

CONTRACTUAL AGREEMENT  
BETWEEN  
GUAM BEHAVIORAL HEALTH AND WELLNESS CENTER  
AND  
LATTE TREATMENT CENTER, LLC

DEPT  
16-087594  
RECEIVED  
DEC 21 2016  
Bureau of Budget and  
Management Research

Regarding Providing Professional Services for Management and Operations  
Of

A Short Term Intensive Psychiatric Treatment Stabilization  
24-Hour Therapeutic Group Home for Children and Adolescents  
With Serious Mental Illness and/or Emotional Disorders

rec'd H: BDMR  
12/23/16 JBS  
GBHWC-DO#12201618;  
FEB 22 2017  
rec'd 4:30pm JBS  
DO#122017160 JBS

GBHWC RFP 03- 2015

This AGREEMENT is made between the GUAM BEHAVIORAL HEALTH AND WELLNESS CENTER, Child Adolescent Services Division (CASD), I Famagu'on-ta, Guam System of Care for children and youth, an agency of the GOVERNMENT OF GUAM, (hereinafter called the GBHWC), whose office address is 790 Governor Carlos G. Camacho Road, Tamuning, Guam 96913, and Latte Treatment Center, LLC (hereinafter called the Service Provider) whose office address is HC1 Box 17500 Inarajan, Guam 96915.

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

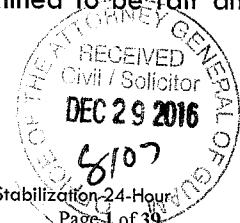
WHEREAS, the GBHWC requested proposals for the management and operations of a short term intensive psychiatric treatment stabilization 24- hour therapeutic group home for children and adolescent with serious mental illness or emotional disorders; and

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

WHEREAS, the GBHWC has provided adequate public announcement of the need for such service through a Request for Proposal (GBHWC RFP 03-2015) describing the type of services required and specifying the type of information and data required of each offer and the relative importance of particular qualifications; and

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

WHEREAS, the award of this Contract to the Service Provider has been made pursuant to a written finding by the GBHWC that the Service Provider 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;



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

## SECTION I.

### PURPOSE

To provide short term intensive psychiatric stabilization treatment and related mental health services in a therapeutic group home (TGH) setting to children and youth between the ages of nine (9) to seventeen (17).

## SECTION II.

### SCOPE OF WORK

The following specifications outline the requirements for the proposed short-term intensive psychiatric stabilization treatment program, which the Guam Behavioral Health and Wellness Center (GBHWC), Child Adolescent Services Division (CASD), I Famagu'on-ta, Guam System of Care for children and youth, expect to be adhered to and implemented when the contract is awarded.

To provide short term intensive psychiatric stabilization treatment and related mental health services in a therapeutic group home (TGH) setting to children and youth between the ages of nine (9) to seventeen (17).

- A. Services for the consumers shall include, but not limited to the following: intensive short-term psychiatric treatment and stabilization, medication management, case-management services to assist consumers with their needs as identified in their Individualized Service Plan or Wrap Plan as developed by the Child-Family Wrap Team. Afterschool day treatment addressing socialization, positive behavior and coping skills, community and independent living skills training, self-care, assistance with school assignment, and if applicable; vocational skills training and recreational activities integrated with community and I Famagu'on-ta sponsored activities. Individual and family support counseling to include parent-training modules that address the child's specific mental health needs, in an ethnically-culturally, and linguistically appropriate manner for successful return home.
- B. Referral and Admission: This is a restrictive therapeutic setting and referral for admission must be considered only after all other non or least restrictive alternatives to assisting and supporting the child in his/her natural environment has been fully accessed and exhausted, and it is in the best interest of the minor to be removed from his/her natural environment for a short term intensive psychiatric stabilization treatment. Enrolled consumer of CASD/I Famagu'on-ta may be referred for admission to the TGH upon GBHWC psychiatric and clinical assessment to include the assessment tools of the Child Adolescent Needs and Strengths (CANS) and the Child Adolescent Service Intensity Instrument (CASII) indicating the need for the restrictive placement and Child and Family Wrap Team justification that all other means to help the minor have been fully explored, provided, and this restrictive setting is now deemed necessary, and the minor and family have been well informed of the

recommendation and are in agreement with the Wrap Team members that the minor would benefit from the short-term intensive psychiatric stabilization placement.

Non-enrolled referrals to the TGH must first be enrolled in I Famagu'on-ta and must be actively receiving wraparound services for at least 120 days prior to referral to TGH. Exception may be made upon the discretion of the wrap team managing the care of the minor and the GBHWC Director or designee. Referral to TGH must include GBHWC psychiatric and clinical assessment, including the CANS and CASII, and the Child and Family Wrap Team justification that all other means to help the child have been fully explored and provided, and the child and family are in agreement with the Wrap Team that the minor would benefit from this short-term intensive psychiatric stabilization placement.

GBHWC must be informed of any arrangements of tours or visits to the facility for potential consumers seeking service placement. For confidentiality purposes, coordination of such visits should be made with GBHWC in advance. This does not preclude to the fact that potential consumers must be active with CASD and receiving intensive wrap around services for 4 months prior to referral, approved exceptions by the GBHWC Director or designee.

C. Written parental consent is required prior to referral of the child to the TGH program.

D. Educational Instruction:

1. The Service Provider shall work with the child's educational institution in supporting the child's educational instruction in the least restrictive environment in accordance with the student's Individualized Educational Plan (IEP). All consumers should be subject to an IEP that dictates appropriate services.
2. Consumers currently obtaining their educational instruction from the Rays of Hope Facility shall be transitioned to their home school in accordance with their IEP and subject to a transition plan developed in partnership with GBHWC, GDOE, Service Provider and parents.
3. The Service Provider shall provide a six-month plan to transition the current students attending Rays of Hope back to the school district. The Service Provider shall provide training to GDOE staff to support transition back to school in regards to behavioral planning and responses.
4. Should any consumer, admitted into the TGH intensive psychiatric stabilization treatment program is determined by the Child and Family Wrap Team to need a school setting currently unavailable in the GDOE, the Service Provider shall allow access for brief educational instruction in the TGH and work collaboratively with the Child and Family Wrap Team and the GDOE to return the child back to his/her school district.

E. Maximum Enrollment in the TGH shall be no more than ten (10) minors and no more than ten (10) bed space for each minor at any given time.

- F. Length of Stay. Since this is a restrictive placement setting, maximum stay shall not exceed twelve (12) months. The Service Provider shall have a discharge transition plan developed on each child addressing the status of the child's comprehensive treatment at three (3) months, and at (6) months, and shall implement the full discharge no later than twelfth (12) month from the admission date.
- G. Monthly Reporting Requirement: The Service Provider shall submit a comprehensive monthly progress report relevant to the goals and objectives in the ISP of each client currently in treatment. In addition, a summary report on all the clients in treatment must accompany the invoice showing a full breakdown of the treatment cost for payment to be executed. Monthly reports will be reconciled and verified during monthly meetings between the Service Provider and the CASD Administrator.
- H. Development of Individual Service Plan (ISP)/Wrap Plan shall be a collaborative effort of the child's treating psychiatrist, the Service Provider clinical team and the Child and Family Wrap Team at initial acceptance into program prior to placement unless an exemption is determined by GBHWC. The ISP shall include behavioral management plans and safety plans.
- I. Discharge Planning: Discharge planning shall start upon admission addressing the intensive treatment plan, anticipated outcome, and the anticipated discharge date. This report shall be submitted to the Child and Family Wrap Team beginning at thirty (30) to forty-five (45) days after admission. The discharge plan shall include aftercare services, which include a comprehensive safety plan and supports for the child and parents during the transition period of up to sixty (60) days within the maximum twelve (12) month period.
- J. Policies and Procedures. The Service Provider 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 Service Provider 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 consumer 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 and prior to the execution of the contract.
- K. TGH Staff: The staff of the TGH facility shall include a program manager or supervisor, a BSW social worker/caseworker 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 Service Provider shall provide staffing pattern adequate for staff to consumer ratio.
- L. Licensing Requirements: The Service Provider 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 Service Provider 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 provision of services.

- M. Service Providers: All professional service 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 provision of services.
- N. 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 Service Provider shall comply at all times with federal and local statute on patient's confidentiality and HIPAA rules and regulations.
- O. Licensed Registered Nurse. The Service Provider 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.
- P. 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, 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.
- Q. Manpower Resources. The Service Provider is responsible for the recruitment, hiring, training and contracting of appropriate program supports to effectively operate and manage a 24-hour/7 days a week TGH.
- R. The Service Provider 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.
- S. 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 Service Provider must provide GBHWC prior to provision of services 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.



- T. Affidavit of Charges and Disposition. The Service Providers who have been charged legally must submit an affidavit outlining the charges and dispositions to include statement of innocence and court clearances.
- U. 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.
- V. Program staff shall possess valid and appropriate Guam Driver's license for operating a vehicle transporting consumers.
- W. Admission of TGH consumers into CIU. The Service Provider'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.
- X. The Service Provider shall bill all applicable charges to include but not limited to pharmaceuticals, durable medical equipment (DME) and professional services, except mental/behavioral health services already covered by this contract, to the consumer's health insurance such as Medicaid, MIP, Tri-Care or other third party-payor. In the event of denial of payment, the Service Provider 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.
- Y. Rooming and Grouping of Consumers. The Service Provider 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 Service Provider 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.
- Z. Incident Reports. The Service Provider shall report any incident concerning the 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 Service Provider 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.

- AA. Reporting Abuse and Neglect. The Service Provider shall orally report any suspected incident of abuse or neglect of children immediately to 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 Service Provider 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 within thirty (30) days after the execution of the contract.

- BB. Hazard-free and Clean Environment. The Service Provider 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 Service Provider a copy of the Housing Safety Inspection Checklist (HSIC) that will be used.

- CC. Transportation. The Service Provider 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 establishments, 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.

- DD. 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.

- EE. 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, Dialectic Behavior Therapy, etc., is applied to the consumers of TGH and reflected in the Service Provider's operation and administration of TGH at all times.

The Service Provider shall submit a record of the best practice trainings that staff have completed with training dates, staff initials with their position title, and the conductor of the training.

- FF. 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.

GG. GBHWC Access for Inspections. The GBHWC Director or designee shall inform the Service Provider of authorized GBHWC personnel conducting Regulatory functions shall have access to enter the home providing services for the children and youth at all times.

HH. Staff Training and Competency. Program staff must be trained on the System of Care Philosophy, Core Values and Guiding Principles, (Public Law 25-141) 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 consumers. TGH programs must emphasize the goals of recovery and successful outcomes of the client.

The Service Provider shall arrange for the System of Care training for its staff through GBHWC/CASD/I Famagu'on-ta upon notification of the award.

II. 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 approach
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

JJ. Minimum Services must include but not limited to the following:

a. Operational Services:

1. Securing facility to operate the TGH and services
2. Purchase and management of supplies, food and filtered water
3. The maintenance of the interior and exterior of the facility and grounds.

b. Services to consumers shall include the following support services:

1. 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.

2. Nutritional Services: Provide nutritious meals approved by the nutritionist throughout the intensive stabilization treatment placement of the child.
3. 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.
4. Behavioral Management: Child to increasingly control emotional and behavioral functioning so that transition to a less restrictive level of care can be actualized.
5. Problem Solving: Child's increased ability to identify and discuss problems in a timely and appropriate manner.
6. Encouragement and Validation: Child is encouraged to self-advocate, to have a voice and choice in his/her treatment.
7. Personal Safety Awareness: Ensure that all safety issues are assessed, appropriately managed and documented.
8. 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.
9. Supportive Counseling. Child to have access to supportive counseling to learn appropriate and acceptable behaviors and assistance in the resolution of personal problems.
10. 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.
11. Vocational Development: For age appropriate consumers and in accordance to consumer's Wrap Plan, Service Provider shall work with the Guam 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 consumer in obtaining employment.

12. 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.
13. 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.
14. Money Management: Child to learn basic skills on personal budget with increasingly reduced supervision.
15. Child is encouraged to participate in Community Based and Home-based activities as applicable.
16. Child is given the opportunity and support to participate in spiritual activities in accordance with the family's cultural and religious beliefs.
17. Participate in activities and functions of I Famagu'on-ta and CASD, as applicable.

### SECTION III. CONTRACT TERM

III.1. Initial Term. The initial term contract shall begin upon the date that the Governor approves the contract, as signified by his execution of the contract (the "Initial Term"). After the Governor has approved the contract, the government will issue a written notice to proceed notify the Service Provider services are to begin. The Initial Term of the contract shall end September 30, 2018.

III.2. Renewal Terms. At the option of the government, and as agreed to by the Service Provider, the contract may be renewed for one (1) additional year (being a "Renewal Term"). Upon expiration of the Renewal Term, this contract shall expire, unless sooner terminated.

III.3. Monthly Extension Periods. At the option of the government, and as agreed to by the Service Provider, the contract may be extended after the Renewal Term on a month-to-month basis (each being a "Monthly Extension Period"), to begin immediately after the expiration of the Renewal Term, provided that in no event may the parties agree to more than six (6) Monthly Extension Periods. The Monthly Extension Periods may be agreed to by the parties only if the government is unable to continue the services under a new contract after a new solicitation and procurement is undertaken by the government.

III.4. 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 GBHW's rights or the Service Providers rights under any termination clause



of the contract. GBHW shall notify the Service Provider 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 Service Provider will be reimbursed its unamortized, reasonably incurred, nonrecurring costs.

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

##### IV.1. Annual and Monthly Compensation.

Service Provider's compensation shall be in a total annual amount not to exceed the amount of One Million One Hundred Forty Thousand Five Hundred Fifty-Six Dollars and Forty Cents (\$1,140,556.40) and the monthly not to exceed amount of which eight (8) payments are \$95,046.37 and four (4) payments are \$95,046.36 for all years of the contract including the option year and any monthly extension for no more than the agreed staffing and budget as set forth in "Exhibit A" attached hereto and incorporated herein. The annual and monthly compensation is subject to satisfactory performance from the service provider for no more than ten (10) consumers at any given time per month as set forth in more detail in Exhibit A. Funds are subject to availability, allocation, and appropriation.

##### IV.2. Invoicing and Payments.

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

##### IV.3. Final Payment.

The GBHWC shall make final payment delivery and acceptance of all services mentioned herein specified and performed. Prior to final payment and as a condition precedent thereto, the Service Provider shall execute and deliver to the GBHWC a release, in a 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.

##### IV.4. Allowable Costs – Cost Reimbursement.



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

a. 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.

b. 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.

c. 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.

d. Source Documentation.

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 (as applicable) contract documents, and so forth. All costs invoiced by contract in this Agreement must be reasonable, lawful, allocable, and accounted for in accordance with generally accepted accounting principles set forth in 2 GAR Division 4 § 7101 or in any federal assistance instrument applicable to this Agreement.

e. Reimbursable Cost Principles.

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.

f. 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 must be actually incurred or accrued and accounted for in accordance with generally accepted accounting principles.

g. Applicable Credits.

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

The Service Provider must 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 monthly, but no less frequently than annually. The Service Provider must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract.

SECTION V.

THE GOVERNMENT IS NOT LIABLE

V.1. 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.

V.2. 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

VI.1. 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. 32-181 Chapter XIII Section 71-77 Chapter XIII § 11 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.

VI.2. 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 request for proposal, and the agreed cost proposal, budget, staffing request and are incorporated into the scope of services of this Agreement as part of Attachment A.

VI.3. 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 twenty (20) days after the end of each Quarter of the fiscal year.

VI.4 The Service Provider must 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 invoices as part of the contract.

VI.5. 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.

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

VI.7. 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.

VI.8. In the event the Service Provider fails to timely 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 cure the contract default, the GBHWC in addition to other contractual rights and remedies under this contract, may withhold payment of Ten Percent (10%) of any amounts that are invoiced under this Agreement by the Service Provider.

## SECTION VII. GBHWC AGREES TO THE FOLLOWING

VII.1. Maintain oversight of the Service Provider's performance in administering the GBHWC therapeutic group home for children and adolescents.



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

## SECTION VIII. RESPONSIBILITY OF SERVICE PROVIDER

VIII.1. 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.

VIII.2. 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.

VIII.3. 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

IX.1. 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.

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

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

IX.4. The Service Provider shall provide access to any project site(s) to the GBHWC, Guam Public Auditor and in the event there are federal funds, the federal granting agency or its designated Inspector General or their authorized representative. The rights of access in this section shall not be limited to the required retention period but shall last as long as the records are kept.

SECTION X.  
OWNERSHIP OF DOCUMENTS

All briefs, memoranda and incidental 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 the 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.

SECTION XIV.  
TERMINATION





#### XIV.1. Termination for Defaults:

- a. **Default.** If the Service Provider refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this Agreement, 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.
- b. **The Service Provider'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.
- c. **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.
- d. **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.
- e. **Additional Rights and Remedies.** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- f. **Non-Profit Organization Special Reporting Requirements.** The Service Provider, if a non-profit organization subject to Section VI Special Reporting Requirements of Non-Profit Organizations (P.L. 32-181 Chapter XIII Section 71-77 Chapter XIII § 11) 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.

#### XIV.2. Termination for Convenience.

- a. 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.
- b. 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 will 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.

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

#### XIV.3 Program Transition.

In the event of the termination under this Section XIV. Termination, 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 GHWC 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.



#### XVI.1. 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.

#### XVI.2. 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.

#### XVI.3. 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.

#### XVI.4. 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 must be made within sixty (60) days of the GBHWC's decision or from the date the decision should have been made.

#### XVI.5. 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.

#### XVI.6. 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

XVII.1. 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 will not knowingly influence, any government employee to breach any of the ethical standards set forth in the Guam Procurement Law and in any of the Guam Procurement Regulations.

XVII.2. Prohibition Against Gratuities and Kickbacks.

With respect to this procurement and any other contract that 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 will not violate the prohibition against gratuities and kickbacks set forth in the Guam Procurement Regulations.

XVII.3. 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.

XVII.4. Prohibition of Employment of Sex Offenders.

Pursuant to 5 G.C.A. § 5253: No person convicted of a sex offense under the provisions of 9 GCA Chapter 25, or an offense as defined in GCA Chapter 28 Article 28, on Guam, or an offense in any jurisdiction which includes, at a minimum, all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the government of Guam, shall work for his employer on the property of the government of Guam other than a public highway;

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 will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.

For the purposes of this "Prohibition of Employment of Sex Offenders Clause" in the event 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 are considered for purposes of this clause in this contract "property of the government of Guam".

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

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 Providers Providing Service's Clause" shall be investigated by the Guam Department of Labor and may include a monetary penalty assessment by the Guam Department of Labor of no less than One Hundred Dollars (\$100.00) per day, and no more than One Thousand Dollars (\$1,000.00) per day, until such time as a violation has been corrected, as well as the payment of all back wages and benefits due.

In addition to any and all other breach of contract actions 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 Providers 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 Providers Providing Services Clause" as part of each invoice, along with the names of any employees, their positions, and detailed wage and benefits paid in keeping with this section. Additionally, upon request by 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.

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

The Service Provider shall 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.

#### XVII.7. 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.

The GBHWC and the Service Provider as part of this procurement are entering into a Business Associate Agreement as set forth in GBHWC RFP Form D.

#### XVII.8. 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.

#### XVII.9. 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.



#### XVII.10. Equal Opportunity Compliance.

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

#### XVII.11. 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.

#### XVII.12. 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

#### XVII.13. 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].

#### XVII.14. 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.

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

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 and 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 will be void and of no effect. This contract will 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 Service Providers performing professional services for the GBHWC 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



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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 will be deemed severable, and the unenforceability of any one or more provisions will not affect the enforceability of any other provisions. In addition, if any provision of this contract is declared unenforceable, the parties will substitute an enforceable provision that to the maximum extent possible in accordance with applicable law, preserves the original intentions and economic positions of the parties.

#### SECTION XXIV.

##### ENFORCEMENT OF AGREEMENT

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

#### SECTION XXV.

##### NO WAIVER

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

SECTION XXVI.  
APPLICABLE LAW

The laws of Guam shall govern this Agreement, without giving effect to its choice of laws provisions. Venue shall be proper only in a Guam court of competent jurisdiction. By execution of this Agreement, 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.  
INCORPORATION AND ORDER OF PRECEDENCE

The Request for Proposal GBHWC No. 03-2015 and the Service Provider's proposal are incorporated by reference into this Agreement and are made part of this Agreement. In the event of any conflict among these documents, the following order or precedence shall apply:

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

SECTION XXX.  
PATENT, COPYRIGHT, TRADEMARK AND TRADE SECRET INDEMNIFICATION

XXX.1. 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:

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

XXX.2. If any product or service becomes, or in 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:

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

#### SECTION XXXI.

##### APPROVAL OF SERVICE PROVIDER PERSONNEL

Personnel proposed in 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 will 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 will be with equal ability, experience and qualifications. The Service Provider will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project or program immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. 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 will be imposed for every month the Service Provider does not have the staff

#### SECTION XXXII.

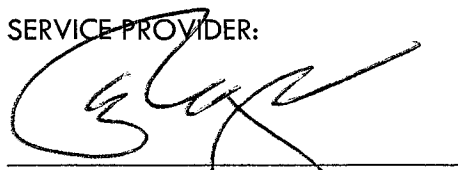
##### SURVIVAL

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

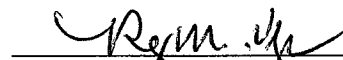
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IN WITNESS WHEREOF, the parties have entered into this Agreement on the dates indicated by their respective names.

SERVICE PROVIDER:

  
Latte Treatment Center, LLC  
Eddy J. Reyes, Administrator  
Date: 11-21-16

GOVERNMENT OF GUAM:

  
Guam Behavioral Health and Wellness Center  
Rey M. Vega, Director  
Date: 11/25/16

CERTIFIED FUNDS AVAILABLE:

Account No.: 5329A170600MA002-290


Amount: ~~\$1,400,000.00~~ \$500,000 (for 1 year (5) months)


Vendor #: L0092578

Period Covering: 10/01/2016 – 09/30/2017


CLEARED THROUGH BBMR'S REVIEW:

**CLEARED PER  
BBMR'S REVIEW**

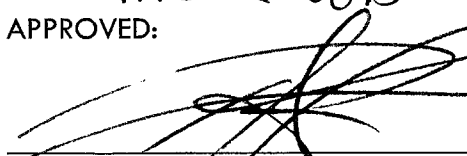
  
Department of Administration  
Christine Wan Pal Baletto, Director  
Date: 12/21/16

  
Bureau of Budget, Management Research  
Jose S. Calvo, Director  
Date: DEC 27 2016

APPROVED AS TO LEGALITY AND FORM:

  
Attorney General of Guam  
Elizabeth Barret-Anderson,  
Date: 2/21/17

GBHWC 16-0875  
APPROVED:

  
RAYMOND S. TENORIO  
Acting Governor of Guam  
Date: 2/24/2017



FEB 22 2017  
12:42pm 28  
DO# 22017140 28

**RECEIVED**  
109pm  
DEC 21 2016

Bureau of Budget and  
Management Research

Rec'd 12/28/16 fr. BBMR  
GBHWC DO# 122016187

DEPARTMENT OF ADMINISTRATION DIVISION OF ACCOUNTS	
Registration Date	<u>02/24/2017</u>
Registered No.	<u>C170600630</u>
Vendor Book No.	<u>L009 2578</u>
Registered By	<u>18/07/2017</u>

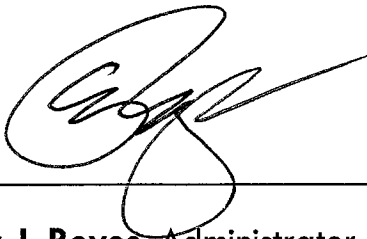
# EXHIBIT A

## Annual and Monthly Amount

The parties agree to the annual compensation in the amount of One Million One Hundred Forty Thousand Five Hundred Fifty-Six Dollars and Forty Cents (\$1,140,556.40) and twelve (12) monthly payments of which eight (8) payments are Ninety-Five Thousand Forty-Six Dollars and Thirty-Seven Cents (\$95,046.37) and four (4) payments are Ninety-Five Thousand Forty-Six Dollars and Thirty-Six Cents (\$95,046.36) for all years of the contract including any option year renewal and monthly extension as set forth in more detail in the Annual Program Cost. The annual compensation is for no more than ten (10) consumers at any given time per month. The annual compensation is based on availability, allocation and appropriation of funds; and is subject to satisfactory performance of Service Provider.

The Annual Program Cost and Staffing will remain the same as set forth for fiscal years 2016, 2017, 2018, for fiscal year 2019 option year renewal, and any one month extension under this agreement.

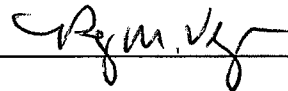
### AGREED TO BY:



**Eddy J. Reyes, Administrator**

Latte Treatment Center, LLC

Date: 11-21-16



**Rey M. Vega, Director**

Guam Behavioral Health and Wellness Center

Date: 11/25/16



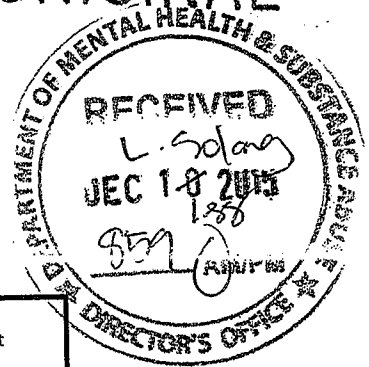
ORIGINAL

GUAM BEHAVIORAL  
HEALTH AND WELLNESS  
CENTER

GBH RFP FORM F

ANNUAL PROGRAM COST: Initial Cost Based Proposal for 3 years

GBHWC RFP 0-2015 Therapeutic Group Home for Children and Adolescents



Classification and Account Codes	Years 1 - 3 FY 16, FY 17, and FY 18 Annual Budget	Justification, Rational or Comment
<b>Personnel &amp; Benefits Costs (110/111)</b>		
Salaries	\$ 515,304.22	
FICA Taxes	\$ 67,964.06	
Health & Welfare	\$ 135,928.12	
Overtime	\$ -	
Subtotal (110/111)	\$ 719,196.40	(attached proposed staffing plan)
<b>Operations</b>		
<b>TRAVEL (220)</b>		
Local Mileage	\$ -	
Off-Island Travel	\$ -	
Subtotal (220)		
<b>CONTRACTUAL (230/233/270/271)</b>		
Professional Services	\$ 140,200.00	Psychiatry, Psychology, Nutrition, Nurse
Taxes	\$ 45,000.00	GRT
Equipment Maintenance	\$ 5,000.00	Computers, TVs, Copy, Laundry, Appliances
Lease Equipment	\$ 3,000.00	Copy machines
Office Space Rental	\$ -	
Training	\$ 5,000.00	Staff training, CPR, SCM, other
Payroll Service Fees	\$ 1,000.00	
Insurance	\$ 9,000.00	
Printing	\$ 1,200.00	Office printing
Audit	\$ 3,000.00	Accounting
Trash Removal	\$ 7,200.00	
Building maintenance	\$ 8,000.00	Acs, plumbing, electrical, other
Grounds maintenance	\$ 2,400.00	
Workman's Comp.	\$ 4,000.00	
Drug Testing	\$ 200.00	
Subtotal (230/233/270/271)	\$ 234,200.00	
<b>SUPPLIES AND MATERIALS (240)</b>		
Office /Computer Supplies	\$ 3,000.00	
Household Supplies	\$ 5,000.00	
Food	\$ 77,000.00	
Fuel	\$ 9,000.00	
Subtotal (240)	\$ 94,000.00	
<b>EQUIPMENT (250) (under \$5000.00)</b>		
List Equipment (under \$5000.00)		(Attach List or quotation)
Vehicles and Insurance	\$ 10,000.00	
computers, phones, TV's VCR's, cameras, furniture	\$ 3,000.00	
Subtotal (250)	\$ 13,000.00	

Rey M. Vega

Exhibit A Page 2

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<b>MISCELLANEOUS (290)</b>		
List Miscellaneous	\$	-
Subtotal (290)	\$	-
<b>Utilities (360 - 363)</b>		
Power	\$	8,000.00
Water/Sewer	\$	2,160.00
Telephone/Cable/Internet/Fax	\$	10,000.00
Subtotal (360 - 363)	\$	20,160.00
<b>Capital Outlay (450) (over \$5000)</b>		
List Capital Outlay (over \$5000)		(Attach List or quotation)
Property and Building	\$	60,000.00
Subtotal (290)	\$	60,000.00
<b>TOTALS</b>	\$	1,140,556.40
# Employees		20

Type of Contract: FFP

Offer Amount: \$ 1,140,556.40

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

Submitted by:  
(Offeror)

EDAT J. REYES 11 Dec 15

Accepted by:  
(GBHWC Negotiation Panel Chairperson)

Date

12/14/15

Approved by:  
(GBHWC Director)

Date

1/20/16

Date

GBHWC RFP 03-2015 (8/19/15)

Short Term Intensive Psychiatric Treatment Stabilization 24-hour Therapeutic Group Home for Children/Adolescents

Rey M. Vega

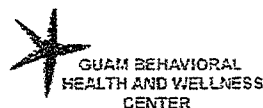
Exhibit A Page 3

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ANNUAL PROGRAM COST: Initial Term for 3 years

GBH RFP FORM F

GBHWC RFP 0-2015 Therapeutic Group Home for Children and Adolescents

Classification and Account Codes	Years 1 - 3 FY 16, FY 17, and FY 18 Annual Budget	Justification, Rational or Comment
<b>Personnel &amp; Benefits Costs (110/111)</b>		
Salaries	\$ 515,304.22	
FICA Taxes	\$ 67,964.06	
Health & Welfare	\$ 135,928.12	
Overtime	\$ -	
Subtotal (110/111)	\$ 719,196.40	(attached proposed staffing plan)
<b>Operations</b>		
<b>TRAVEL (220)</b>		
Local Mileage	\$ -	
Off-Island Travel	\$ -	
Subtotal (220)		
<b>CONTRACTUAL (230/233/270/271)</b>		
Professional Services	\$ 140,200.00	Psychiatry, Psychology, Nutrition, Nurse
Taxes	\$ 45,000.00	GRT
Equipment Maintenance	\$ 5,000.00	Computers, TVs, Copy, Laundry, Appliances
Lease Equipment	\$ 3,000.00	Copy machines
Office Space Rental	\$ -	
Training	\$ 5,000.00	Staff training, CPR, SCM, other
Payroll Service Fees	\$ 1,000.00	
Insurance	\$ 9,000.00	
Printing	\$ 1,200.00	Office printing
Audit	\$ 3,000.00	Accounting
Trash Removal	\$ 7,200.00	
Building maintenance	\$ 8,000.00	Acs, plumbing, electrical, other
Grounds maintenance	\$ 2,400.00	
Workman's Comp.	\$ 4,000.00	
Drug Testing	\$ 200.00	
Subtotal (230/233/270/271)	\$ 234,200.00	
<b>SUPPLIES AND MATERIALS (240)</b>		
Office /Computer Supplies	\$ 3,000.00	
Household Supplies	\$ 5,000.00	
Food	\$ 77,000.00	
Fuel	\$ 9,000.00	
Subtotal (240)	\$ 94,000.00	
<b>EQUIPMENT (250) (under \$5000.00)</b>		
List Equipment (under \$5000.00)		(Attach List or quotation)
Vehicles and Insurance	\$ 10,000.00	
computers, phones, TV's VCR's, cameras, furniture	\$ 3,000.00	
Subtotal (250)	\$ 13,000.00	

Rey M. Vega

Exhibit A Page 34



<b>MISCELLANEOUS (290)</b>		
List Miscellaneous	\$	-
Subtotal (290)	\$	-
<b>Utilities (360 - 363)</b>		
Power	\$	8,000.00
Water/Sewer	\$	2,160.00
Telephone/Cable/Internet/Fax	\$	10,000.00
Subtotal (360 - 363)	\$	20,160.00
<b>Capital Outlay (450) (over \$5000)</b>		
List Capital Outlay (over \$5000)		(Attach List or quotation)
Property and Building	\$	60,000.00
Subtotal (290)	\$	60,000.00
<b>TOTALS</b>	\$	1,140,556.40
# Employees		20

Type of Contract: FFP

Offer Amount: \$ 1,140,556.40

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

Submitted by:  
(Offeror)

Accepted by:  
(GBHWC Negotiation Panel Chairperson)

Approved by:  
(GBHWC Director)

*[Signature]* EDDY J. REYES 11 Dec 15  
Date  
*[Signature]* 12/11/15  
Date  
*[Signature]* 1/20/16  
Date

GBHWC RFP 03-2015 (8/19/15)

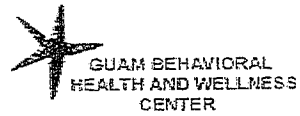
Short Term Intensive Psychiatric Treatment Stabilization 24-hour Therapeutic Group Home for Children/Adolescents

Rey M. Vega

Exhibit A Page ~~4~~ 5

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ANNUAL PROGRAM COST: Initial Cost Based Proposal for 1 Year Renewal  
GBHWC RFP 0-2015 Therapeutic Group Home for Children and Adolescents

GBH RFP FORM F

Classification and Account Codes	Option for 1 Year Renewal Annual Budget	FY 19	Justification, Rational or Comment
<b>Personnel &amp; Benefits Costs (110/111)</b>			
Salaries	\$	515,304.22	
FICA Taxes	\$	67,964.06	
Health & Welfare	\$	135,928.12	
Overtime	\$	-	
Subtotal (110/111)	\$	719,196.40	(attached proposed staffing plan)
<b>Operations</b>			
<b>TRAVEL (220)</b>			
Local Mileage	\$	-	
Off-Island Travel	\$	-	
Subtotal (220)			
<b>CONTRACTUAL (230/233/270/271)</b>			
Professional Services	\$	140,200.00	Psychiatry, Psychology, Nutrition, Nurse
Taxes	\$	45,000.00	GRT
Equipment Maintenance	\$	5,000.00	Computers, TVs, Copy, Laundry, Appliances
Lease Equipment	\$	3,000.00	Copy machines
Office Space Rental	\$	-	
Training	\$	5,000.00	Staff training, CPR, SCM, other
Payroll Service Fees	\$	1,000.00	
Insurance	\$	9,000.00	
Printing	\$	1,200.00	Office printing
Audit	\$	3,000.00	Accounting
Trash Removal	\$	7,200.00	
Building maintenance	\$	8,000.00	Acs, plumbing, electrical, other
Grounds maintenance	\$	2,400.00	
Workman's Comp.	\$	4,000.00	
Drug Testing	\$	200.00	
Subtotal (230/233/270/271)	\$	234,200.00	
<b>SUPPLIES AND MATERIALS (240)</b>			
Office /Computer Supplies	\$	3,000.00	
Household Supplies	\$	5,000.00	
Food	\$	77,000.00	
Fuel	\$	9,000.00	
Subtotal (240)	\$	94,000.00	
<b>EQUIPMENT (250) (under \$5000.00)</b>			
List Equipment (under \$5000.00)			(Attach List or quotation)
Vehicles and Insurance	\$	10,000.00	
computers, phones, TV's VCR's, cameras, furniture	\$	3,000.00	
Subtotal (250)	\$	13,000.00	

Exhibit A page 6

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<b>MISCELLANEOUS (290)</b>		
List Miscellaneous	\$	-
Subtotal (290)	\$	-
<b>Utilities (360 - 363)</b>		
Power	\$	8,000.00
Water/Sewer	\$	2,160.00
Telephone/Cable/Internet/Fax	\$	10,000.00
Subtotal (360 - 363)	\$	20,160.00
<b>Capital Outlay (450) (over \$5000)</b>		
List Capital Outlay (over \$5000)		(Attach List or quotation)
Property and Building	\$	60,000.00
Subtotal (290)	\$	60,000.00
<b>TOTALS</b>	\$	1,140,556.40
# Employees		20

Type of Contract: FFP

Offer Amount: \$ 1,140,556.40

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

Submitted by:  
(Offeror)

Accepted by:  
(GBHWC Negotiation Panel Chairperson)

Approved by:  
(GBHWC Director)

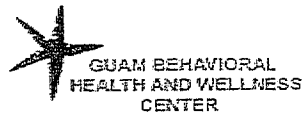
*[Signature]* EDDY J. RETES 1/27/16  
Date  
*[Signature]* 1/27/16  
Date  
*[Signature]* 3/23/16  
Date

GBHWC RFP 03-2015 (8/19/15)

Short Term Intensive Psychiatric Treatment Stabilization 24-hour Therapeutic Group Home for Children/Adolescents

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ANNUAL PROGRAM COST: Initial Term for 1 Year Renewal

GBH RFP FORM F

GBHWC RFP 0-2015 Therapeutic Group Home for Children and Adolescents

Classification and Account Codes	Option for 1 Year Renewal Annual Budget	FY 19	Justification, Rational or Comment
<b>Personnel &amp; Benefits Costs (110/111)</b>			
Salaries	\$	515,304.22	
FICA Taxes	\$	67,964.06	
Health & Welfare	\$	135,928.12	
Overtime	\$	-	
Subtotal (110/111)	\$	719,196.40	(attached proposed staffing plan)
<b>Operations</b>			
<b>TRAVEL (220)</b>			
Local Mileage	\$	-	
Off-Island Travel	\$	-	
Subtotal (220)			
<b>CONTRACTUAL (230/233/270/271)</b>			
Professional Services	\$	140,200.00	Psychiatry, Psychology, Nutrition, Nurse
Taxes	\$	45,000.00	GRT
Equipment Maintenance	\$	5,000.00	Computers, TVs, Copy, Laundry, Appliances
Lease Equipment	\$	3,000.00	Copy machines
Office Space Rental	\$	-	
Training	\$	5,000.00	Staff training, CPR, SCM, other
Payroll Service Fees	\$	1,000.00	
Insurance	\$	9,000.00	
Printing	\$	1,200.00	Office printing
Audit	\$	3,000.00	Accounting
Trash Removal	\$	7,200.00	
Building maintenance	\$	8,000.00	Acs, plumbing, electrical, other
Grounds maintenance	\$	2,400.00	
Workman's Comp.	\$	4,000.00	
Drug Testing	\$	200.00	
Subtotal (230/233/270/271)	\$	234,200.00	
<b>SUPPLIES AND MATERIALS (240)</b>			
Office /Computer Supplies	\$	3,000.00	
Household Supplies	\$	5,000.00	
Food	\$	77,000.00	
Fuel	\$	9,000.00	
Subtotal (240)	\$	94,000.00	
<b>EQUIPMENT (250) (under \$5000.00)</b>			
List Equipment (under \$5000.00)			(Attach List or quotation)
Vehicles and Insurance	\$	10,000.00	
computers, phones, TV's VCR's, cameras, furniture	\$	3,000.00	
Subtotal (250)	\$	13,000.00	

Exhibit A page 8

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<b>MISCELLANEOUS (290)</b>		
List Miscellaneous	\$	-
Subtotal (290)	\$	-
<b>Utilities (360 - 363)</b>		
Power	\$	8,000.00
Water/Sewer	\$	2,160.00
Telephone/Cable/Internet/Fax	\$	10,000.00
Subtotal (360 - 363)	\$	20,160.00
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Property and Building	\$	60,000.00
Subtotal (290)	\$	60,000.00
<b>TOTALS</b>	\$	1,140,556.40
# Employees		20

Type of Contract: FFP

Offer Amount: \$ 1,140,556.40

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

Submitted by:  
(Offeror)

Accepted by:  
(GBHWC Negotiation Panel Chairperson)

Approved by:  
(GBHWC Director)

*[Signature]* EDDY J. REYES 1/27/16  
Date  
*[Signature]* 1/27/16  
Date  
*[Signature]* 3/23/16  
Date

GBHWC RFP 03-2015 (8/19/15)

Short Term Intensive Psychiatric Treatment Stabilization 24-hour Therapeutic Group Home for Children/Adolescents

Exhibit A pg 9

*[Signature]*

# Latte Treatment Center, LLC

## FTE

<b>CEO</b>	0.5	70,000.00	
Admin/HR	0.5	65,000.00	
Program/QI Director	0.5	17,550.00	
Social Worker	1	65,000.00	
Case Manager	1	42,000.00	Per discussion on 12/9/2015 SW and CM were separated
Shift Supervisor	1	46,000.00	

				Hourly wage	H&W	Hrs/year @40/wk	Total 1 FTE
Psych Tech Day 1 rate = Nurs Asist III	1	34,486.40					
Psych Tech Day 1 rate = Nurs Asist II	1	32,385.60	Nurse Assistant I	10.03	4.27	2080	29744.00
Psych Tech Day 1 rate = Nurs Asist II	1	32,385.60	Nurse Assistant II	11.3	4.27	2080	32385.6
Psych Tech Day 2 rate = Nurs Asist III	1	34,486.40	Nurse Assistant III	12.31	4.27	2080	34486.4
Psych Tech Day 2 rate = Nurs Asist II	1	32,385.60					
Psych Tech Day 2 rate = Nurs Asist II	1	32,385.60					
Psych Tech Eve 1 rate = Nurs Asist III	1	34,486.40					
Psych Tech Eve 1 rate = Nurs Asist II	1	32,385.60					
Psych Tech Eve 2 rate = Nurs Asist II	1	32,385.60					
Psych Tech Eve 2 rate = Nurs Asist II	1	32,385.60					
Psych Tech/Night Watch NA I	1	29,744.00					
Psych Tech/Night Watch NA I	1	29,744.00					
Support Staff	1	24,000.00					
<b>Total</b>	<b>17.5</b>	<b>719,196.40</b>					
MD/Psychiatrist/Med Dir - Contractor	0.2	48,000.00					Not to Exceed
Nurse-Contractor	0.2	15,000.00					
Psychotherapist - Contractor	1	50,000.00					Not to Exceed
Psychologist - Contractor	0.2	14,400.00					
OT/PT/Speech/Dietician-Contractor	0.2	4,000.00					
Accountant/Bookkeeping	0.1	8,800.00					
<b>Total</b>	<b>1.9</b>	<b>140,200.00</b>					

*Regan*

GAHWC RFP 03-2015  
Exhibit A page 10  
Page 3 of 3

## Budget Considerations

We currently have three direct care employees that have been with us for more than 5 years with no break in service.

0 – 2.5 years. Nursing Assistant I

2.5 – 5 years. Nursing Assistant II

5 – 8 years. Nursing Assistant III

12221 - Nursing Assistant I	10.03
12222 - Nursing Assistant II	11.30
12223 - Nursing Assistant III	12.31
12224 - Nursing Assistant IV	13.84
27101 Guard I	7.37
27102 Guard II	10.90
01111 General Clerk I	10.29
01112 General Clerk II	11.28
01113 General Clerk III	12.32
12072 Licensed Practical Nurse I	14.14
12073 Licensed Practical Nurse II	15.81
12074 Licensed Practical Nurse III	17.63

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

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

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

Other budgetary considerations:

Health Certificate 100.00 per employee per year

Flu shot up to 75.00 per employee per year.

Rey M. Vega

Exhibit A Page 12