall participate in the selection, or in the award or administration of a contract or subcontract supported by Federal or Local funds under this Agreement, if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

The employee, officer or agent: Any member of the employee's immediate family (which includes a spouse, children, parents, brothers and sisters, grandparents and grandchildren, mothers-in-law and fathers-in-law, brothers-in-law and sisters-in-law, daughters-in-law and sons-

in-law. Stepsiblings, stepchildren and stepparents shall also be regarded as immediate family. 5 GCA Ch 5 Article 11 Section 5610 (g) Immediate Family (P.L. 31-016)];

The employee's partner; or an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

Neither Service Provider nor its agent(s) will solicit nor accept gratuities, favors, or anything of monetary value from Service Provider's potential subcontractor's, or parties to sub-agreements.

Service Provider will comply with Ethics in Public Contracting 5 GCA Chapter 5 Article 11 Ethics in Public Contracting and 2 GAR Division 4 Chapter 11.

(Signature Page Follows)

# ANNUAL COST PROPOSAL RFP 11-2019

**FORM F**

Offeror: \_\_\_\_\_

Page 1 of 2

**The cost/budget amount is the same for each year of the contract.**

Category	Hourly Rate (for A & B)	Year One	Year Two	Year Three
<b>A. Personnel</b>				
(Attach Staffing Pattern)		\$	\$	
		\$	\$	
<b>Total Personnel</b>		<b>\$</b>	<b>\$</b>	
<b>B. Benefits</b>		\$	\$	
		\$	\$	
<b>Total Benefits</b>		<b>\$</b>	<b>\$</b>	
<b>C. Travel</b>				
		\$	\$	
<b>Total Travel</b>		<b>\$</b>	<b>\$</b>	
<b>D. Supplies, Equipment, and Other</b>				
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
<b>Total Supplies, Equipment, and Other</b>		<b>\$</b>	<b>\$</b>	
<b>E. Contractual</b>				
		\$	\$	
		\$	\$	
		\$	\$	
<b>Total Contractual</b>		<b>\$</b>	<b>\$</b>	
<b>TOTAL PROPOSED BUDGET</b>		<b>\$</b>	<b>\$</b>	

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Offer Amount: \_\_\_\_\_

(Same Amount for each contract year)

Cost Proposal  Declined \_\_\_\_\_  
(Reason)

Cost Proposal  Accepted

Comments/Counter offer/Negotiation:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Accepted and agreed as negotiated by:

**GBHWC:**

**Offeror:**

By: \_\_\_\_\_ By: \_\_\_\_\_  
(Signature & Date) (Signature & Date)

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

**GBHWC DIRECTOR'S APPROVAL**

Offer is accepted and terms negotiated approved: \_\_\_\_\_

Director Date