DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES (DPHSS)
DIVISION OF SENIOR CITIZENS (DSC)

ADULT DAY CARE (ADC) SERVICES PROGRAM

REQUEST FOR PROPOSAL SPECIFICATIONS
RFP/DPHSS-2014-002

Anticipated Service Period: This procurement is to procure Adult Day Care Services Program services. The initial term of the contract shall be one (1) year from the date the Governor has signed the contract, with an option for renewal for up to two (2) additional one (1) year periods, upon the option of the Government.

The Adult Day Care (ADC) Services Program is funded by the United States Department of Health and Human Services, Administration for Community Living, through the Older Americans Act, as amended, Grant Number: 15AAGUT3SS, Catalog of Federal Domestic Assistance (CFDA) Number 93.044, Title III-B, Supportive Services and local Government of Guam funds.

Final Version

RFP REGISTRATION FORM

DIVISION OF SENIOR CITIZENS
Department of Public Health and Social Services
123 Chalan Kareta, Mangilao, Guam 96913

RFP SUBMISSION DEADLINE:
No later than 3:00 p.m., Monday, July 7, 2014.

Official communications, clarifications and amendments to the RFP will be sent to all registered potential offerors. ***The Division of Senior Citizens, Department of Public Health and Social Services (DSC, DPHSS) shall not be liable for failure to provide notice to any party who does not officially register contact information***. The potential offerors must legibly complete and submit the original **RFP REGISTRATION FORM** to the DSC, DPHSS.

REQUEST FOR PROPOSALS (RFP) RFP/DPHSS-2014-002 Adult Day Care Services Program			
ORGANIZATION:			
CONTACT PERSON AND POSITION TITLE:			
PHYSICAL ADDRESS:			
MAILING ADDRESS:			
EMAIL ADDRESS:			
TELEPHONE:			
FASCIMILE:			
TO BE COMPLETED BY STAFF OF THE DSC, DPHSS.			
DATE SUBMITTED:		**TIME SUBMITTED:**	
RECEIVED BY:			

CONTROL NO.: 2014-DSC-ADC-_____

All potential offerors, those who come in person to the DSC, DPHSS to pick up a hard copy of the published RFP and those who download the RFP on-line, shall be assigned a Control Number upon receipt of this official **RFP REGISTRATION FORM** by the DSC, DPHSS.

ADULT DAY CARE (ADC) SERVICES

REQUEST FOR PROPOSAL RFP/DPHSS-2014-002

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I. GENERAL INFORMATION

1. **AUTHORITY**
Department of Health and Human Services, Administration for Community Living, Older Americans Act of 1965 (Older Americans Act Amendments, as amended) Public Law 109-365 and Title III-B Supportive Services Federal funds Grant Number: 15AAGUT3SS for Fiscal year 2015, Catalog of Federal Domestic Assistance (CFDA) Number 93.044, and Title 45 Code of Federal Regulations (CFR), Part 92.

2. **TYPE OF SERVICES OR PROGRAM**
Adult Day Care (ADC) Services for individuals age 60 and older.

3. **PURPOSE OF REQUEST FOR PROPOSALS**
To provide services to eligible older individuals who have been determined to be functionally impaired and are at risk of institutionalization, and to provide respite services for families and caregivers of these individuals.

4. **CONTRACTING ENTITY**
Government of Guam
Department of Public Health and Social Services (DPH&SS)
Division of Senior Citizens (DSC)

5. **NUMBER OF CLIENTS TO BE SERVED**
Approximately 94 clients at any given time of the day at authorized Centers.

6. **TERM OF SERVICES REQUIRED**
The effective date of any award shall be the date of signature by the Governor. The initial term of the contract shall be from the effective date through September 30, 2015, with an option for renewal up to two (2) additional one (1) year periods, upon the option of the Government.

Additionally there shall be a special monthly extension period after the final renewal term on a month to month basis (each being a "Monthly Extension Period"), to begin immediately after the expiration of the final renewal period, 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 uninterrupted under a new contract after a new solicitation and procurement undertaken by the Government.

The term of contract and special Monthly Extension Period, are subject to the availability of funds from fiscal year to fiscal year and the Government's determination of its best interest.

In the event funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled and the contractor shall be reimbursed or the reasonable value of any non-recurring costs incurred but not amortized in price of supplies or services delivered under the contract.

7. **CONTRACTING AUTHORITY**
Title 2, Guam Administrative Rules and Regulations (GAR), Division 4, §2112; Title 5, Guam Code Annotated (GCA) §5121 entitled "Authority to Contract for Certain Services and Approval of Contracts".

8. **TYPE OF CONTRACT**
Cost-Reimbursement Cost Contract, Title 2 GAR Division 4, §3119(e)(3).

9. **INTRODUCTION**
The Adult Day Care (ADC) Services is funded by the Department of Health and Human Services, Administration for Community Living, through the Older Americans Act, as amended, Grant Number: 15AAGUT3SS, CFDA Number 93.044, Title III-B Supportive Services and local Government of Guam funds.

10. **RFP SPECIFICATIONS.** These RFP specifications were drafted by personnel of the Division of Senior Citizens to include the Senior Citizens Administrator and Program Coordinators of the DPH&SS, DSC.

11. **CONTACT INDIVIDUAL**
Mr. Melvin D. Cruz
Program Coordinator III
Division of Senior Citizens, DPH&SS
Telephone: 735-7011
Fax: 735-7416

II. INSTRUCTIONS TO THE OFFERORS

The offeror shall follow all instructions contained in this Request for Proposal (RFP) packet according to the format provided.

1. **COVER LETTER.** A cover letter shall accompany the response to the RFP identifying it as the official response to the DPH&SS, DSC RFP, citing the date of publication of the RFP, the RFP Number and published program name. The cover letter shall contain assurances of the following:

   a. The organization understands the requirements and provisions of the "Request for Proposal" and any changes thereto, and is willing and able to provide the services specified in the RFP.

b. The organization accepts responsibility to be in compliance with all applicable rules, regulations, statutes, and laws pertaining to the program, inclusive of procurement rules and regulations and compliance requirements as stipulated by the Government, DPH&SS, DSC.

c. The organization retains and shall retain the financial capability to provide the required services of this program.

d. The **providers of Adult Day Care (ADC) Services must be public or non-profit agencies** [42 USC 3026(a)(8)(C)] as referenced in Section 306(a)(8)(C) of the Older Americans Act of 1965 as amended and Office of Management and Budget (OMB) Circular A-133, Compliance Supplement, Aging Cluster, E, 3.

e. The organization is legally qualified to contract with the Government of Guam.

f. The organization has not filed for, nor is in the process of filing for bankruptcy.

g. The organization has not retained a person to solicit or secure a Territorial contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

h. The organization ensures that its employees who directly provide the services which are subject to this agreement and whose occupational titles are listed in the Wage Determination issued by the U.S. Department of Labor as made applicable to Guam by Title 5 GCA §5801, now receive or will receive wages and benefits accordingly. The organization will comply with the Federal regulations on Wage Determination and will be solely responsible for submitting Standard Form 98, if positions are not listed on the current Wage Determination List.

i. The organization ensures compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, P.L. 104-191 and the Federal "Standards for Privacy of Individually Identifiable Health Information" promulgated thereunder at 45 CFR Parts 160 and 164.

j. The Cover Letter must acknowledge receipts of all amendments to this RFP.

k. The organization ensures compliance relative to preventing the inappropriate disclosure and misappropriation of social security numbers (Ref. Article 7, Title 5 GCA, Chapter 32).

l. The offeror is strictly prohibited from employing convicted sex offenders to work directly with clients (Ref. 5 GCA §5253). The provisions of P.L. 28-98 also apply.

m. Each Offeror may only submit one (1) proposal. Multiple offers or alternative offers will be rejected.

2. **REGISTRATION REQUIRED.** DPH&SS maintains a procurement registration log and has a contact registration card process. Only registered potential offerors may submit proposals in this procurement. Official communications, clarifications and amendments to the RFP will be sent to all registered potential offerors. Receipt and acknowledgment of all RFP amendments is required of all offerors submitting proposals. The DPHSS, DSC shall not be liable for failure to provide notice to any party who do not register contact information.

3. **MANDATORY FORMS.** The Guam Procurement Law requires each offeror to make a number of disclosures. Some of the disclosures are required for an offeror to qualify to submit a bid or a proposal. An explanation of each disclosure follows. For the offeror's ease in making these required disclosures, the purchasing agency is providing sample disclosure forms. They must be completed and included with the proposal. The forms are attached to Section XV. Appendix of Mandatory Forms. ***Failure to complete and submit the forms will automatically disqualify the offeror's submission to this RFP, as being non-responsive***. All notarized affidavits must be prepared no earlier than 30 days prior to submission. Furthermore, all disclosure forms submitted by the offeror awarded the contract will be open to public inspection and copying.

a. **Offeror's Profile (Appendix A-1).** The offeror shall provide background information on as to its official name, location, average number of employees, contact information, offeror's program personnel to manage the program, type of offeror, date of incorporation, and the number of years the offeror has been in business.

b. **Affidavit Disclosing Ownership and Commissions (Appendix A-2).** As a condition of bidding and doing business with the government, an offeror must disclose in the form of an affidavit the names of all persons owning more than ten percent (10%) of the outstanding interest of the offeror's business during the twelve-month period immediately preceding the date the proposal is submitted, including the percentage owned by each such person or entity. The same affidavit must also disclose the identity of anyone who has received or is entitled to receive a commission, gratuity, percentage, brokerage or other compensation or contingent arrangement for procuring a contract with the purchasing agency or for assisting the offeror in obtaining business related to this Request for Proposals, and the value or amounts. Please note that commissions, gratuities, percentages, contingency fees, or other compensation for the purposes stated herein are

prohibited by Guam law, except that this prohibition does not apply to fees payable by the offeror upon contracts or sales secured or made through *bona fide* established commercial or selling agencies maintained by the offeror for the purpose of securing business.

c. **Affidavit re Non-Collusion (Appendix A-3).** The offeror must represent that its offer is genuine and not a sham and that the offeror is not in collusion with others, and that the offeror has not colluded, conspired, connived or agreed, directly or indirectly with any other person or offeror to put in a sham proposal, or to fix the cost of the contract, or to secure any advantage against the government or any person interested in the contract.

d. **Affidavit re No Gratuities or Kickbacks (Appendix A-4).** The offeror must represent, pursuant to Title 2 GAR, Division 4, §11107(e), that it has not violated, is not violating, and promises that it will not violate, the prohibition against gratuities and kickbacks set forth in the Guam Procurement Law. The prohibition is as follows: It is a breach of ethical standards for any person to offer, give, or agree to give any government employee or former government employee, or for any government employee or former government employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal thereof. Further, it shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement of the award of a subcontract or order.

e. **Affidavit re Ethical Standards (Appendix A-5).** The offeror must represent, pursuant to Title 2 GAR, Division 4 §11103(b), that it has not knowingly influenced, and promises that it will not knowingly influence, a government employee to breach any of the ethical standards set out in Guam's procurement code or regulation pertaining to ethics in public contracting.

f. **Affidavit re Contingent Fees (Appendix A-6).** The offeror must represent, pursuant to Title 2 GAR, Division 4, §11108(f) and §11108(h), that it has not retained any person or agency on a percentage, commission, or other contingent arrangements to secure a contract with

the government; nor has it retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

g. **Declaration re Compliance with U.S. Department of Labor (DOL) Wage Determination for Guam (Appendix A-7).** The offeror must represent that it pays its employees, and provides health and similar benefits, in accordance with the most recent Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. DOL for such labor as is employed in the direct delivery of contract deliverables to the government of Guam. The actual USDOL Wage Determination, No. 2005-2147 Revision No.: 14, Date of Rev: 06/13/2012 is an attachment to this form.

4. **MANDATORY FEDERAL PROGRAM FORMS.** The purchasing agency is providing the additional Mandatory Federal Program Forms samples. They must be completed and included with the RFP. The forms are attached in Section XVI. Appendix of Mandatory Federal Program Forms. ***Failure to complete and submit the forms will automatically disqualify the offeror's submission to this RFP, as being non-responsive.*** Furthermore, all Mandatory Federal Program Forms submitted by the offeror awarded the contract will be open to public inspection and copying. The Mandatory Federal Program Forms include the following:

a. Limited English Proficiency Certification (Appendix B-1);

b. Certification of Non-Discrimination (Appendix B-2);

c. Civil Rights Requirements (Appendix B-3);

d. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Appendix B-4); and

e. Compliance with Federal Laws and Regulations (Appendix B-5).

5. **REQUIRED SIGNATURE.** The authorized official of the submitting organization shall sign all copies of the cover letter to the proposal. If the offeror is an entity other than a sole proprietor, the entity shall designate an official to act on behalf of the entity in submitting its proposal. The designation shall be made as a resolution and memorialized in minutes, as may be appropriate. A copy of the resolution or minutes shall be attached to the cover letter. ***Failure to comply with this provision will automatically disqualify the offeror's submission to this RFP, as being non-responsive.***

6. **SUBMISSION:**

a. The proposal shall be typewritten, be complete and technically accurate at the time of submission. The proposal shall be submitted on standard white paper and be clipped, stapled, or bound and submitted in a sealed envelope.

b. Envelope(s) shall be sealed and labeled indicating the following:

REQUEST FOR PROPOSAL
TO BE OPENED BY AUTHORIZED PERSONS ONLY
RFP Number RFP/DPHSS-2014-002
Adult Day Care (ADC) Services

Submission Date: _____
Submission Time: _____
Received By: _____
DSC Personnel

c. **DO NOT FAX PROPOSAL.** **An original and seven (7) copies** of the proposal shall be submitted. Proposals shall be mailed or delivered to the DPH&SS, DSC. Mailed proposals shall be received on or before the deadline. If delivered, ensure that the envelope containing the proposals is date-stamped by the DPH&SS, DSC personnel.

MAIL TO:
Mr. Arthur U. San Agustin, MHR
Senior Citizens Administrator
Division of Senior Citizens
123 Chalan Kareta
Mangilao, Guam 96913-6304

DELIVER TO:
Mr. Arthur U. San Agustin, MHR
Senior Citizens Administrator
Division of Senior Citizens
130 University Drive
Suite 8 University Castle Mall
Mangilao, Guam 96913

7. **DEADLINE:**

a. **An original and seven (7) copies** of the proposal shall be delivered to the Division of Senior Citizens Office located at 130 University Drive, Suite 8 University Castle Mall, Mangilao, Guam 96913, **no later than 3:00 p.m., Monday, July 7, 2014.**

b. **DPH&SS, DSC SHALL NOT EVALUATE PROPOSALS RECEIVED AFTER THE DATE AND TIME SPECIFIED.**

8. **RIGHT TO REJECT OFFERS AND CANCEL THE PROCUREMENT.** DPH&SS shall have the right to reject all proposals, or individual proposal in whole or in part,

and/or cancel this procurement if it is determined to be in the best interest of the DPH&SS.

9. **TAXES.** Offerors are cautioned that they are subject to Guam Income Taxes as well as all other taxes on Guam transactions. Specific information on taxes may be obtained from the Director of Revenue and Taxation. It is the policy of the Government of Guam to award proposals to offerors duly authorized and licensed to conduct business in Guam.

III. CONTRACTING INFORMATION.

Pursuant to Title 2 GAR Division 4, §3114, Competitive Selection Procedures for Services Specified in §2112 (Authority to Contract for Certain Services and Approval of Contracts), the Director, DPH&SS has determined in writing prior to announcing the RFP that services required meet all requirements of this section.

1. **FEDERAL FUNDS.** This procurement is funded with federal and local funds. The Federal grant funds are from the United States Department of Health and Human Services, Administration for Community Living, Supportive Services: Adult Day Care Services. The Grant Document Numbers are: 15AAGUT3SS, 16AAGUT3SS and 17AAGUT3SP for Fiscal Years 2015, 2016 and 2017 respectively. The CFDA Number is 93.044 Title III-B, Supportive Services. The Notice of Grant Award for the above funds incorporates in its terms and conditions the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local, and Tribal Governments under Title 45 CFR, Part 92. The above mentioned federal laws and regulations are incorporated herein as if fully re-written and offeror agrees to abide by them in addition to all other applicable federal and Guam laws and regulations and the Department of Public Health and Social Services, Division of Senior Citizens processes and program requirements, including but not limited to the 2012-2015 Guam Four Year State Plan on Aging.

   The Federal grant funds and local Government of Guam funds are anticipated to be received with regards to this procurement as part of the annual appropriation for DPH&SS is required to be provided in that they are a recurring service which Guam has agreed to provide as documented in their submission of Guam's Four Year State Plan on Aging for 2012-2015 and subsequently approved by U.S. Health Secretary for Aging.

2. **TYPE OF CONTRACT.** Cost-Reimbursement Cost Contract will be entered with the offeror [Ref. 2 GAR Division 4, §3119(e)(3)].

   A review of proposed offeror's accounting system by DPH&SS is part of this procurement. The proposed offeror's accounting system must permit timely development of all necessary cost data in the form required, and the system must adequately allocate costs in accordance with generally accepted accounting

principles as required by the federal grant and 2 GAR Division 4 Chapter 7 Cost Principles.

3. **TERM OF SERVICES REQUIRED.** The effective date of any award shall be the date of signature by the Governor. The initial term of the contract shall be from the effective date through September 30, 2015, with an option for renewal up to two (2) additional one (1) year periods, upon the option of the Government.

   Additionally there shall be a special monthly extension period after the final renewal term on a month to month basis (each being a "Monthly Extension Period"), to begin immediately after the expiration of the final renewal period, 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 uninterrupted under a new contract after a new solicitation and procurement undertaken by the Government.

   The term of contract and special Monthly Extension Period, are subject to the availability of funds from fiscal year to fiscal year and the Government's determination of its best interest.

   In the event funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled and the contractor shall be reimbursed or the reasonable value of any non-recurring costs incurred but not amortized in price of supplies or services delivered under the contract.

4. **DEBARMENT OR SUSPENSION:**

   a. Any offeror whose previous contract for any Title III Aging Program service was terminated by the Government for cause prior to the completion of the contract, shall not be eligible to submit a proposal under this RFP pursuant to Title 5 GCA, Article 9, §5426 and as otherwise provided for by law, rule or regulation.

   b. Causes for debarment or suspension of an offeror pursuant to Title 5 GCA, Article 9, §5426 includes:

      (1) Violation of the ethical standards set forth in Title 5 GCA, Article 11, Part B, §5628 through 5633; and
      (2) Filing a frivolous or fraudulent petition, protest or appeal under §5425(e), §5426(f), or §5427(e) of Title 5 GCA, Article 9.

IV. PROPOSAL PROCESS

1. RECEIPT AND HANDLING OF PROPOSALS:

a. **Registration.** Proposals and modifications shall be time-stamped upon receipt and held in a secure place until the established due date. Proposals shall not be opened publicly nor disclosed to unauthorized persons, but shall be opened in the presence of two (2) or more procurement officials. A Register of Proposals shall be established which shall include for all proposals, the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the services offered. The Register of Proposals shall be opened to public inspection only after award of the contract. Proposals of offerors who are not awarded the contract shall not be opened to public inspection.

b. **Requests of Non-Disclosure of Trade Secrets and Proprietary Data.** If the offeror selected for award has requested in writing the non-disclosure of trade secrets and other proprietary data so identified, the head of the agency conducting the procurement or a designee of such office shall examine the request in the proposal to determine its validity prior to entering negotiations. If the parties do not agree as to the disclosure of data in the contract, the head of the agency conducting the procurement or a designee of such officer shall inform the offeror in writing what portion of the proposal will be disclosed and that, unless the offeror withdraws the proposals or protests under 5 GCA Chapter 5 Article 9 (Legal and Contractual Remedies) of the Guam Procurement Act, the proposal will be so disclosed.

c. **Clarification of Specifications.** Discrepancies, omissions, or doubts as to the meaning of the specifications shall be communicated in writing to the named contact individual of the contracting entity for interpretation. Offerors shall act promptly and allow sufficient time for a reply to reach them before the submission of their proposal. Interpretation, if required, shall be in the form of a modification to the specifications and forwarded to all prospective offerors, and its receipt acknowledged by the offeror on the proposal form.

d. **Non-Obligation of the DPH&SS.** This RFP does not obligate the DPH&SS, DSC to award a contract for services or supplies.

2. DISCUSSION:

a. **Discussions Permissible.** The head of the agency conducting the procurement or a designee of such officer shall evaluate all proposals submitted and may conduct discussions with any offeror. The purposes of such discussions shall be to:

(1) determine in greater detail such offeror's qualifications; and
(2) explore with the offeror the scope and nature of the required services, the offeror's proposed method of performance, and the relative utility of alternative methods of approach.

b. **No Disclosure of Information.** Discussions shall not disclose any information derived from proposals submitted by other offerors, and the DPH&SS shall not disclose any information contained in any proposals until after award of the proposed contract has been made. The proposal of the offeror awarded the contract shall be open to public inspection except as otherwise provided in the contract. (See §3114(h)(1), Receipt and Handling of Proposals, Registration).

c. **Modification or Withdrawal of Proposals.** Proposals may be modified or withdrawn by the offeror at any time prior to the conclusion of discussions.

d. **Financial Interest.** Financial interest in this service is limited to the service itself. A proposal will not be considered for award if the price in the proposal was not arrived independently without collusion, consultation, communication or agreement as to any matter relating to such prices with any other offeror or with a competitor. In addition, the offeror is prohibited from making multiple proposals in a different form, i.e., as a prime offeror and as a subcontractor to another prime offeror.

3. **EVALUATION.** Proposals shall be evaluated only on the basis of evaluation factors stated in this RFP.

Proposal Evaluation Factors: To be considered eligible for award, the proposal from the offeror shall need to garner 70 points or greater from the evaluating committee. No credit for extraneous materials or additional information to that requested shall be given by the RFP Committee. The DPH&SS, DSC shall have the right to inspect the proposed offices and facilities to be utilized in this program during the evaluation period to determine its suitability.

a. **40 POINTS MAXIMUM** - The plan for performing the required services addresses the requirements of the RFP. The offeror submitted all the required information and attachments and responded to all questions and items in the RFP, including the Organization's Service Delivery Plan, the Scope of Services – Program Specifications and the Standard Operating Procedures inclusive of an Emergency Management Plan.

b. **20 POINTS MAXIMUM** - The organization is able to perform the services as reflected by technical training and education, general experience, specific experience in providing the required services, professional history and the

qualifications and abilities of personnel proposed to be assigned to perform the services (include joint ventures, associations, professional subcontracts, etc.).

c. **20 POINTS MAXIMUM** - Past experience/performance of similar work with government agencies or private entities indicates organization's ability to maintain performance of required services. Organization's past record of upholding contractual agreements indicates its stability to provide continual quality services, including Audit Reports and the latest Annual Program Reports, if available. Includes such factors as financial management ability, control of costs, quality of work, and ability to meet prescribed deadlines and contractual requirements.

d. **20 POINTS MAXIMUM** - The personnel, equipment, and facilities to perform the services are available or will be made available at the time of contracting.

4. **SELECTION OF THE BEST QUALIFIED OFFERORS.** After conclusion of validation of qualifications, evaluation, and discussion as provided in §3114(i) (Discussions), the head of the agency conducting the procurement or a designee of such officer shall select, in the order of their respective qualification ranking, no fewer than three (3) acceptable offerors (or such lesser number if less than three (3) acceptable proposals were received) deemed to be the best qualified to provide the required services.

The acceptable offerors shall be ranked in order of the number of points received during the evaluation process. The best qualified offeror is the one receiving the highest number of points.

5. **SUBMISSION OF COST OR PRICING DATA.** The offeror determined to be best qualified shall be required to submit cost or pricing data to the head of the agency conducting the procurement at a time specified prior to the commencement of negotiations in accordance with §3118 (Cost or Pricing Data) of these regulations.

a. The offeror determined to be best qualified shall be required to submit the following:

(1) a proposed program budget in the format provided by the DPH&SS, DSC;
(2) an inventory listing of non-expendable property to be used by the program; and
(3) minutes or resolution from the Board of Directors' meeting, or equivalent, authorizing their designated official to act on behalf of the organization to negotiate and enter into an agreement.

b. The date specified for the submission of the proposed program budget, inventory listing and minutes or resolution of the Board of Directors' meeting, or equivalent, shall be specified by the Director, DPH&SS and shall be made prior to the commencement of negotiations and shall be certified by the offeror's certifying officer.

6. **NEGOTIATION OF AWARD OF CONTRACT.**

a. **General.** The head of the agency conducting the procurement or a designee of such officer shall negotiate a contract with the best qualified offeror for the required services at compensation determined in writing to be fair and reasonable.

b. **Elements of Negotiation.** Contract negotiations shall be directed toward:

(1) Making certain that the offeror has a clear understanding of the scope of work, specifically, the essential requirements involved in providing the required services;
(2) Determining that the offeror will make available the necessary personnel and facilities to perform the services within the required time; and
(3) Agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity, and nature of such services.

c. All cost in this procurement must be reasonable, allocable, and necessary to the project, and they must also comply with Federal and Government of Guam funding statutes and regulations.

d. **Successful Negotiation of Contract with Best Qualified Offeror.** If compensation, contract requirements, and contract documents can be agreed upon with the best qualified offeror, the contract shall be awarded to that offeror.

e. **Failure to Negotiate Contract with Best Qualified Offeror.**

(1) If compensation, contract requirements, or contract documents cannot be agreed upon with the best qualified offeror, a written record stating the reasons therefore shall be placed in the file and the head of the agency conducting the procurement or designee of such officer shall advise such offeror of the termination of negotiations which shall be confirmed by written notice within three (3) days.
(2) Upon failure to negotiate a contract with the best qualified offeror, the head of the agency conducting the procurement or designee of such officer may enter into negotiations with the next most

qualified offeror. If compensation, contract requirements, and contract documents can be agreed upon, then the contract shall be awarded to that offeror. If negotiations again fail, negotiations shall be terminated as provided in Subsection 3114(1)(4)(a) of this Section and commence with the next qualified offeror.

7. **NOTICE OF AWARD:**

a. Written notice of award shall be public information and made a part of the contract file.

b. The award of any contract, based on the proposal received in response to this RFP is contingent upon the DPH&SS, DSC receiving adequate Title III and local funds.

8. **FAILURE TO NEGOTIATE CONTRACT WITH OFFERORS INITIALLY SELECTED AS BEST QUALIFIED.** Should the head of the agency conducting the procurement or a designee of such officer be unable to negotiate a contract with any of the offerors initially selected as the best qualified offerors, offers may be re-solicited or additional offerors may be selected based on original, acceptable submissions in the order of their respective qualification ranking and negotiations may continue in accordance with Subsection 3114(l)(4) of this Section until an agreement is reached and the contract awarded.

9. **RIGHT TO PROTEST AND BE HEARD.** Any actual or prospective offeror who may be aggrieved in connection with the method of source selection, solicitation or award of a contract, may protest to the Director, DPH&SS, in accordance with the provisions of Title 5 GCA, Article 9 and as otherwise provided for by law, rule or regulation.

V. BACKGROUND INFORMATION

1. **OFFEROR'S PROFESSIONAL HISTORY:**

a. Describe the history of your organization and its mission as it relates to Adult Day Care (ADC) Services Program or similar services for the population served, including incorporation date, if applicable, and principal sources of financial support.

b. Attach a copy of your organization's current business license or certification, or a statement of exemption from the Department of Revenue and Taxation.

c. List past experience with Title III Aging programs and other similar programs administered by your organization and significant accomplishments.

d. List all government contracts awarded in the previous three (3) years by title and contract amounts.

e. List any professional complaints (pending and resolved) filed with Federal and local agencies against your organization within the last three (3) years.

f. List any pending and adjudicated criminal or civil contempt proceedings against the applicant and any employee employed by the applicant.

2. **OFFEROR'S FINANCIAL CONDITION:**

a. If your organization was awarded a government contract during the previous three (3) years, list citations in the areas of procurement, questioned costs and material weaknesses identified by the government through a program audit. Include the status or resolution of each listed.

b. If your organization was awarded a government contract, list occurrences in which your organization failed to submit timely audits and reasons for such failure to submit within the last three (3) years, as applicable.

c. List organization's defaults of material and financial obligations over Five Thousand Dollars ($5,000.00). Indicate any liens or levies attached to your organization's property or earnings as a result of such obligations, and the status and resolution of each obligation.

d. For new offerors, provide a copy of your organization's latest Financial Statement.

e. Tax-exempt organizations shall attach a copy of their latest Annual Information Return including Form 990, schedules and supporting documents [Ref. 26 CFR Part 301 §6104(d)].

f. A partnership, sole proprietorship, or corporation shall submit a notarized affidavit that lists the name and address of any person who has held more than ten percent (10%) of the outstanding interest or shares in the organization at any time during the 12 month period immediately preceding submission of this proposal (Ref. Title 5 GCA, Article 3, Part D, §5233).

(1) The affidavit shall contain the number of shares or the percentage of all assets of the organization that were held by each such person during the 12 month period.

(2) The affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business

related to this proposal and shall also contain the amounts of any such commission, gratuity or other compensation.

3. **OFFEROR'S PROGRAM PERSONNEL.** Describe your organization's proposed personnel for this program. **Attach a proposed organizational chart and position description of each proposed position**. The organizational chart shall illustrate the placement of this program in relationship to all other programs and businesses under your organization. The position descriptions shall contain minimum qualifications, abilities and responsibilities of persons who shall be assigned to provide the required services. All employed program personnel shall meet the requirements and qualifications set forth in their respective position description. The organization shall ensure the key positions identified in this RFP meet all employment requirements and qualifications, abilities and responsibilities as stipulated in this RFP.

4. **OFFEROR'S ADVOCACY AND CAPACITY EXPERIENCE:**

   a. Describe in narrative form your advocacy experience and current efforts regarding areas affecting older individuals and their outcomes.

   b. Describe in narrative form demonstrated program personnel expertise and capacity in specific areas of service affecting older individuals in greatest economic or social need.

VI. ORGANIZATION'S SERVICE DELIVERY PLAN

1. Describe in narrative form how your organization proposes to deliver services to meet the program specifications described in this RFP. The narrative shall succinctly describe the conceptualization of all program services while integrating the administrative requirements to include capturing, entering, maintaining and reporting of data.

2. List by section <u>only</u> those areas of the program specification(s) that differ from methods your organization proposes and include alternative methods proposed by your organization, which shall be subject to approval by the DPH&SS, DSC.

3. **STANDARD OPERATING PROCEDURES.** The offeror shall ensure Standard Operating Procedures, inclusive of an Emergency Management Plan, is current and submitted as part of the response to this RFP.

4. **EMERGENCY MANAGEMENT PLAN.** To protect the health, safety and welfare of clients, program personnel and volunteers, the offeror shall visibly post emergency telephone numbers and the established emergency procedures, as applicable, that are subject to review by the DPH&SS, DSC.

a. **Training.** The offeror shall provide training to clients, program personnel, volunteers and student interns on procedures to be followed in the event of natural or manmade disasters, or incidences, as applicable, which may impact their health, safety or welfare to include:

(1) Fire/earthquake, to include a quarterly drill with an evacuation plan visibly posted in which all clients, program personnel, volunteers and student interns participate;
(2) Health emergencies such as Pandemic flu outbreaks;
(3) Medical emergency, to include food poisoning situations;
(4) Physical threat, to include bodily harm situations;
(5) Severe weather or a natural disaster; and
(6) Power and/or water outages, etc.

b. **High Risk Clients Under Emergency Declaration.** The offeror shall include written procedures for clients considered "High Risk" under Emergency Declaration. This information shall be provided to the client's village Mayor and the DPH&SS, DSC in preparation for emergencies. High Risk clients are identified as follows:

(1) Bedridden;
(2) Requires transportation and/or escort assistance for evacuation to shelter, e.g., those living alone;
(3) Requires refrigeration of medication and/or is insulin dependent.
(4) Requires oxygen; and/or
(5) Lives in substandard housing.

VII. SCOPE OF SERVICES: PROGRAM SPECIFICATIONS

The Contractor shall be cognizant of the provisions of Title III of the Older Americans Act of 1965, as amended, the Code of Federal Regulations (45 CFR Chapter XIII, Subchapter C, Part 1321) and the Administration for Community Living (ACL) is guidance policy regarding same-sex marriage (see Compliance with Federal Laws and Regulations). *All sections throughout this RFP shall be modified in writing at any time due to changes in Federal statutes or regulations, a material change in local law, organization, policy, or State Agency operations.*

1. **PURPOSE.** To provide Adult Day Care (ADC) services to approximately 94 individuals 60 and older who have been determined to be functionally impaired and are at risk of institutionalization, and to provide respite services for families/ caregivers of these individuals.

2. **PROGRAM REQUIREMENT.** Adult Day Care (ADC) program services are available to individuals age 60 and older who have been determined by the Case Management Services (CMS) program to be functionally impaired due to:

a. The individual is unable to perform at least two (2) of the following Activities of Daily Living (ADL) without personal assistance, stand-by assistance, supervision or cues: eating, dressing, bathing, toileting, transferring in and out of bed/chair and walking; or

b. The individual has a cognitive or other mental impairment, and requires substantial supervision because he/she behaves in a manner that poses a serious health or safety hazard to themselves or to other individuals.

3. **TARGET POPULATION.**

a. Persons age 60 or over who are frail, homebound by reason of illness or incapacitating disability, or otherwise isolated, shall be given priority in the delivery of services (Ref. 45 CFR 1321.69).

b. Older individuals with greatest economic need and older individuals with greatest social needs (with particular attention to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas) [Ref. Section 305(a)(2)(E) of the Older Americans Act of 1965, as amended].

c. Older individuals with disabilities (with particular attention to individuals with severe disabilities) and enhance services and develop collaborative programs, where appropriate, to meet the needs of older individuals with disabilities [Ref. Section 307(a)(17) of the Older Americans Act of 1965, as amended].

4. **REGISTRATION OF CLIENTS.** The Contractor shall implement written registration procedures that addresses, at a minimum, the following:

a. Contractor's Registration Process to access and refer for services. A client who receives Adult Day Care (ADC) Services within the reporting fiscal year (October 1 through September 30) is counted as a registered client. The Contractor shall be responsible for registering clients and tracking deceased clients within the reporting fiscal year.

b. **Intake, Profile and Referral (IPR) Form.** As part of the registration process, the Intake, Profile, and Referral (IPR) Form shall be provided by the DPH&SS, DSC and used by the Contractor to register clients for this program and to refer clients to other Title III Aging program services. Outdated IPR forms shall be discarded. The form is attached to Section XVII. Appendix of Program Forms as Appendix C-1.

c. **IPR Record Change and Service Form.** This form shall be used by the Contractor to update or change a client's IPR. The form is attached to Section XVII. Appendix of Program Forms as Appendix C-2.

d. Provision to ensure that copies of all initial and record change and service IPR forms for individuals age 60 and older are forwarded to the appropriate Title III Aging program service provider or Vendor no later than 10:00 a.m. the next working day.

e. Provision to ensure that clients are enrolled into the Aging and Disability Resource Center (ADRC) Information System within 48 hours of receipt of IPR.

f. **Emergency Referrals.** The Contractor shall include in the registration process a provision to respond to critically emergent situations to protect and safeguard the life and safety of vulnerable and high risk clients.

g. **Partial Services List.** The Contractor shall establish a list of clients who are receiving only partial services due to program constraints, while entitled to and would greatly benefit from the full service of this program.

h. **Wait-List.** The Contractor shall establish a list of clients who are waiting to receive program services and currently not receiving any services. The Contractor shall coordinate with the CMS Program to ensure clients who are on the Wait-List at the end of a service fiscal year, September 30, are re-enrolled on October 1; ensuring they remain on the Wait-List. For those eligible consumers who are receiving some degree of services, their names should be listed in the Partial Services List.

i. The registration process for this program shall include information on registration being transferable between the two (2) Adult Day Care (ADC) Centers on island, as applicable.

j. Provision to ensure the Adult Day Care (ADC) Program Manager shall update the Case Management Services (CMS) Program Manager of the now registered client for further assessment within three (3) working days unless the referral warrants to be expedited on the same day.

k. **Client Contact.** The Contractor shall ensure contact with the client occurs no later than two (2) working days after receipt of the referral to coordinate the client's registration from the CMS Program. Referrals shall be made to assist and address the issues and needs presented by the client at time of registration subject to periodic updates.

l. **Duplication of Services.** The Contractor shall ensure that all services funded through this program are coordinated with other appropriate

services in the community, and that these services do not constitute an unnecessary duplication of services provided by other sources.

m. Provision to address and inform clients that all pets at their home shall be controlled in accordance with Public Laws 22-13 and 26-76 to ensure the proper delivery of services. In addition, the provision shall also account for the proper restraining of in-door pets.

5. **UNITS OF SERVICES.** The Contractor shall maintain and report Units of Services as follows: one (1) hour for Adult Day Care/Adult Day Health, one (1) contact for Information and Assistance, and one (1) contact for Outreach.

6. **MULTI-DISCIPLINARY TEAM (MDT) MEETING.** The Contractor shall submit to DPH&SS, DSC by October 31st of every fiscal year, or within 30 days of a contract award, a list of its Multi-Disciplinary Primary and Alternate Team Members. Any subsequent changes to Multi-Disciplinary Team composition shall be reported to DPH&SS, DSC no later than five (5) working days after changes have occurred. The Contractor shall initiate "Multi-Disciplinary Team Meetings" to address complex issues as necessary. Notice shall be given to the DPH&SS, DSC prior to the meeting with minutes submitted within three (3) working days after the meeting.

7. **AWARENESS OF ELDER CONCERNS.** The Contractor shall ensure program personnel are aware of unresolved problems and concerns of clients and the Program Manager shall work with both internal and external resources and services to address the problems and concerns. The Program Manager shall initiate a referral for the coordination of services in support of the clients requiring such services with respective service providers. A record book of clients' problems and concerns shall be maintained and made available upon request by DPH&SS, DSC. The problems and concerns that remain unresolved and require the Government's attention shall be reported as an unmet need in the Monthly Program Report. For each reported unmet need, the Program Manager shall provide a succinct report as to the efforts made by the organization to address the unmet need.

8. **INFORMATION, REFERRAL AND ASSISTANCE.** The Contractor shall build into its program an Information, Referral and Assistance component and make a continuous effort to inform clients and their families regarding additional services and opportunities available. The Contractor shall initiate a referral for the coordination of services, i.e., housing, public benefits, and social security, for clients requiring such services with the respective service providers, as applicable.

9. **CLIENTS' RIGHTS AND RESPONSIBILITIES.** The Contractor shall submit as part of this RFP written procedures covering Clients' Rights and Responsibilities that include, at a minimum:

a. Compliance/Non-Compliance of policies, rules and regulations governing this program that respect and promote the interests, rights and values of all clients. The following rights shall be afforded to all clients of this program:

(1) The right to be fully informed in advance about each service provided and any changes that may affect the well-being of the client;
(2) The right to be fully informed orally and in writing in advance of individual's rights and obligations;
(3) The right to participate in planning and changing any service provided in this program, as applicable;
(4) The right to voice a grievance with respect to the services provided or that were failed to be provided, without discrimination or reprisal as a result of voicing such grievance;
(5) The right to confidentiality of records; and
(6) The right to have the property of clients treated with respect.

b. Grievance and Appeal Procedures for clients who are dissatisfied with or denied services under this program.

c. Procedures to address the needs of independently functional and functionally impaired clients and provide a transition for clients requiring other services at the time of registering for this program.

10. **OFFICE/FACILITY.** There shall be a minimum of two (2) facilities authorized by DPH&SS, DSC as Adult Day Care (ADC) Centers, one (1) specific to Dementia Care, located at 220 Chalan Despaciu Street, Wusstig Road, Dededo, Guam. The Dementia Care facility shall serve approximately 52 clients at any given time of the day and the other Adult Day Care (ADC) Center shall serve approximately 42 clients at any given time of the day, unless approved by the DPH&SS, DSC. The Contractor shall be responsible for the following:

a. Ensure office/facility(ies) are approved by the DPH&SS, DSC, as applicable.

b. Ensure this program prominently displays a sign outside of the facility approved by the DPH&SS, DSC identifying the program's name, the Contractor administering this program, DPH&SS, DSC as the funding source of the program, hours of operation, and office telephone number(s).

c. Ensure office/facility(ies) complies with the Americans with Disabilities Act Amendments Act(ADAAA) requirements.

d. The Contractor shall comply with Title 21 GCA §68103 regarding the display of religious symbols within all Centers and shall comply with 24

CFR 570.200 for Centers funded by the Community Development Block Grant (CDBG) program.

e. The Contractor shall ensure this program's facilities comply with all Federal and local laws governing health and safety standards and meet requirements of the Americans with Disabilities Act (ADA), Uniform Fire Code (P. L. 22-82), Clean Indoor Air Act of 1992 (P. L. 21-139) and Environmental Health and Sanitation Permit Requirements for Institutional Facilities (Title 10 GCA, Part 1, Chapters 21 and 25) and the Administrative Rules and Regulations for Day Care Centers for the Elderly and Disabled Adults (26 GAR, Chapter 9, Article 2).

(1) All Centers shall possess the following items:
- (a) A fully equipped standard First Aid Kit located in an accessible area;
- (b) Fire Extinguishers (Type ABC), at a minimum, placed at one (1) entrance of the Center(s), at the entrance of all kitchen areas and near all indoor areas where combustible materials are stored.
  - 1) Fire Extinguishers shall be inspected monthly by a Safety Officer or a designee of the organization and shall be kept charged at all times.
  - 2) Fire extinguisher tags shall be replaced annually upon servicing of the extinguisher by a certified person/company or upon any damage to the unit or tag.
- (c) Operational smoke detectors installed throughout the Centers, particularly in the kitchen, main gathering area, and in areas where combustible materials are stored.

(2) Storage areas containing combustible materials shall be clean, organized and properly secured.
- (a) Hazardous chemicals, such as rodent poisons, and flammables shall be stored separately from food items.
- (b) Storage of combustible materials shall be limited to articles essential to the operation of the program.

f. The Contractor shall ensure each Center provides, at a minimum, the following:

(1) Chilled, distilled drinking water throughout the day;
(2) Comfortable temperatures within the Centers;
(3) Clean and sanitized separate restroom and shower/bathing facilities for male and female clients supplied at all times with soap, toilet tissue and paper hand towels;

(4) Regularly scheduled interior and exterior maintenance and housekeeping activities to ensure a clean, safe and accessible environment;
(5) Proper means for the daily disposal of refuse;
(6) Adequate furnishings for clients to use for recreational and dining activities;
(7) Sufficient space and furniture for simultaneous activities;
(8) Rest area separate or enclosed from the main activity area with a sufficient number of beds covered with clean linen;
(9) Adequate area for outside activities with proper supervision; and
(10) An adequate number of assistive devices to support the program.

g. **Suggestion Box.** The Contractor shall ensure all program facilities, inclusive of island-wide events, have a Suggestion Box visibly located and accessible to clients and the general public to provide them an opportunity to express their thoughts on program services. At a minimum, the Executive or Program Director or designee shall address each suggestion on weekly basis and provide feedback through a newsletter or open letter listing the suggestion received and the action taken, proposed action to be taken and the individual or organization responsible to address or respond to the suggestion presented. The Executive or Program Director shall present all suggestions received from clients and the action taken to the Program's Advisory Council for their review and disposition.

11. **HOURS OF OPERATION.** The Contractor shall ensure office hours are provided from 8:00 a.m. to 5:00 p.m. Monday through Friday, except on holidays observed by the Government of Guam that are prescribed by law.

12. **CENTER.** The Adult Day Care (ADC) Centers' hours of operation shall be provided from 7:00 a.m. to 6:00 p.m. Monday through Friday, except on holidays observed by the Government of Guam. The Contractor shall ensure the hours of operations at the Centers are maintained except in cases of emergency. Additional hours of operation in support of this program are encouraged, including evenings and weekends.

13. **TYPE OF SERVICES.** The Adult Day Care (ADC) Program includes assistance either in the form of access or care coordination in circumstances where the older person or their caregiver are experiencing diminished functioning capacities, personal conditions or other characteristics which require the provision of services by formal service providers. Activities include assessing needs, developing and implementing Individualized Care Plans (ICPs) with the client's consent or their legal representative, authorizing services, arranging services, coordinating the provision of services among providers, follow-up and reassessment, as required.

14. **PROVISION OF SERVICES.** Adult Day Care (ADC) services is the provision of individualized personal care for dependent adults in a supervised, protective, congregate setting under the supervision of trained personnel (Adult Day Care

Workers). Services shall provide opportunities for social/psychological stimulation to prevent mental deterioration and social isolation and typically include social and recreational activities, training, meals and services such as rehabilitation and medication assistance.

a. The Contractor shall provide services in accordance with the ICPs authorized by the CMS Program.

b. Services provided shall allow for both regular attendance of clients of not more than 10 hours per day, and shall allow and promote attendance at shorter intervals to provide intermittent periods of respite for the clients' families/caregivers.

c. The Contractor shall have an Adult Day Care (ADC) Program designed to meet the needs of functionally impaired adults. The Program shall be comprehensive and structured in such a way that will provide a variety of health, social and related support services (i.e., cultural, educational and recreational) to the clients.

d. The Contractor shall ensure all clients diagnosed and certified by a physician to have dementia will receive Adult Day Care (ADC) Center Program services at the Dementia Care Center, as practicable.

e. The Contractor shall provide a categorical listing with an accompanying narrative documenting additional, unresolved or unmet needs identified by the ADC Worker(s) and other program personnel, and reviewed, maintained and submitted monthly by the ADC Program Manger to the CMS Program Manager and the DPH&SS, DSC.

15. **FILES, RECORDS MAINTENANCE, ACCESS AND CONFIDENTIALITY.** The Contractor shall ensure all client and program personnel files and records pertaining to the program, programmatic and financial, are accurate, complete and professionally maintained and made accessible to the DPH&SS, DSC and its authorized representatives and are subject to audit, monitoring, and evaluation.

a. **Confidentiality.** The Contractor shall ensure information obtained directly or indirectly from a client be kept confidential and cannot be released in a form that identifies the person without the 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, State or local monitoring agencies (Ref. 45 CFR 1321.51). [Privacy Rule Standards for Privacy of Individually Identifiable Health Information, Ref. 45 CFR Part 160 and Part 164, Subparts A and E].

b. **Client Files.** <u>All client files shall remain confidential</u>. The Contractor shall maintain and update individual client files in its central office or a

designated office. Client files shall be retained for a period of four (4) years after termination from the program, either by death or inactive status. Files shall include evidence of the following:

(1) Intake, Profile and Referral (IPR) Form and subsequent updates;
(2) Individualized Care Plan (ICP):
  (a) Initial Assessment;
  (b) Periodic Reassessments;
  (c) Documentation of Medication Requirements;
  (d) Documentation Certifying Special Meal Requirements, as applicable;
  (e) Physician's Certification of Eligibility, as applicable; and
  (f) Client's Evaluation Reports with applicable recommendations.
(3) Copy of Power of Attorney, or a document of equal weight legally authorizing a person to sign on behalf of the older individual;
(4) Determine Your Nutritional Health (DYNH) assessment checklist and updates;
(5) Documentation of medication dispensed;
(6) Client's Progress Notes with applicable recommendations to the Case Management Services (CMS) Program;
(7) Application for Personal Assistant, as applicable;
(8) Authorization to Receive Title III Aging Program services, as applicable;
(9) Copy of summary reports for clients who become inactive or are discharged for cause or terminated from program, as applicable;
(10) Clients' Daily Attendance and Units of Service Record;
(11) Reports of accidents and incidents involving client, actions taken and resolution of each accident and incident, as applicable;
(12) Documentation of counseling provided or meetings held regarding the client, as applicable; and
(13) Other documents as deemed necessary by the DPH&SS, DSC.

c. **Program Personnel Files.** The Contractor shall maintain and update individual files of each program personnel member in its central office. Files shall include evidence of the following:

(1) Current Tuberculosis (TB) Clearance;
(2) Original or Certified Copy of Police and Court Clearances updated every three (3) years for current program personnel;
(3) Original or Certified Copy of Police and Court Clearances for new program personnel which shall be dated no earlier than 90 days prior to employment;
(4) Copy of High School Diploma or General Educational Development (GED);

(5) Documentation of attendance at Annual Orientation of Title III and Title VII Aging programs, Bureau of Adult Protective Services, and the Aging and Disability Resource Center (ADRC) Project by DPH&SS, DSC;
(6) Documentation of continuing education, certifications, training and workshops, as applicable;
(7) Copy of current CPR and First Aid certification, as applicable;
(8) Copy of current Health Certificate (Institutional), as applicable;
(9) Acknowledgement of completion of Fire Extinguisher and Basic Fire Awareness Training, as applicable;
(10) Acknowledgement receipt of the Bureau of Adult Protective Services Mandate, Public Law 31-278;
(11) Acknowledgement of Contractor's Drug/Smoke-Free Workplace Policy;
(12) Acknowledgement of Contractor's Equal Employment Opportunity Policy;
(13) Acknowledgement of Contractor's Standard Operating Procedures that includes an Emergency Management Plan;
(14) Acknowledgement of Contractor's Procurement Policies and Procedures;
(15) Reports of accidents and/or incidents involving program personnel affecting the care of clients or operation of the program and actions taken towards resolution;
(16) Completed Employment Application;
(17) Position Description;
(18) Annual Work Plan and Job Performance Evaluation; and
(19) Other documents as deemed necessary by the DPH&SS, DSC.

16. **MEDICATIONS AND MEDICAL CARE:**

a. Program personnel shall never administer medication prescribed to a client, unless licensed to do so.

b. Medications shall be stored in a safe and secured area, temperature controlled as needed, and shall be accessible only by program personnel responsible for either the administration of medications to clients or the supervision of clients able to self-medicate.

c. When a client becomes ill or injured while at the Center, program personnel shall immediately notify the client's family/caregiver or legal representative.

d. • Where symptoms of communicable disease are evident, the client shall be isolated pending medical clearance. Clients shall not resume attendance at the Center until medical clearance is received.

e. The Program Manager shall document and update information regarding clients' medications, illnesses, and medical care in the clients' files and forward a copy to the CMS Program Manager for disposition.

17. **CENTER SERVICES AND ACTIVITIES.** The Contractor shall ensure the following services and activities, at a minimum, are provided and coordinated to meet the needs of clients:

a. **Personal Care Services.** Personal assistance, stand-by assistance, supervision or cues for persons having the inability to perform two or more of the following Activities of Daily Living (ADL): eating, dressing, bathing, toileting, transferring in and out of bed/chair or walking.

(1) Clients shall be bathed immediately when they soil themselves and will not leave for home in soiled clothes.
(2) Families shall provide extra clothing and adult protective undergarments if they are used by the client.

b. **Activities.** The Adult Day Care (ADC) Program shall make available therapeutic, social, educational and recreational activities to stimulate clients' physical and mental well-being that are planned and scheduled so that all clients can participate in activities best suited for their individual capabilities and talents. Withdrawn or passive clients shall be encouraged to participate in activities and to develop self-help skills. At a minimum, activities shall include:

(1) Health and nutrition education presentations and counseling incorporated into the program;
(2) A light exercise program as a daily activity;
(3) Rest periods in the morning and afternoon;
(4) Outings to points of interest are encouraged;
(5) Opportunities for arts and crafts;
(6) Development of hobbies;
(7) Leisure activities, i.e., reading, television viewing, music, etc; and
(8) Memory-enhancement activities.

c. **Elderly Nutrition Program (ENP).** The ENP Vendor as contracted by DPH&SS, DSC shall provide Nutrition Services to eligible clients at the Adult Day Care (ADC) Centers which serve as designated congregate sites.

(1) Meal Service Hours. The ENP provides delivery of congregate meals to the Centers no earlier than 11:00 a.m. and no later than 12:30 p.m., Monday through Friday, except on observed Government of Guam holidays. In the event meals are not delivered in the prescribed time frame, the ADC Program Manager shall

contact the ENP Vendor as to the status of the meal delivery; however, meals shall not be delivered or accepted after 2:30 p.m.

(2) Monthly Meal Menu. Approved Monthly Meal Menus shall be distributed by the ENP Vendor to the ADC Program Managers, and shall be posted within the Centers. Any changes to the menu shall be communicated by the ENP Vendor to the ADC Program Managers no later than the day prior to the change.

(3) Requests for Special Meals. The ENP Vendor shall provide special meals, where feasible, reasonable and appropriate, to meet the particular dietary needs arising from the health or religious requirements of eligible clients; however, special meals do not include liquid supplement. The ADC Program Managers shall coordinate with the CMS Program Manager who then shall coordinate with the ENP Vendor for the provision of special meals which shall be supported in the following manner:

(a) A senior requesting a special meal for health related reasons shall provide a signed statement from their physician or licensed nutritionist stating the medical necessity for special meals and the types of foods the clients can or cannot consume.

(b) A senior requesting a special meal for religious reasons shall provide a signed statement from their priest, rabbi, pastor, etc. attesting to the dietary requirements of their faith that meet the 33 1/3 percent Recommended Dietary Allowance (RDA).

(c) Vegetarian meals shall meet the most current RDA, the nutritional needs of the senior client, shall be based on careful diet planning by a registered dietitian or nutritionist based on food servings delineated in the Food Guide Pyramid and shall be approved by a physician.

(d) If the CMS Program did not address this need as part of the admission process into this program, this matter shall be referred to the CMS Program to address.

(e) Once documentation is provided by the CMS Program, such documentation shall be maintained in the client's file.

(f) In the event documentation is received from the client, the client's family/caregiver or legal representative, the ADC Program Manager shall maintain a copy in the client's file, and a copy shall be forwarded to the ENP Vendor and the original forwarded to the CMS Program.

(4) Delivery of Meals.

(a) Upon arrival at the ADC Centers, the ENP delivery personnel and the ADC Program Manager or designee shall verify the number of meals delivered and both shall sign the meal form.

(b) The ADC Program Manager or designee shall report immediately to the ENP delivery personnel any missing item, spoiled, or incomplete portion of the meals delivered, for immediate replacement, if possible. The ADC Program Manager or designee shall report the matter to the ENP Vendor and DPH&SS, DSC, on the same day.

(c) Meal Orders and Adjustments. The ADC Program shall ensure meals are ordered with the ENP Vendor for the number of eligible clients. Meal orders shall be communicated to the ENP Vendor by 1:00 p.m. for the next service day. Failure of clients to notify the ADC Program Manager or designee of their daily attendance may not guarantee receipt of a congregate meal for the next service day. Reasonable adjustments to the meal orders due to an increase or decrease of eligible clients shall be coordinated between the ADC Program Manager or designee and the ENP Vendor no later than 9:30 a.m. on the scheduled day of meal service delivery.

(d) Special Activities and Functions. Special activities and functions requiring meal accommodations are to be requested in writing between the ADC Program and the ENP Vendor within 10 working days prior to the activity or function. The ENP Vendor shall indicate on the written request if the meal accommodations can be met or their recommended action, as follows:

1) Relocation of Meals Delivery. Requests for the delivery of meals to locations other than to the respective ADC Centers shall be coordinated between the ADC Program Manager or designee and the ENP Vendor. The ADC Program Manager or designee shall notify the ENP Vendor of the actual number of eligible clients attending the special activity or function and those remaining at the Centers. The ADC Program Manager or designee shall submit a copy of the request to the DPH&SS, DSC, two (2) days in advance of the activity or function.

2) Menu Changes. Requests for menu changes shall be submitted by the ADC Program Manager in writing to the ENP Vendor.

3) Bulk Serving. Requests for bulk servings having no menu changes shall be coordinated between the ADC Program Manager and the ENP Vendor with notice provided to DPH&SS, DSC, 24-hours in advance of the activity or function.

4) Other Accommodations. In cases where special activities and functions do not require the delivery

of meals because other arrangements have been made, the ADC Program Manager shall inform the DPH&SS, DSC and the ENP Vendor in writing stating the nature of the arrangements for meals and that the meals are in compliance with the 33 1/3 Recommended Dietary Allowance (RDA).

5) Transportation Services. For events that require transportation services not covered by the government's contract with the Transportation Services Program (TSP) Vendor, the ADC Program Manager or designee may arrange payment for alternate transportation using Program Income, out-of-pocket resources, or through other financial sources, as agreed upon by clients, clients' family/caregiver or legal representative.

(5) Temporary Meals Provision. The ADC Program Manager shall refer ADC clients to the CMS Program who are ill or injured for a period longer than three (3) service days and are unable to attend the Center to determine eligibility for the *temporary* provision of Home-Delivered Meals.

(6) Consumption and Disposal. Meals provided under the ENP shall be consumed at the congregate site and not taken out for any purpose. Meals not consumed shall be properly disposed of no later than 2:30 p.m. each day. Exceptions shall be for fresh fruits served in its original natural form (i.e. orange, not sliced nor peeled) may be properly stored in the Adult Day Care (ADC) facilities for serving the next day.

(7) The monthly total of meals ordered, and meals not consumed and disposed of shall be reported for each ADC Center in the Monthly Program Report.

(8) Meal Complaints. ADC Program Managers shall immediately report complaints regarding meals as follows:

(a) Meals not delivered within the designated delivery times shall be reported to the ENP Vendor and the DPH&SS, DSC.

(b) Meals with missing items or do not meet specified portions shall be reported to the ENP Vendor and the DPH&SS, DSC.

(c) Meals appearing disarrayed, spoiled, contaminated or otherwise undrinkable or inedible shall be immediately reported to the ENP Vendor and the DPH&SS, DSC.

1) ADC Program Managers shall immediately secure and refrigerate the meal(s) in question to preserve the integrity of its condition until the ENP Vendor or the DPH&SS, DSC retrieve the meals.

2) The ADC Program Manager shall report any meal determined disarrayed, spoiled, contaminated or otherwise undrinkable or inedible to include disposition and resolution, if applicable in the Complaints, Problems and Concerns and Proposed Solutions section of the Monthly and Yearly Reports submitted to the DPH&SS, DSC.

(d) ADC Program Managers shall notify the DPH&SS, DSC when complaints cannot be readily resolved with the ENP Vendor.

d. **Monitoring and Evaluation of Clients.** The ADC Program shall establish as part of their Standard Operating Procedures written procedures for the monitoring and evaluation of clients' physical, mental and social conditions. The evaluation tool used shall be included as part of these procedures.

(1) An initial evaluation shall be conducted of all new admissions into the program.

(2) Regular monthly evaluations shall be conducted of all clients to monitor their physical, mental and social progression or regression.

(3) Changes in clients' conditions requiring adjustments to their Individualized Care Plans (ICPs), inclusive of changes to Activities of Daily Living (ADL) and Instrumental Activities of Daily Living (IADL) i.e., preparing meals, shopping for personal items, medication management, managing money, using telephone, doing heavy housework, doing light housework, and transportation ability (transportation ability refers to the individual's ability to make use of available transportation without assistance), shall be coordinated with the Case Management Services (CMS) Program.

e. **Discharge of Clients.** The ADC Program shall collaborate with the CMS Program for the discharge of clients from this program and shall include as part of the Monthly Program Reports submitted to the DPH&SS, DSC, statistical and summary reports of clients discharged due to:

(1) Inactive Status – no services rendered for a fiscal year.

(2) Inappropriate or Alternate Placements – clients receiving other care arrangements, i.e., long-term care (i.e., St. Dominic's Senior Care Home), home care, or transitioned into other senior programs (i.e., Senior Center Operations).

(3) Termination – by death or inactive status for a fiscal year.

f. **Clients Returning to Active Status.** Clients returning to active status shall be activated and coordinated with the CMS Program prior to program services being rendered and reported in the Monthly Statistical Report.

18. **CALENDAR OF ACTIVITIES.** The ADC Program shall publish a monthly Calendar of Activities listing all Center activities and functions. Meetings involving Center clients shall be posted in the Calendar of Activities and shall include the date, time and location of the meetings. A copy of the Calendar of Activities shall be submitted to the DPH&SS, DSC no later than the 15th day of the prior month.

19. **ELDERLY NUTRITION PROGRAM (ENP) COUNCIL.** The Contractor shall ensure clients from the Adult Day Care (ADC) Centers are empowered to suggest, develop and implement activities through elected councils.

    a. Adult Day Care (ADC) Center shall elect one (1) client to serve as their Center's representative to the Elderly Nutrition Program (ENP) Council in accordance with the established ENP Council By-Laws.

    b. Adult Day Care (ADC) Center Dementia specific shall identify a program personnel member to represent the center clients in the ENP Council in accordance with the established ENP Council By-Laws.

    c. The ENP Council shall discuss topics regarding the previous month and next month menus, concerns and suggestions for improved services and special activities and functions.

20. **PROGRAM REPORTING REQUIREMENTS.** As a condition for receipt of funding, the Contractor shall provide the DPH&SS, DSC in a timely manner, with complete and accurate financial, statistical and other informational reports as required by the DPH&SS, DSC to meet its planning, coordination, evaluation and reporting requirements (Ref. 45 CFR 1321.65 and 45 CFR 92.12). The Contractor shall submit the following information as required by the DPH&SS, DSC. The Contractor shall use the forms provided by the DPH&SS, DSC upon award of contract and unless otherwise instructed or approved by the DPH&SS, DSC the Contractor shall generate reports utilizing the Guam GetCare system. The Contractor shall ensure all monthly fiscal program reporting requirements shall be prepared utilizing the Microsoft Office Excel software unless otherwise agreed upon and approved by the DPH&SS, DSC. In the event, that the Contractor is unable to provide the fiscal program reporting requirements in the approved format, written notification within five (5) working days shall be provided to the DPH&SS, DSC for review and approval prior to any program changes.

    a. **Monthly Program Reports.** Monthly Program Reports with transmittal page signed by the Executive or Program Director and Program Manager shall be complete, accurate, and received by the DPH&SS, DSC in the format provided no later than 10 working days after the end of each reporting month, with the exception of the September Reports, or for the month being reported on in which the contract expires, that are due no later than five (5) working days after the end of the fiscal year, or the expiration of the contract, *and shall include:*

(1) Transmittal Page
(2) Invoice
(3) Expenditures Report by Object Class and Sub-Categories
(4) Expenditure Report Personnel Costs
(5) Program Income Report to include:
  (a) Service Contributions (Donations and Gifts)
  (b) Grant Opportunities
  (c) In-Kind Contributions
(6) Program Income Expenditures Report by Object Class and Sub-Categories
(7) Accounts Receivable Activity Report
(8) Monthly Statistical Report to include:
  (a) Adult Day Care
    1) Client Count
    2) Clients' Ethnicity
    3) Clients' Citizenship
    4) Units of Service
    5) Volunteer(s)
  (b) Adult Day Care (Dementia)
    1) Client Count
    2) Clients' Ethnicity
    3) Clients' Citizenship
    4) Units of Service
    5) Volunteer(s)
  (c) National Aging Program Information System (NAPIS) Clients Profile
(9) Program Summary: A narrative report that includes the following:
  (a) Center Activities by Center
    1) New Activities
    2) Activities that were conducted and not posted in the Calendar of Activities
    3) Workshops, Conferences and Presentations attended by clients (include dates, titles, presenters and locations)
    4) Suggestions from Clients (Surveys/Suggestion Box)
  (b) Program Personnel Accomplishments: Provide a narrative highlighting the results achieved by program personnel, volunteers and student interns
    1) Training, Workshops, Conferences, and Presentations (include names of program personnel, volunteers and student interns, dates, titles, presenters and locations)
    2) Grants applied for or awarded to this program
  (c) Program Accomplishments: Provide a narrative highlighting the results achieved by the Contractor

(d) Partial Services List
(e) Wait-List
(f) Categorical listing of unmet needs
(g) Complaints, Problems and Concerns and Proposed Solutions:
  1) From Clients
  2) From Program Personnel
  3) Regarding Services Provided
  4) Regarding Center Activities
  5) Regarding Facilities and Equipment
(h) Plans for Next Month:
  1) Program Personnel and Volunteers Training Plan
  2) Program and Management Plan
    a) Identify changes in administrative policies and/or procedures to improve program operations
    b) Presentation and Outreach Plan
  3) Advisory Council Meetings
  4) Program Personnel Meetings
  5) Center Activities Plan: Provide Proposed Calendar of Activities for the following reporting month

(10) **Client Listing.** Current year-to-date list of clients in alphabetical order containing the following information:
(a) Name of Client
(b) Social Security Number
(c) Date of Birth
(d) Gender
(e) Ethnicity (NAPIS category)
(f) Race (i.e., Chamorro, Filipino, Korean, etc.)
(g) Citizenship
(h) Telephone Number
(i) Home Address
(j) Center Attending
(k) Current Status (New, Active, Inactive or Terminated)
(l) Client Demographics
  1) Marital Status
  2) Lives Alone
  3) Poverty Status
  4) Nutritional Assessment Risk Score
(m) Name of caregiver and/or legal representative and contact number(s)
(n) Service Tracking (by month and year-to-date)
  1) Elderly Nutrition Congregate and/or Home-Delivered Meals Component
  2) Information and Assistance
  3) Nutrition Counseling

4) Nutrition Education
5) Legal Assistance Services
6) Assisted Transportation

(11) **Submission of Monthly Program Reports.** Monthly Program Reports shall be submitted for the months of October through August.

(12) **Financial Statement Report.** The Contractor shall include a Financial Statement Report generated from an automated Accounting System. The Financial Statement Report shall include all revenues, expenditures, accounts receivables, and accounts payable, and changes in fund balance for individual accounts maintained for this program.

(13) As applicable, copy of confirmation of payment received through Electronic Funds Transfer (EFT) or copies of checks and/or check stubs to confirm payment of program invoices shall be provided to the DPH&SS, DSC within 24 hours of receipt.

b. **Submission of Program Yearly Reports.** Yearly Reports shall be complete, accurate and received by the DPH&SS, DSC in the format provided no later than five (5) working days after the end of the fiscal year and shall include:

(1) Release of Claims Statement;

(2) Non-Expendable Property Inventory Listing shall be certified by its certifying officer to include:
   (a) Date of Purchase, Lease or Donation;
   (b) Item Description;
   (c) Make/Model;
   (d) Serial Number;
   (e) Unit Cost;
   (f) Indicate whether purchased, leased, or donated
   (g) Indicate whether purchased or leased with Program Funds or Program Income;
   (h) Physical Location of Item/Object;
   (i) Condition of Item/Object; and
   (j) Percentage of Program Usage of Item/Object.

(3) Listing of all program personnel reflecting Criminal History Record (Police Clearance) of Felony Arrest(s) or Conviction(s) that occurred within the past five (5) years, dates of Felony Arrest(s) or Conviction(s) and employment date of program personnel. The list provided by the Contractor shall include traffic citations and violations.

(4) Listing of bank accounts, including checking and savings, of funds from this program including information of activities, from which the funds were generated, authorized signatures and current balances, as applicable.

c. **Non-Expendable Property Under $5,000.00 in Value:**

(1) The Contractor shall maintain an Equipment Logbook for this program listing all non-expendable equipment under Five Thousand Dollars ($5,000.00) purchased through program funds, including furniture, appliances, and its' current condition. Any equipment removed from this program shall be recorded in the logbook stating the date, reason and person removing the equipment.

(2) The Contractor shall physically inventory the property at least once every year, adequately safeguard all such property and ensure it is used solely for authorized purposes. Any personal use of the property by members of the Contractor's organization shall not be permitted.

(3) All equipment within this program shall be kept in good condition and be properly secured when not utilized. Equipment not being used shall be removed and surveyed back to the DPH&SS, DSC for their final disposition.

(4) All broken, yet still usable equipment shall be assessed for repairs, and if possible, shall be repaired and immediately returned to this program. Any equipment deemed irreparable shall be documented on the inventory, listing the date and method of disposal.

(5) A copy of the inventory for this program shall be maintained in the central office and is subject to review by the DPH&SS, DSC.

d. **Reporting of Non-Expendable Property $5,000.00 or Greater in Value:**

(1) The Contractor shall maintain a Non-Expendable Property Inventory Listing that shall be submitted yearly to the DPH&SS, DSC. The Non-Expendable Property Inventory Listing shall include all property Five Thousand Dollars ($5,000.00) or greater in value acquired as a result of providing services under this program. All newly acquired property during the current contract period shall be added to the listing.

(2) The Contractor shall physically inventory the property at least once every year, adequately safeguard all such property and ensure that it is used solely for authorized purposes. Any personal use of the property by members of the Contractor's organization shall not be permitted.

(3) The Contractor, upon purchase or lease of Non-Expendable Property, shall provide the DPH&SS, DSC a copy of all invoices or lease agreements, or other contractual agreement partially or fully paid with funds received under the Agreement. The copy shall be attached to the monthly Expenditures Report and shall

only be for non-expendable property with a unit cost of Five Thousand Dollars ($5,000.00) or greater. The Contractor shall report the capital equipment in the Non-Expendable Property Inventory Listing.

(4) **Ownership of Leased Non-Expendable Property.** In cases where ownership of previously leased non-expendable property exceeding Five Thousand Dollars ($5,000.00) is conveyed to the Contractor for specific use of this program, through purchase, gift or other means, the equipment becomes the property of the DPH&SS, DSC. The Contractor shall report the capital equipment in the Non-Expendable Property Inventory Listing.

(5) **Disposal of Non-Expendable Property.** Any equipment purchased or acquired through funds under the Agreement exceeding Five Thousand Dollars ($5,000.00) in value shall be accounted for and disposed of in the following manner:

(a) Submit a Request for Property Survey listing all Non-Expendable Property that is usable but no longer needed, unusable but repairable or is beyond repair to the DPH&SS, DSC.

(b) A recommendation for disposition of the property shall be provided by the DPH&SS, DSC and forwarded to the Contractor. The equipment shall be removed from the Non-Expendable Property Inventory Listing only after disposition has been (1) approved and (2) physically removed from the Contractor's premises to the designated location identified by the DPH&SS, DSC.

VIII. PRIORITIZATION OF SERVICES

Guam State Office on Aging (SOA) (DPH&SS, DSC) recognizes the unique situation in which the demand for services may outweigh the available resources; therefore, the following scale shall be used as a guideline to prioritize the provision of services to those in greatest socio-economic need, as necessary and directed by the Guam SOA. The scale will be based on a point system in three (3) focal areas, the older individual's: (1) mobility, (2) degree of existing support system, and (3) housing condition.

1. Greatest priority will be given to older individuals in descending order, with nine (9) being the highest possible points garnered translating to the older individual in greatest socio-economic need.

Point System	Mobility	Support System	Housing Condition
1	Cane or Walker	Support available; but not living in same household	Full concrete structure

2	Wheel chair users	Minimal support; but not regularly available	Semi- concrete structure
3	Homebound and bedridden	No support system in place	Tin and wood structure

2. Based on the need to activate this provision, the number of persons to be served will be determined by the existing conditions at the time of implementation. In the event that the number of available slots is not sufficient to provide services to the number of persons determined, to be at-risk and in need of services, the number of Activities of Daily Living (ADL) impairments will be applied to this distinct group as an additional determining factor for services.

Impairment in Activities of Daily Living (ADL) – The inability to perform one or more of the following six activities of daily living without personal assistance, stand-by assistance, supervision or cues: *eating, dressing, bathing, toileting, transferring in and out of bed/chair, and walking.*	
Point System	1 point will be added to clients with 1-2 ADL impairments.
	2 points will be added to clients with 3-4 ADL impairments.
	3 points will be added to clients with 5-6 ADL impairments.

3. Another determining factor in this point system may include whether the older individual is responsible for the care of a dependent. Clients will be given an additional one (1) point if they are also caregivers. Any application of a scale of similar or like form is permissible provided prior authorization is granted by the Guam SOA. (Re: Excerpt from 2012-2015, Guam's State Plan on Aging, pages 19-20)

4. After applying the Prioritization of Services and the demand for services still outweigh the available resources the Contractor shall advise the Guam SOA who will provide additional guidance and direction to the Contractor as to other variables and/or conditions to assess to reduce the demand to meet the available resources.

5. When the Contractor receives notification from the Guam SOA to activate the application of the Prioritization of Services point system, the entire list of eligible clients shall be ranked. The entire list is defined as all who are receiving services, those on a partial or wait list, as well as new referrals. The Contractor shall advise all CMS clients of this provision which shall be documented in each case file.

IX. PROGRAM PERSONNEL RESPONSIBILITIES, REQUIREMENTS, CERTIFICATION AND TRAINING

1. The Contractor shall ensure all services and activities provided by program personnel are performed in a professional, courteous, culturally sensitive, safe and

caring manner. The Contractor shall ensure employees are trained to proficiency in Title III and Title VII Aging programs.

a. **Executive or Program Director.** The Executive or Program Director shall be responsible for the overall management of this program, unless otherwise directed by DPH&SS, DSC, and shall possess the experience, knowledge and skills to accomplish the objectives of the program:

(1) *Master's* degree in social work, human services, or gerontology with a background in business administration or equivalent work experience, knowledge and skills in services affecting the elderly, with seven (7) years of administrative and supervisory experience in program management, or *Bachelor's* degree in social work, human services, or gerontology with a background in business administration or equivalent work experience, knowledge and skills in services affecting the elderly, with 10 years of administrative and supervisory experience in program management; and

(2) Eight (8) years of demonstrated work experience in the following areas:

(a) planning and developing the delivery of program services; and

(b) conducting program evaluations and in reviewing; updating, and implementing standards of operations; and

(c) fiscal management and budgeting; and

(d) preparing reports and maintaining accurate records; and

(e) contractual compliance resulting in an efficient, effective, and accountable delivery of program services; and

(3) Five (5) years of demonstrated work experience in the following areas:

(a) resource development and establishing community partnerships that result in the enhancement, expansion, and refinement of program services; and

(b) advisory group collaboration and relations; and

(c) personnel management, training and program personnel development including volunteers and student interns; and

(4) Shall not hold an executive position within the organization's Board.

b. **Program Manager.** The Program Manager for this program shall be responsible for ensuring the daily operations are performed in accordance with the program specifications and shall possess the following:

(1) *Bachelor's* degree in social work, human services, or gerontology with a background in business administration or equivalent work experience, knowledge, and skills in services affecting the elderly,

with five (5) years of administrative and supervisory experience in program management; and

(2) Five (5) years work experience in the following areas:

(a) refining, developing, implementing and conducting training, and coordinating resources that address the physical, social, psychological, economical, educational and recreational aspects of aging that promote services and provide opportunities that are responsive to the needs of the target population being served; and

(b) demonstrated ability in seeking alternative funding opportunities in grants and similar resources; and

(c) maintaining, compiling, writing complete and accurate program records, financial reports, program reports, statistical reports, data analysis resulting in recommendations for program refinement and enhancement reflective of the data derived from the target population; and

(3) Three (3) years work experience in the following areas:

(a) evaluating program personnel, volunteers and student interns and program effectiveness, efficiency and accountability to ensure compliance with the program's objectives; and

(b) conducting program personnel, volunteer, and council training, supervision and program development; and

(4) Two (2) years demonstrated ability in accessing and developing resources and services responsive to the needs of the target population to be served;

(5) Additional responsibilities include, but are not limited to the following:

(a) collaborate with Title III Aging network providers and programs, as appropriate and upon notification, any changes in a client's physical condition, environment, or behavior, and reassess the client's service requirements, as practicable;

(b) collaborate with the Case Management Services (CMS) Program to address any changes to the client's condition and service requirements:

1) implement and ensure that the Individualized Care Plans (ICPs) are adhered to by program personnel;

2) ensure that client evaluations are conducted, as needed, to monitor changes in their conditions and make written recommendations to the CMS Program for adjustments to clients' ICPs, when necessary;

3) transition clients who are inactive or terminated from the program, including inappropriate or alternate placements, to include input from the client and/or

families/caregivers or legal representatives, and prepare summary reports on these cases; and

4) ensure referrals are initiated with the appropriate Contractors for clients requiring additional services, including follow-up inquiries to ensure that services are provided.

(c) demonstrate a continuous effort to improve operations, work processes, activities, and quality of service;

(d) develop and implement activities and services responsive to the needs of the clients and in accordance with the clients' ICPs;

(e) coordinate with the DSC, Bureau of Program Administration and Development (BPAD) to ensure all program personnel are registered as users of the Guam Aging and Disabilities Resource Center (ADRC) Information System, and ensure program personnel record all client activities in the ADRC Information System. Additionally, notify the Guam ADRC and DSC, BPAD within 24 hours of program personnel separating, either through termination or resignation, from this program;

(f) ensure that program personnel, volunteers and student interns possess the necessary training and certifications and make recommendations to the DPH&SS, DSC for training to enhance program personnel development;

(g) provide a listing of terminated cases on a monthly basis to the appropriate Title III Aging Program service provider.

c. **Registered Nurse or Licensed Practical Nurse.** The Contractor shall ensure that one (1) program personnel be a Registered Nurse or Licensed Practical Nurse and who shall, at a minimum, perform the following duties:

(1) Supervise and document the taking of medication;

(2) Provide training and instructions to program personnel regarding the use of special equipment such as wheelchairs, walkers, braces, crutches, etc;

(3) Responsible for the overall health care and special needs of clients in coordination with their ICPs; regularly monitors and documents changes in their condition(s); advises Program Manager of these changes and makes recommendations for adjustments to their ICPs or the need to initiate referrals for additional services. All activities of the nurse regarding clients' ICPs shall be documented and forwarded to the Program Manager for review and disposition;

(4) Provide health care advisement/counseling for clients and their families/caregivers or make recommendations for counseling;

(5) Ensure that clients' Health Records are complete and current; maintain documentation of any health-related concerns; and

(6) Ensure health care equipment and supplies are available and operational.

d. **Adult Day Care Worker(s).** The Contractor shall ensure there is sufficient program personnel to provide adequate supervision of the total number of clients at all times. Adult Day Care Worker(s) shall:

(1) Provide or assist clients with personal care services;
(2) During any activity in which they have physical contact with the elderly, apply proper techniques learned through the Homemaker/Health Aide Certification Program;
(3) Strictly adhere to clients' ICPs established by and received from the CMS Program to ensure an effective coordination of service delivery;
(4) Observe changes in clients' conditions and their special needs and immediately notify the Program Manager;
(5) Immediately notify the Program Manager or Nurse of any accidents or incidents involving clients; and
(6) Follow instructions given by the nurse or therapist in the use of assistive devices or special equipment, such as wheelchairs, walkers, braces, crutches, etc.

2. The Contractor shall ensure the following requirements are met by program personnel prior to or throughout their employment as prescribed in this RFP.

a. The following requirements shall be met by all program personnel **prior to their employment** with this program:

(1) Current Tuberculosis (TB) Clearance or medical clearance shall be dated no earlier than 30 days prior to employment;
(2) Original or Certified Copy of Police, Court, and Traffic Clearances for new program personnel shall be dated no earlier than 90 days prior to employment;
(3) U.S. District Court Clearance as attested or certified by Personnel Officer or designee shall be dated no earlier than 90 days prior to employment;
(4) Possess a current Guam Driver's License, as applicable;
(5) Current Health Certificate (Institutional), that must be on the person, as required by the Division of Environmental Health, DPH&SS;
(6) Attendance at Annual Orientation to Title III Aging programs, Bureau of Adult Protective Services and Aging and Disability Resource Center (ADRC) Project presented by DPH&SS, DSC personnel shall be met within the first month of each fiscal year, and new program personnel within 30 days of employment;

(7) Possess a High School Diploma or attainment and possession of General Educational Development (GED) from a recognized institution, or a higher degree from a recognized and accredited institution of higher learning as required for the position with this program;
(8) Completed Employment Application; and
(9) Other documents as deemed necessary by the DPH&SS, DSC.

b. The following requirements shall be met by all program personnel **throughout their employment** with this program:

(1) Current Tuberculosis (TB) Clearance or medical clearance to be renewed annually or as medically prescribed;
(2) Original or Certified Copy of Police, Court, and Traffic Clearances for current program personnel shall be updated every three (3) years;
(3) U.S. district Court Clearance as attested or certified by Personnel Officer or designee shall be updated every three (3) years;
(4) Possess a current Guam Driver's License, as applicable;
(5) Current Health Certificate (Institutional), that must be on the person, as required by the Division of Environmental Health, DPH&SS, to be renewed annually;
(6) Attendance at Annual Orientation to Title III Aging programs, Bureau of Adult Protective Services and Aging and Disability Resource Center (ADRC) Project presented by DPH&SS, DSC personnel shall be met within the first month of each fiscal year, and new program personnel within 30 days of employment;
(7) Continuing education, certification, training and workshops to improve professional competence, i.e., cultural sensitivity;
(8) Current Cardiopulmonary Resuscitation (CPR) and First Aid Certification;
(9) Current Homemaker/Health Aide program certification or re-certification; and
(10) Other documents as deemed necessary by the DPH&SS, DSC.

c. **Under no condition shall an applicant be accepted or an employee retained for this program if:**

(1) He/she has been convicted of a felony; or
(2) He/she has been convicted of a drug or alcohol offense.

d. **The Contractor shall ensure that all program personnel abide by the following:**

(1) Proper methods and techniques of food handling and sanitation are observed;

(2) Transporting of clients is prohibited under any conditions, but program personnel shall assist the client in arranging for transportation as needed;

(3) Smoking by program personnel is permissible at designated smoking areas only. When outdoors, program personnel are prohibited from smoking when they are in contact with or in close proximity and visible to clients; and

(4) Program personnel shall report immediately all suspected cases of abuse of a client to the Bureau of Adult Protective Services (APS) and document the report in the client's file.

X. ADMINISTRATIVE REQUIREMENTS

1. **FUNDING REQUIREMENT.** Funds received for this program are to be spent to support this program and not Board activities that do not advance or support the provisions of this program.

2. **APPROVED BUDGET.** Ensure funds are expended in accordance with DPH&SS, DSC approved budgetary breakdown by object category. Any changes to the approved budget shall be reviewed and approved by DPH&SS, DSC prior to being incurred. Any expense that deviates from the approved budget shall be categorized an unauthorized expense and be the responsibility of the Contractor.

3. **REQUESTS FOR PROGRAM RESPONSE.** The Contractor shall provide program responses, as requested by DPH&SS, DSC within five (5) working days unless otherwise specified in the request.

4. **MANAGEMENT PERSONNEL.** The Contractor shall be knowledgeable of the provisions of the RFP with the DPH&SS, DSC and be provided copies of the RFP and the program budget. The absence of the Executive or Program Director, Program Manager or other key personnel for more than three (3) consecutive days shall be reported in writing to the DPH&SS, DSC within two (2) working days prior to its effective date, naming the person(s) authorized to act on their behalf and the anticipated duration of the appointment. In the event of an emergency, the Contractor shall notify the DPH&SS, DSC who will be in charge during their absence with written notice submitted by 10:00 a.m. the next work day.

5. **PROGRAM PERSONNEL MEETINGS.** The Contractor shall ensure program personnel meetings are conducted as often as necessary, but not less than quarterly, to keep program personnel informed of changes in the program, and shall be open to the DPH&SS, DSC. The Contractor shall provide written notice of the meeting date, time, place, and agenda to the DPH&SS, DSC within five (5) working days prior to the commencement of the meeting. Unless specifically requested earlier, copies of the minutes shall be provided to the DPH&SS, DSC at least five (5) working days prior to the next meeting.

6. **ACTIVITIES OF PROGRAM PERSONNEL.** Ensure notification of activities other than those related to Title III programs that will be performed during official working hours by the Contractor's employees be submitted in writing stating date, time, purpose, program personnel and hours for approval by the DPH&SS, DSC 10 working days prior to commencement of activities. Activities not approved shall be considered unauthorized and the identified hours and corresponding salaries or identified non-personnel resources expended shall be disallowed from the Contractor's Monthly Expenditure.

   a. Ensure the Contractor or its employees do not contribute or make available Older Americans Act funds, personnel or equipment to any political party or association or to the campaign of any candidate for public or party office; or for use in advocating or opposing any ballot measure, initiative, or referendum [Ref. 45 CFR 1321.71(h)(1)].

   b. Ensure the Contractor or its employees do not identify the Title III Aging Program or the provider with any partisan or nonpartisan political activity, or with the campaign of any candidate for public or party office [Ref. 45 CFR 1321.71(h)(2)].

   c. Report in writing to the DPH&SS, DSC within two (2) working days of learning of alleged acts of malfeasance, including embezzlement, by their employees which affects the program.

7. **COMPLAINTS, PROBLEMS AND CONCERNS:** The Contractor shall address non-urgent complaints, problems and concerns of program clients and document their efforts in dealing with the matter which will be reported in their Monthly Program Reports.

   a. The Contractor shall report in writing to the DPH&SS, DSC complaints, problems and concerns that are not resolved to the mutual satisfaction of all parties.

   b. The Contractor shall immediately notify DPH&SS, DSC of any urgent complaints, problems, and concerns, with written communications submitted within four (4) hours to DPH&SS, DSC.

   c. The Contractor shall promptly investigate complaints, problems and concerns regarding a respite worker's conduct and shall provide a written report to the DPH&SS, DSC within three (3) days of the date the complaint was made.

8. **ACCIDENTS AND INCIDENTS.** The Contractor shall ensure all accidents and incidents involving injury to individuals and/or damage to property (i.e., vehicle, facility, etc.) is reported to the DPH&SS, DSC as soon as possible with written communication containing the facts submitted no later than the following work

day of the accident or incident. A copy of reports, i.e., GPD, GFD, GMH, Mayor, etc., issued regarding the accident or incident shall be submitted to the DPH&SS, DSC no later than the next working day following its receipt by the Contractor.

9. **VOLUNTEERS AND STUDENT INTERNS.** Volunteers and student interns are authorized and encouraged within Title III programs. The Contractor shall recruit and train volunteers and student interns. The volunteers and student interns shall retain applicable licenses, and certifications to properly execute their assignments with the program while safeguarding the health and safety of the clients, and the integrity of the program (Ref. P.L. 25-38).

   a. **Liability Protection for Volunteers** (Ref. P.L. 25-38, Chapter 16, Division 2, Title 7, Section 16103). Unless otherwise provided by law, no volunteer of a non-profit Contractor or governmental entity shall be liable for harm caused by an act or omission of the volunteer on behalf of the Contractor or entity if:

      (1) the volunteer was acting within the scope of the volunteer's responsibilities in the non-profit Contractor or governmental entity at the time of the act or omission;
      (2) the appropriate or required volunteer was properly licensed, certified or authorized by the appropriate authorities for the activities or practice on Island, in which the harm occurred, where the activities were, or practice was undertaken, within the scope of the volunteer's responsibilities in the non-profit offeror or governmental entity;
      (3) the harm was not caused by the willful or criminal misconduct, gross negligence, reckless misconduct, or a conscious, flagrant indifference to the rights or safety of the individual harmed by the volunteer; and
      (4) the harm was not caused by the volunteer operating a motor vehicle, vessel, aircraft or other vehicle for which the operator or the owner of the vehicle, craft or vessel is required to:
         (a) possess an operator's license; or
         (b) maintain insurance.

   b. The Contractor shall provide each volunteer and student intern a written job description listing their specific duties and responsibilities.

   c. The Contractor shall maintain a log showing the names, dates and the total number of hours worked by each volunteer and student intern, subject to review by the DPH&SS, DSC. The total number of volunteer and intern hours worked shall be reported in the Monthly Statistical Reports.

10. **PROGRAM PERSONNEL, VOLUNTEERS AND STUDENT INTERNS IDENTIFICATION.** The Contractor shall issue each program personnel, volunteer, and student intern a

photo identification card that shall be worn in clear view while on duty. The identification card shall include, at a minimum: the name of the contractor; name of program; name of program personnel, volunteer or student intern; and their work identification number.

11. **CLIENT SURVEY.** The Contractor shall conduct a client survey to gauge clients' perceptions of services rendered, identify unmet needs, provide corrective actions where applicable to the survey findings that merit such responses, and compare prior survey results with current findings to provide evaluative conclusions for planning and programming purposes. The survey results (report) shall be submitted to the PH&SS, DSC with the June monthly report.

12. **ADVISORY COUNCIL MEETINGS.** The Contractor shall establish and maintain an active Advisory Council that meets at least quarterly to provide guidance to the Executive or Program Director and Program Manager on services and policies affecting the operation of the program. The meetings shall be open to the public. Written notice of the meeting date, time, place and agenda shall be provided to the DPH&SS, DSC at least five (5) working days prior to the meeting. Unless specifically requested earlier, copies of the meeting minutes shall be provided to the DPH&SS, DSC at least five (5) working days prior to the next meeting.

    a. More than fifty percent (50%) of the Advisory Council members shall be older persons, including minority individuals who are participants or who are eligible to participate in Title III programs (Ref. 45 CFR, 1321.57). However, an appointed member of the Guam Council on Senior Citizens shall not serve as a member of the Contractor's Advisory Council. The Advisory Council shall consist of the following:

        (1) Representatives of older persons;
        (2) Representatives of health care provider organizations, including providers of veterans' health care (if appropriate);
        (3) Representatives of supportive services providers organizations, including Title III service providers, Public Health Nursing and organizations who assist persons who have a disability;
        (4) Persons with leadership experience in the private and voluntary sectors;
        (5) Local elected officials; and
        (6) The general public.

    b. The Contractor shall provide the meeting venue, administrative support services and submit program progress reports and client suggestions to the Advisory Council. The Contractor's Board of Directors or paid program personnel shall not serve in the capacity of Advisory Council members. The Executive or Program Director, Program Manager and a representative of the Board of Directors shall attend and contribute to the

meetings. At the initial meeting, at a minimum, the Advisory Council shall elect a President, Vice President and Secretary from their members.

c. The Advisory Council shall recommend and advocate for changes in policies and functions to the Contractor's Board of Directors that promotes the maximum development of this program.

d. The Contractor shall submit to DPH&SS, DSC by October 31st of every program year or within 30 days of award a list of its Advisory Council members, to include identification of Council Officers, as applicable. Any subsequent changes to Council membership shall be reported to DPH&SS, DSC no later than five (5) working days after changes have occurred.

XI. PROGRAM MONIES. The Contractor shall establish as part of their SOP, written procedures that safeguard and account for all contributions, donations, and fundraising activities in support of the program. All funds generated, received and expended shall be reported on the Monthly Program Report submitted to the DPH&SS, DSC.

1. **Service Contributions.** The Contractor shall provide each eligible client with an opportunity to voluntarily contribute to the cost of the program, a service contribution is defined in 45 CFR Part 1321.67 (Service Contribution). The Contractor shall in keeping with 45 CFR Part 1321.67 clearly inform each eligible client that there is no obligation to contribute and that the contribution is purely voluntary; protect the privacy and confidentiality of each eligible client with respect to the client's contribution or lack of contribution; and use all collected contributions to expand the service for which the contributions were given. No eligible client shall be denied a service because the eligible client will not or cannot contribute to the cost of the service.

2. **Program Income.** *Program Income* means gross income received by the grantee or sub-grantee directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. "*During the grant period*" is the time between the effective date of the award and the ending date of the award reflected in the final financial report. The Contractor shall refer to OMB Circular A-87 and 45 CFR Part 92.25 and 45 CFR Part 1321.67.The Contractor shall safeguard Program Income generated in support of this program, accounting for all funds in keeping with OMB Circular A-87 and 45 CFR Part 92.25 and 45 CFR Part 1321.67.

3. **Grant Opportunities.** The Contractor is encouraged to apply for grants (Federal, local, foundation based, etc.) to enhance and/or expand the program. Notice of applications for grants and awards thereof shall be reported to the DPH&SS, DSC upon the Contractor being notified by the awarding entity.

4. **In-Kind Contributions.** The Contractor shall document all in-kind contributions provided in support of this program.

5. **Unexpended Program Monies.** Unless approval is granted by the DPH&SS, DSC, Service Contributions and Program Income Funds shall be expended within the current contract period of each fiscal year (Funds). Funds not expended within each fiscal year may be used to reduce the Contractor's monthly invoiced amount, unless granted by DPH&SS, DSC for the Contractor to carry over the unexpended Funds into the next fiscal year. In the event this program contract is terminated, not renewed or expires, all unexpended Funds is immediately due within five working days and payable to the DPH&SS, DSC or to the new provider, or to a named payee as directed by the DPH&SS, DSC. In the event unexpended Funds is not forwarded, the Contractor's final invoice shall be reduced by DPH&SS, DSC as an offset in an amount equal to the Funds not paid to the DPH&SS, DSC or to the new provider, as directed by DPH&SS, DSC.

XII. ANNUAL AUDIT. The Contractor who is a Non-Profit Organization and for Profit Organization shall be in compliance with Office of Management and Budget OMB Circular A-133.

1. The Office of Management and Budget (OMB) Circular A-133 requires a *non-profit* organization that expends $500,000.00 or more per year under Federal grants, cooperative agreements, and/or procurement contracts to have an annual audit by a public accountant or a Federal, State, or local governmental audit organization. The audit must meet the standards specified in Generally Accepted Government Auditing Standards (GAGAS).

2. A *for-profit* organization is required to have a non-Federal audit if, during its fiscal year, it expended a total of $500,000.00 or more under one or more U.S. Department of Health and Human Services (HHS) awards (as a subrecipient). Title 45, part 74.26(d) of the CFR incorporates the thresholds and deadlines of OMB Circular A-133 but provides *for-profit* organizations two options regarding the type of audit that will satisfy the audit requirements. The *for-profit* recipient either may have:

   a. A *Financial-Related Audit* as defined in, and in accordance with, the Government Auditing Standards, commonly known as the "Yellow Book", (GPO stock 020-000-00-265-4) of all the HHS awards; or

   b. An *Audit* that meets the requirements of OMB Circular A-133.

3. The Contractor shall submit to the DPH&SS, DSC within 30 days upon official notification of award of this RFP, a copy of their engagement with an entity to perform the independent audit of this program. This audit shall be completed and forwarded to the DPH&SS, DSC, no later than March 31st proceeding September 30th of each contract term.

4. The Contractor shall submit supporting documents to resolve any questioned costs or material weaknesses identified in the annual audit.

5. The Contractor agrees that any questioned costs not resolved shall result in a deduction in the contractual amount of the entire amount questioned from the agreed upon value of the negotiated Renewal or the negotiated new Agreement awarded to the same Contractor.

6. The Contractor shall be responsible for any questioned costs not resolved at the end of the Agreement year and remains the responsibility of the Contractor awarded said Agreement, even if the Contractor is not awarded the new RFP. The amount due resulting from any questioned costs shall be due to the DPH&SS, DSC within 90 days upon notification by the DPH&SS, DSC, unless otherwise agreed upon by the DPH&SS, DSC and the Contractor.

7. If the contract amount is less than Five Hundred Thousand Dollars ($500,000.00), the Contractor shall provide at the time of budget negotiations, a procedures review for approval. Once approved, this review shall be completed and submitted to the DPH&SS, DSC, no later than March 31st proceeding September 30th of each contract term, unless otherwise agreed upon by the Contractor and the DPH&SS, DSC.

8. The Contractor on in which the contract expires is required to comply with the *Annual Audit*. The *Annual Audit* shall be submitted to the DPH&SS, DSC six (6) months after the end of the fiscal year, service year, or upon the contract's expiration, as applicable or as authorized and communicated in writing by the DPH&SS, DSC.

XIII. SPECIAL PROGRAM TERMS AND CONDITIONS.

All sections throughout this RFP shall be modified in writing at any time due to changes in Federal statutes or regulations, a material change in local law, organization, policy, or State Agency operations.

1. **PUBLIC RECORD.** The DPH&SS, DSC shall assume without a specific written designation that all elements of the proposal are a matter of public record.

2. **APPOINTMENT.** The offeror agrees to accept appointment as Contractor to the DPH&SS, DSC who shall comply with all applicable laws, rules, regulations and policies of both the United States Government and the Government of Guam.

3. **GRANTOR RECOGNITION.** The Contractor shall ensure recognition of the role of the grantor agency in providing services through the Agreement. When a press release is issued or interview is given for any activity funded in whole or in part through this Agreement, reference shall be given as to the funding source and funding agency. The Contractor shall prominently identify in all publications and advertisements that funding for the item(s) is provided through the DPH&SS,

DSC to include all activities, facilities, and items utilized pursuant to the Agreement. For example, *"This project is made possible through federal and local funds administered by the Department of Public Health and Social Services, Division of Senior Citizens. The Federal Grant Funds are from the United States Department of Health and Human Services, Administration on Aging, through the Older Americans Act, as amended. The Grant Numbers are: 15AAGUT3SS, 16 AAGUT3SS and 17AAGUT3SS for Fiscal Years 2015, 2016 and 2017, respectively. The Catalog of Federal Domestic Assistance (CFDA) Number is 93.044, Title IIIB under Title 45 Code of Federal Regulations, Part 92, and Government of Guam Funds."* All advertisements by the Contractor about the program shall be submitted to the DPH&SS, DSC for review and written permission shall be received prior to distribution to the general public.

4. **STANDARDS OF CONDUCT.** The Contractor shall uphold the highest standards of conduct of their program personnel in administering services to the elderly. All program personnel shall abide by a zero tolerance of encouraging, accepting and receiving any type of loan, monetary gift or gratuity or any other form of financial gain from clients or their families.

5. **REMOVAL AND TERMINATION OR SUSPENSION OF PROGRAM PERSONNEL.** The DPH&SS, DSC retains the absolute right and authority to demand removal and termination or suspension from the program for reasonable cause any personnel employed, either hourly, salary, or sub-contracted by the Contractor, when DPH&SS, DSC determines this management intervention is required to be executed to safeguard the program. A disregard of Federal and local laws, regulations, policies, and non-compliance or non-performance with a contracted provision or provisions, but not limited to, shall be considered reasonable cause. The Contractor's procedures used in the management of their personnel shall include this provision.

6. **FACILITIES AND PERSONNEL.** The facilities and personnel used within this program shall meet the changing needs of the program. The Contractor shall ensure that changes to the program that require a consolidation, merger or relocation of facilities and personnel during the contract period shall be transitioned in a professional and timely manner, including modifications to the approved program budget and Agreement, as practicable.

7. **PROGRAM INVENTORY.** The Contractor shall submit an inventory listing of non-expendable property to be used by the program which is not acquired through a prior contract for this program.

8. **REQUESTS FOR PROGRAM CHANGES.** The Contractor shall submit a written request for changes in its program administration and service, including changes in budgeted positions, budget object classes and sub-categories, facilities relocation, personnel assignments, etc., to the DPH&SS, DSC within 15 to 30 calendar days prior to the implementation of the proposed changes. Program and

service changes and budget modifications shall not be approved by the DPH&SS, DSC without adequate justification. The Contractor accepts that the final authority to approve changes in the administrative, service and financial components of the program remain with the DPH&SS, DSC.

9. **MONITORING.** Unannounced monitoring of the program by the DPH&SS, DSC shall not be denied by the Contractor. Monitoring may include, but is not limited to, on-site observations of activities and/or program personnel, volunteers and student interns, facility inspections, and discussions with clients, their primary caregiver or legal representative regarding the effectiveness of the program. All documents related to the operations and delivery of services is subject to review by the DPH&SS, DSC.

10. **PROGRAM SPECIFIC AUDIT.** The DPH&SS, DSC reserves the right to have a Program Specific Audit performed by an independent auditing firm on this program. The Contractor shall ensure their full cooperation in submitting requested information to the auditors in a timely manner.

11. **ANNUAL PROGRAM REPORT (APR).** The Contractor shall have 10 working days from receipt of the APR in which to appeal, in writing, their objections to any of the findings. Non-receipt of an appeal from the Contractor within 10 working days shall be considered acceptance of the findings. The appeal, and any supporting documents, shall become a part of the APR.

12. **REPORT OF ABUSE OR NEGLECT OF SENIORS AND ADULTS WITH A DISABILITY.** The Contractor shall immediately make a verbal report of suspected cases of abuse or neglect of elders and adults who have a disability and provide a written report within 48 hours to the Bureau of Adult Protective Services, DSC or its contracted service provider of the Emergency Receiving Home with a Crisis Intervention Hotline. (Ref. P.L. 31-278, Title 10 GCA, Chapter 2).

13. **REPORT OF ABUSE OR NEGLECT OF CHILDREN.** The Contractor shall immediately make a verbal report of suspected cases of abuse or neglect of children and provide a written report within 48 hours to the Child Protective Services Unit, Bureau of Social Services Administration (Ref. P.L. 20-209, Title 19 GCA, Chapter 13).

14. **PROCUREMENT PROCEDURES AND RECORDS.** The Contractor shall ensure Federal and local procurement laws and regulations are complied with in accordance with 45 CFR Part 92, Uniform Administrative Requirements for Grants and Cooperative Agreements. All equipment and other non-expendable property acquired through the Agreement shall be the property of the DPH&SS, DSC.

    a. Notification of all procurement of equipment and services of Five Thousand Dollars ($5,000.00) or more prior to awarding the contract

therefore shall be made to the DPH&SS, DSC within five (5) working days prior to actual acquisition of equipment or services. This provision applies to all funding sources of the program, to include but is not limited to, voluntary contributions, grants, awarding of this contract and program income.

b. This notification shall not apply to the approved program budget and subsequent Budget Modifications as the approval of these requests fulfills the intent to be notified of procurement activity of Five Thousand Dollars ($5,000.00) or more prior to awarding of the contract.

15. **RENEWAL OF AGREEMENT.** Upon notification by DPH&SS, DSC, the Contractor shall submit to the DPH&SS, DSC a proposed price quotation for the succeeding fiscal year in the format provided. In addition to the proposed price quotation, the Contractor shall submit the following:

a. List of new government contracts awarded during the current period by title and contract amount.

b. Tax-exempt organizations shall attach a copy of their latest Annual Information Return including Form 990, schedules and supporting documents [Ref. 26 CFR Part 301 §6104(d)].

c. A partnership, sole proprietorship, or corporation shall submit a notarized affidavit that lists the name and address of any person who has held more than ten percent (10%) of the outstanding interest or shares in the organization at any time during the current contract period.

(1) The affidavit shall contain the number of shares or the percentage of all assets of the organization that were held by each such person during the current contract period.

(2) The affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to this Agreement and contract and shall also contain the amounts of any such commission, gratuity or other compensation.

16. **MANDATORY USE OF PROGRAM DATABASE.** The Contractor shall be required to utilize the Guam GetCare system which is funded through the Aging and Disability Resource Center (ADRC) to ensure a unified automated information system that supports and promotes a coordinated and comprehensive system of care is maintained.

a. The Contractor shall ensure that their program personnel attend training, maintain and enter data, generate reports and conduct all necessary transactions to comply with the reporting requirements of the program.

b. Orientation and training on the access and use of the Program Database will be coordinated and/or provided by DSC and/or the software company contracted to maintain the system at no cost to the Contractor, with the exception of program personnel time to attend the orientation, training and technical assistance activities in support of the Program Database.

c. **Failure to comply with this section shall result in non-payment to Contractor**.

17. **PROGRAM PENALTIES.** The DPH&SS, DSC may assess a penalty or penalties for the submission of incomplete, inaccurate, or late financial, statistical, and other required program information. The penalty shall be calculated after any disallowed cost to the monthly invoice amount is applied. Any delay in submitting accurate and complete Monthly Program Reports shall only delay payment of the monthly program invoice. The penalty is based on the following schedule within the contract period:

a. **Penalty Schedule.** The following penalty schedule shall be applied:

(1) In the event the initial submission of the Monthly or Yearly Program reports is inaccurate, incomplete or missing, and upon notification by DPH&SS, DSC, the Contractor shall have three (3) working days to submit or resubmit, as applicable, the inaccurate, incomplete or missing required reports and upon being cleared by DPH&SS, DSC, no penalties shall be applied.

(2) In the event the second submission requires further revisions resulting in a third submission of the required reports, a one percent (1%) penalty shall be applied to the total invoice after any disallowed cost is applied.

(3) In the event a fourth submission or any additional revision is required, the penalty shall increase from one percent (1%) to one and a half percent (1.5%) and be applied to the total invoice after any disallowed cost is applied.

b. **Late Reporting.** Extensions for late submissions of Monthly or Yearly Program reports, and other reportable areas may be authorized through a written request from the Executive or Program Director of the program stating the extenuating circumstances contributing to the report being submitted late. The written request shall be submitted to the DPH&SS, DSC, no later than 10:00 a.m., one (1) working day prior to the due date of the required Monthly Program Report. The DPH&SS, DSC shall determine whether the request is approved or disapproved. In the event the request is disapproved, the Contractor shall be assessed a .5% (.005) penalty for late submission applied to the monthly invoice amount, unless otherwise stated and provided for in the Agreement.

c. **Program Personnel and Client Files and Records Penalty.** Personnel and client files and records shall be kept current and filed accordingly. The Contractor shall have three (3) work days to correct personnel and client files and records identified to be incomplete, missing, inaccurate, outdated or expired. After the third work day has passed and the Contractor has not rectified the identified deficiency to the satisfaction of the DPH&SS, DSC, the Contractor may be assessed a flat penalty of Twenty-Five Dollars ($25.00) penalty for each personnel and client files and records identified to be deficient.

d. **Charging of Vacant Position Penalty.** The Contractor shall invoice only for those filled positions authorized and funded by the DPH&SS, DSC. Any invoice reflecting an incorrect charge for personnel shall be disallowed and the monthly invoice shall be subject to an assessment of a 10% penalty of the amount charged to the vacant position from the fourth occurrence on for the duration of the contract period.

e. **Annual Audit Penalty.** The Contractor will be assessed a penalty of Five Hundred Dollars ($500.00) for each month the Annual Audit is submitted late to the DPH&SS, DSC. The payment of the penalty shall not be derived from Service Contributions received or Program Income funds generated through this program. The payments shall be made payable to the DPH&SS, DSC and shall be the responsibility of the Contractor. The penalty may be waived by the DPH&SS, DSC, provided the Contractor can demonstrate in good faith having executed an agreement with an independent Certified Public Accountant firm to conduct the audit within 30 calendar days upon the Contractor's official notification of award of this RFP. If none exist, the Five Hundred Dollars ($500.00) penalty will be applied for each month the annual audit is submitted late.

18. **UNAUTHORIZED SERVICES.** Any unauthorized services rendered by the Contractor shall be considered a disallowed cost and shall be deducted from the program invoice.

19. **COMPENSATION FOR SERVICES.** The Contractor shall be compensated monthly upon the clearance of Monthly Program Reports by DPH&SS, DSC.

a. Payment shall be based upon ACTUAL COSTS submitted less disallowed costs and penalties, as applicable. Allowable compensation based upon the aggregate of the ACTUAL COSTS submitted may be LESS THAN the agreed upon compensation but in no event shall it exceed the agreed upon compensation, unless otherwise provided for.

b. Upon being awarded the RFP, the Contactor shall provide the DPH&SS, DSC with a program budget with their respective Object Categories. This

program budget shall be used by DPH&SS, DSC to process program invoices for the term of the RFP.

(1) No additional costs are allowable without the prior approval of the DPH&SS, DSC. Any cost above the agreed amounts shall be at the expense of the Contractor.

(2) Personnel costs associated to direct services of this RFP shall be submitted in an itemized format as stipulated by the DPH&SS, DSC.

(3) Non-payment by the Government of Guam shall not be considered as grounds for suspension of services by the Contractor.

c. An equitable adjustment to compensation for services may be authorized by the DPH&SS, DSC if the physical scope of work, time for performance, or services requested are increased or decreased over that agreed to. Requests for modification shall be addressed to the DPH&SS, DSC justifying the adjustment within each Object Category.

d. **Invoices.** In any reporting month there exist a discrepancy in the statistical, narrative or financial reports submitted by the Contractor, ten percent (10%) of the invoice amount after applying any penalties or disallowed costs, will be withheld until the discrepancy has been resolved to the satisfaction of the DPH&SS, DSC. Upon being notified by DPH&SS, DSC that the discrepancy has been resolved, the Contractor shall submit an invoice for the remaining 10% to be processed accordingly. **In the event discrepancies continue for three (3) months, invoices from this point forward shall not be processed until the discrepancies are resolved to the satisfaction of the DPH&SS, DSC.**

e. **Final Payment and Release of Claims.** Final payment shall be made upon satisfactory delivery and acceptance of all services as herein specified and performed under this Agreement. Prior to final payment and as a condition precedent thereto, the Contractor shall execute and deliver to the DPH&SS, DSC a release, in a form approved by the DPH&SS, DSC, of claims against the Government of Guam arising under and by virtue of the Agreement.

f. **Prompt Payment Act.** The negotiated and agreed upon amount of compensation shall comply with the provisions of Title 5 GCA, Division 2, Chapter 22, Article 5, Prompt Payment Act --- Interest on Late Payment by the Government.

20. **PROFESSIONAL STANDARDS.** Contractor agrees to maintain professional standards applicable to its profession, professional development, and other Services. At all times pertinent to this Agreement, Contractor shall maintain all

professional certifications and business licenses required in Guam and other states in which it does any portions of Services in this Agreement.

a. Contractor shall be responsible for the professional and technical accuracy of all work and materials furnished under this Agreement. Contractor shall, without additional cost to the Government, correct or revise all errors or deficiencies in its work.

b. The Government's review, approval, acceptance of, and payment of fees for services required under this Agreement, shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the Contractor's failure of performance of this Agreement and Contractor shall be and remain liable to the Government for all costs of any kind which may be incurred by the Government as a result of the Contractor's negligent performance of any of the Services performed under this Agreement.

c. **Proper Hygiene.** All program personnel, volunteers and student interns shall practice good hygiene and maintain a professional appearance. They are required to be neat, clean, and well-groomed and are expected to serve as role models in the upkeep of one's personal hygiene.

d. **Dress Code.** All program personnel, volunteers and student interns shall wear clothing that is professional in appearance. Program personnel, volunteers and student interns providing direct services to clients shall wear close-toed shoes for safety. The program personnel, volunteers and student interns who perform custodial or maintenance work are able to wear denim in the performance of their duties.

21. **PROGRAM TRANSITION.** All steps shall be taken by the Contractor to ensure a smooth and professional transition of the program to prevent any interruption of services to the clients and to preserve the integrity of the program.

a. The Contractor, who has not been awarded a new contract or renewal of an existing contract under this program, shall immediately prepare to relinquish all program related information, files, equipment, service contributions and program income (contributions, donations, and gifts) remaining balances and all other operational, administrative, and service documents and/or items to the new Contractor. The Contractor shall designate a person(s) who will work with DPH&SS, DSC in the transition process to the new Contractor.

b. The DPH&SS, DSC shall oversee the transfer of all program related information, files, equipment, monies, etc., to the new Contractor.

22. **NEPOTISM.** With the exception of "For Profit" organizations, the Contractor shall ensure no employee supervises relatives to the first degree. The Contractor shall ensure no more than two (2) members of an immediate family shall be employed under this program. First degree or immediate family is defined as brother, sister, parent, child, or spouse.

23. **SPECIAL REPORTING REQUIREMENTS FOR NON-PROFIT ORGANIZATIONS.** Contractor, if a non-profit organization, in addition to any terms and conditions of this Contract shall comply with the reporting requirements set forth in the annual appropriations act and this clause. In the event one of the Contractor's subcontractors is a non-profit organization the provisions of this clause shall also be deemed to apply to Contractor's subcontractor, and Contractor is obligated to submit its non-profit subcontractor's information in the same manner and time periods.

    a. Contractor shall maintain accurate financial records of all monies paid to it under this Agreement.

    b. Contractor shall provide to DPH&SS, DSC a budgetary breakdown by object category as to all services under this Agreement. An initial proposed budgetary breakdown was required as part of the initial cost proposal of Contractor and it is included as part of the Scope of Services as subsequently agreed and approved between Contractor and DPH&SS, DSC.

    c. Contractor shall provide to DPH&SS, DSC 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. Reports must be received by DPH&SS, DSC. For the initial year of this Agreement and that at appropriate corresponding dates for all subsequent years.

    d. Contractor must provide written notification to DPH&SS, DSC 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 this Agreement.

    e. Contractor shall provide access to DPH&SS, DSC or its duly authorized representative, and of Government of Guam auditors, 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 this Agreement. Contractor shall upon written request by DPH&SS, DSC provide source documentation, including but not limited to copies of checks or receipts, employee pay statement, inventory receipt, attendance records, utility bills.

f. Contractor is subject to the Single Audit Rules shall provide annually to the DPH&SS, DSC copies of its Audit Reports for all time periods covered as part of this Agreement.

g. Contractor shall provide certified detailed inventory listing of each Fiscal Year's purchases under this Agreement to the DPH&SS, DSC as well as a Fiscal Year end report of all expenditures of funds under this Agreement, no later than November 15, 2015 the initial year, and November 15, of each subsequent year.

h. In the event Contractor fails to timely provide any reports or items set forth in this section to DPH&SS, DSC after prior written reasonable notice by DPH&SS, DSC to Contractor and Contractor's failure to cure the contract default, DPH&SS, DSC 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 Contractor.

24. **PUBLIC LAW 30-168, PROHIBITING DISCRIMINATION FOR THE GOVERNMENT OF GUAM PROGRAMS SOLELY ON THE BASIS OF CONVICTION OF STATUS OFFENSE.** The Contractor shall comply with the provisions of this mandate in which *No* private entity that receives Government of Guam funding for any of its program may, *solely* on the basis of conviction of a status offense, discriminate against any person who would otherwise be eligible. Status offenses referenced above relates to truancy, possession of alcohol, or possession of tobacco.

25. **RESTRICTING THE USE OF MOBILE PHONES WHILE DRIVING A VEHICLE, AND PROVIDING FOR PUBLIC EDUCATION REQUIREMENTS REGARDING SUCH RESTRICTIONS.** The Contractor shall ensure compliance relative to the restrictions on the Use of Mobile Phones While Driving (Ref. P.L. 31-194, G.C.A Ch3 Title 16).

26. **DRUG AND SMOKE-FREE WORKPLACE.** The Contractor 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].

27. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).** The Contractor shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 P.L. 104-191 and the Federal "Standards for Privacy of Individually Identifiable Health Information" promulgated thereunder at 45 CFR Parts 160 and 164, Subparts A and E.

28. **SOCIAL SECURITY NUMBER CONFIDENTIALITY ACT.** The Contractor shall ensure compliance relative to preventing the inappropriate disclosure and

misappropriation of social security numbers (Ref. P.L. 28-95, Article 7, Title 5 GCA, Chapter 32).

29. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor shall be an equal opportunity employer. The Contractor shall not discriminate on the basis of race, religion, color, sex, sexual preference, age, national origin or disability. The Contractor shall ensure that employees are treated equally during employment without regard to their race, religion, color, sex, sexual preference, age, national origin, or disability.

30. **REPORTING REQUIREMENTS FOR NON-PROFIT ORGANIZATIONS, GUAM PUBLIC LAW OF ANNUAL APPROPRIATIONS ACT (see Item 23. Special Reporting Requirements for Non-Profit Organizations).** Non-compliance with reporting requirements as set forth in this annual provision of law will subject the non-profit offeror to a three percent (3%) reduction of its appropriation(s) and the overseeing agency's contract with the offeror shall so provide, unless otherwise prescribed by law.

31. **PUBLIC LAW 26-109. SECTION 2, §41210(b), ARTICLE 2, CHAPTER 41, DIVISION 5, TITLE 17 GCA.** The Contractor 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 Contractor is unable to employ due to the lack of individuals with disabilities who are able to work, the Contractor 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 Contractor and is subject to review and inspection by the DPH&SS, DSC.

32. **FINANCIAL MANAGEMENT SYSTEM.** The Contractor shall ensure the organization possesses an accounting system that meets the standards of the Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments, in financial reporting, accounting records, internal control, budget control, allowable cost, source documentation and cash management. The Contractor shall ensure their accounting system shall permit timely development of all necessary cost data in the form required by the DPH&SS, DSC and is in accordance with generally accepted accounting principles. The Contractor's accounting system is subject to review and approval by the Government in accordance with 5 GCA, §5236.

33. **ALLOWABLE COSTS:** This procurement is funded in part with federal funds and is governed by the cost principles of the Office of Management and Budget (OMB). Allowable costs are those costs identified in the relevant OMB circulars and in the grant program's authorizing legislation. All costs in this procurement must be reasonable, allocable, and necessary to the project, and they must also

comply with Federal and the Government of Guam funding statutes and regulations. See Cost Principles for Educational Institutions; Title 2 CFR Part 220, Cost Principles for State, Local and Indian Tribal Governments, Title 2 CFR Part 225, Cost Principles for Non-Profit Organizations, Title 2 CFR Part 230, the Federal Acquisition Regulations as well 2 GAR Division 4 Chapter 7 Cost Principles.

XIV. ADDITIONAL CONTRACT TERMS AND CONDITIONS

These terms and conditions shall be included in any contract.

1. **GENERAL COMPLIANCE WITH LAWS AND REQUIREMENTS.** The Contractor shall be required to comply with all Federal and Territorial laws, ordinances and requirements applicable to the work.

2. **INDEMNITY.** The Contractor shall save and hold harmless the DPH&SS, DSC, its officers, agents, representatives, successors and assigns and other government agencies from any and all suits or actions of every nature and kind, which may be brought forth or on account of any injury, death, or damage arising or growing out of the acts or omissions of the Contractor, Contractor's officers, agents, servants or employees under the Agreement.

3. **RETENTION AND ACCESS TO RECORDS AND OTHER REVIEW.** The Contractor, including its subcontractors, shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of the final payment under the Agreement, for inspection by the Government. Each subcontract by the Contractor pursuant to this Agreement shall include a provision containing the conditions of this section.

4. **OWNERSHIP OF DOCUMENTS.** All briefs, memoranda and other incidental work or materials furnished hereunder shall be and remain the property of the DPH&SS, DSC including all publication rights and copyright interests and may be used without any additional cost to the DPH&SS, DSC.

5. **CHANGE ORDER.** Pursuant to Title 2 GAR Division 4, §6101 (3) (a), Changes Clause, are as follows:

    a. By a written order, at any time, and without notice to surety, the Chief Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

(1) Drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the territory in accordance therewith;
(2) Method of shipment or packing; or
(3) Place of delivery.

b. **Adjustments of Price or Time for Performance.** If any such change order increases or decreases the Contractor's cost of, or the time required for performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the *Price Adjustment Clause* of this contract.

Failure of the parties to agree to an adjustment shall not excuse the Contractor from proceeding with the contract as changed, provided that the territory promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the Contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

c. **Time Period for Claim.** Within 30 days after receipt of a written change order under Paragraph (1) (Change Order) of this clause, unless such period is extended by the Procurement Officer in writing, Contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the Contractor's claim unless the territory is prejudiced by the delay in notification.

(1) **Claims Barred After Final Payment.** No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.
(2) **Other Claims Not Barred.** In the absence of such a change order, nothing in this clause shall be deemed to restrict the Contractor's right to pursue a claim arising under the contract if pursued in accordance with the clause entitled, "Claims Based on a Procurement Officer's Actions or Omissions, Notice of Claim Clause', or for breach of contract."

d. **Stop Work Order:** Ref. 2 GAR Division 4, §6101 (4) (c)

(1) **Order to Stop Work** .The Procurement Officer may, by written order to the contractor, at any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued

pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Administrator of Supply Management shall either:

(a) Cancel the stop work order; or

(b) Terminate the work covered by such order as provided in the "Termination for Default Clause" or the "Termination for Convenience Clause" of this contract.

(2) **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or contract price shall be modified in writing accordingly, if:

(a) the stop work order results in an increase in the time required for, or in the contractor's cost properly allocable to, the performance of any part of this contract; and

(b) Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

(3) **Termination of Stopped Work.** If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

(4) **Adjustment of Price.** Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

6. **PRICE ADJUSTMENT.** Pursuant to Title 2 GAR Division 4, §6101 (6), Price Adjustment are as follows:

a. **Price Adjustment Methods.** Any adjustment in contract price pursuant to a clause in this contract shall be made in one or more of the following ways:

(1) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

(2) by unit prices specified in the contract or subsequently agreed upon;

(3) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract or subsequently agreed upon;

(4) in such other manner as the parties may mutually agree; or

(5) in the absence of agreement between the parties, by a unilateral determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by the Procurement Officer in accordance with generally accepted accounting principles and applicable sections of the regulations promulgated under Chapter 7 (Cost Principles), subject to the provisions of Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations (GAR).

b. **Submission of Cost or Pricing Data.** The Contractor shall provide cost or pricing data for any price adjustments subject to the provisions of §3118 (Cost or Pricing Data) of the Guam Procurement Regulations (GAR).

7. **CLAIMS BASED ON GOVERNMENT'S ACTIONS OR OMISSIONS.** Pursuant to Title 2 GAR Division 4, §5106 (8), Claims Based on Government's Actions or Omissions Clause, are as follows:

a. **Notice of Claim.** If any action or omission on the part of Procurement Officer, or designee of such officer, requiring performance changes within the scope of the contract constitutes the basis for a claim by the Contractor for additional compensation, damages, or an extension of time for completion, Contractor shall continue with performance of the contract in compliance with the directions or orders of such officials, but by so doing, the Contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

(1) Contractor shall have given written notice to the Procurement Officer, or designee of such officer:

(a) prior to the commencement of the work involved, if at that time the Contractor knows of the occurrence of such action or omission;

(b) within 30 days after the Contractor knows of the occurrence of such action or omission, if the Contractor did not have such knowledge prior to the commencement of the work; or

(c) within such further time as may be allowed by the Procurement Officer in writing.

This notice shall state that the Contractor regards the act or omission as a reason which may entitle the Contractor to additional

compensation, damages, or an extension of time. The Procurement Officer or designee of such officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Procurement Officer or designee of such officer.

(2) The notice required by Subparagraph (a) of this Paragraph describes as clearly as practicable at the time the reasons why Contractor believes that additional compensation, damages, or an extension of time may be remedies to which Contractor is entitled; and

(3) Contractor maintains and, upon request, makes available to the Procurement Officer within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.

b. **Limitations of Clause.** Nothing herein contained, however, shall excuse the Contractor from compliance with any rules of law precluding any territorial officers and any contractors from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the contract.

c. **Adjustments of Price.** Any adjustment in the contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract."

8. **GOVERNING LAW.** The laws of Guam shall govern the validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties to this Agreement.

9. **CONSENT TO JURISDICTION.** Contractor hereby expressly consents to the jurisdiction of and the forum of the courts of Guam with respect to any and all claims which may arise by reason of this Agreement, except as otherwise may be provided by the Guam Procurement Law. The Contractor waives any and all rights it may otherwise have to contest the same or to proceed in a different jurisdiction or forum.

10. **CLAIMS AGAINST GOVERNMENT.** The DPH&SS, DSC is a line agency of the Government of Guam. Contractor expressly recognizes that the Government Claims Act (Title 5 of the Guam Code Annotated, Chapter 6) applies with respect only to claims of money owed by or to the Contractor against the DPH&SS, DSC if the claim arises out of or in connection with this Agreement. Contractor also expressly recognizes that all other claims by the Contractor against DPH&SS, DSC are subject to the Guam Procurement Law (Title 5 of the Guam Code Annotated, Chapter 5).

Contractor agrees that he will, within thirty (30) days after any claim accrues arising out of or in connection with the Agreement provided herein, give written notice to the Government and the Attorney General of Guam of such claim, setting forth in detail all the facts relating thereto and the basis for such claim, and that he will not institute any suit or action against the Government in any court or tribunal in any jurisdiction based on any such claim later than one (1) year after such filing. Any action or suit on any claim shall not include any item or matter not specifically mentioned in the proof of claim above specified. It is agreed that if such action or suit is instituted, proof by the Contractor of his compliance with the provisions of this paragraph shall be a condition precedent to any recovery, and that this paragraph does not constitute a waiver of any applicable statutes of limitations.

11. **TERMINATION FOR DEFAULTS:** Ref. 2 GAR Division 4, §6101 (8)

a. **Default.** If Contractor 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 Government (Procurement Officer) may notify the Contractor in writing of the delay or non-performance and if not cured in ten days or any longer time specified in writing by the Government (Procurement Officer), such officer may terminate the Contractor'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 Government (Procurement Officer) may procure similar supplies or services in a manner and upon terms deemed appropriate by the Government (Procurement Officer). Contractor shall continue performance of the Agreement to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

b. **Contractor's Duties**. Notwithstanding termination of the Agreement and subject to any directions from the Government (Procurement Officer), Contractor shall take timely, reasonable, and necessary action to protect and preserve property in possession of Contractor in which the territory has an interest.

c. **Compensation**. Payment for completed supplies delivered and accepted by the territory shall be at the contract price. Payment for the protection and preservation of property shall be in an amount agreed upon by the Contractor and the Procurement Officer; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations. The territory may withhold from amounts due the Contractor such sums as the Procurement Officer deems to be

necessary to protect the territory against loss because of outstanding liens or claims of former lien holders and to reimburse the territory for the excess costs incurred in procuring similar goods and services.

d. **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Procurement Officer within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the territory and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the supplies or services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the Agreement requirements. Upon request of Contractor, the Government (Procurement Officer) shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the Agreement, the delivery schedule shall be revised accordingly, subject to the rights of the territory under the clause entitled (in fixed-price contracts, "Termination" for Convenience in cost-reimbursement contracts) "Termination". (As used in this Paragraph of this clause the term "subcontractor" means subcontractor at any tier.)

e. **Erroneous Termination for Default.** If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that Contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the territory, be the same as if the notice of termination had been issued pursuant to such clause. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the territory, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the Contractor's rights under Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations.

f. **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.

g. **Liquidated Damages.** Reference Title 2 GAR Division 4, §6101 (9) (a). When the Contractor is given notice of delay or nonperformance as specified in Paragraph (d) (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified, the Contractor shall be liable for damages for delay in the amount of one-fourth of one-percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonably obtains similar supplies or services if the Contractor is terminated for default, or until the Contractor provides the supplies or services if the Contractor is not terminated for default. To the extent that the Contractor's delay or nonperformance is excused under Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the territory. The Contractor remains liable for damages caused other than by delay.

h. **In Other Situations**. If the contract will not have a termination for Default Clause or the liquidated damages are to be assessed for reasons other than delay, the Chief Procurement Officer may approve the use of any appropriate liquidated damages clause.

12. **TERMINATION FOR CONVENIENCE.** Reference Title 2 GAR Division 4, §6101 (10).

a. **Termination.** The Government may, when the interest of the territory so require, terminate this contract in whole or in part, for the convenience of the territory. The Government shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

b. **Contractor's Obligations.** Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Government may direct the Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the territory. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

c. **Right to Supplies.** The Government may require Contractor to transfer title and deliver to the territory in the manner and to the extent directed by the Procurement Officer:

(1) any completed supplies; and
(2) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract.

The Contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the Contractor in which the territory has an interest. If the Procurement Officer does not exercise this right, the Contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code of Guam, §2706 (U.S.C.G. §2706 is quoted at the end of this §6101(10)(d) Utilization of this Section in no way implies that the territory has breached the contract by exercise of the Termination for Convenience Clause.

d. **Compensation.**

(1) Contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data to the extent required by §3118 (Cost or Pricing Data) of the Guam Procurement Regulations bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.
(2) The Government and Contractor may agree to a settlement provided the contractor has filed a termination claim supported by cost or pricing data to the extent required by §3118 (Cost or Pricing Data) of the Guam Procurement Regulations and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the territory, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated.
(3) Absent complete agreement under Subparagraph (B) of this Paragraph, the Government shall pay the Contractor the following amounts, provided payments agreed to under Subparagraph (B) shall not duplicate payments under this Subparagraph:
    (a) contract prices for supplies or services accepted under the contract;

(b) costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid for accepted supplies or services; provided, however, that if it appears that the contractor would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;

(c) costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Contractor's Obligation of this clause. These costs must not include costs paid in accordance with this Paragraph;

(d) the reasonable settlement costs of the Contractor including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this contract. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph D (2) above, and the contract price of work not terminated.

(4) Cost claimed, agreed to, or established under (B) and (C) of this Paragraph shall be in accordance with Chapter 7 (Cost Principles) of the Guam Procurement Regulations (GAR).

14 GCA §2796 (UCC) states:

§2076. Seller's Resale Including Contract for Resale.

(a) Under the conditions stated in §2703 on seller's remedies, the seller may resell the goods concerned or the undelivered balance thereof. Where the resale is made in good faith and in a commercially reasonable manner the seller may recover the difference between the resale price and the contract price together with an incidental damages allowed under the provisions of this division (§2710), but less expenses saved in consequence of the buyer's breach.

(b) Except as otherwise provided in Subsection (3) or unless otherwise agreed resale may be at public or private sale

including sale by way of one or more contracts to sell or of identification to an existing contract of the seller. Sale may be as a unit or in parcels and at any time and place and on any terms, but every aspect of the sale including the method, manner, time, place and terms must be commercially reasonable. The resale must be reasonably identified as referring to the broken contract, but it is not necessary that the goods be in existence or that any or all of them have been identified to the contract before the breach.

(c) Where the resale is at private sale the seller must give the buyer reasonable notification of his intention to resell.

(d) Where the resale is at public sale:

6) Only identified goods can be sold except where there is a recognized market for a public sale of futures in goods of the kind; and

7) It must be made at a usual place or market for public sale if one is reasonably available and except in the case of goods which are perishable or threaten to decline in value speedily the seller must give the buyer reasonable notice of the time and place of the resale; and

8) If the goods are not to be within the view of those attending the sale, the notification of sale must state the place where the goods are located and provide for their reasonable inspection by prospective offerors; and

9) The seller may buy.

(e) A purchaser who buys in good faith at a resale takes the goods free of any rights of the original buyer even though the seller fails to comply with one or more of the requirements of this section.

(f) The seller is not accountable to the buyer for any profit made on any resale. A person in the position of a seller (§2707) or a buyer who has rightfully rejected or justifiably revoked acceptance must account for any excess over the amount of his security interest, as hereinafter defined (Subsection 3) of §2711).

13. **MANDATORY DISPUTES RESOLUTION CLAUSE [2 GAR DIVISION 4 §9103(g)].**

a. The Government and the Contractor 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 Contractor shall request the Government in writing to issue a final decision within 60 days after receipt of the written request. If the Government does not issue a written decision within 60 days after

written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as though the Government had issued a decision adverse to the Contractor.

b. The Government shall immediately furnish a copy of the decision to the Contractor, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.

c. The Government's decision shall be final and conclusive, unless fraudulent or unless the Contractor appeals the decision.

d. This subsection applies to appeals of the Government's decision on a dispute. For money owed by or to the Government under this Agreement, the Contractor shall appeal the decision in accordance with the Government Claims Act by initially filing a claim with the Office of the Attorney General no later than 18 months after the decision is rendered by the Government or from the date when a decision should have been rendered. For all other claims by or against the Government arising under this Agreement, the Office of Public Accountability has jurisdiction over the appeal from the decision of the Government. Appeals to the Office of Public Accountability must be made within 60 days of the Government's decision or from the date the decision should have been made.

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

f. The Contractor shall comply with the Government'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 Contractor claims a material breach of this Agreement by the Government. However, if the Government determines in writing that continuation of services under this Agreement is essential to the public's health or safety, then the Contractor shall proceed diligently with performance of the Agreement notwithstanding any claim of material breach by the Government.

14. **MODIFICATION OF CLAUSES.** Pursuant to Title 5 GCA, Division 1, Article 6, §5350(d), modification of changes in the scope of services is permitted provided that any variations are supported by a written determination that states the circumstances justifying such variation. Any modifications shall be in the form of an amendment to the scope of services of the Agreement.

15. **ETHICAL STANDARDS [2 GAR Division 4 §11103(b)].** With respect to this Agreement and any other contract that the Contractor may have, or wish to enter into, with any government of Guam agency, the Contractor 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.

16. **PROHIBITION AGAINST GRATUITIES AND KICKBACKS [2 GAR Division 4 §11107(e)].** With respect to this Agreement and any other contract that the Contractor may have, or wish to enter into, with any government of Guam agency, the Contractor represents that he has not violated, is not violating, and promises that it will not violate, the prohibition against gratuities and kickbacks set forth in the Guam Procurement Regulations.

17. **PROHIBITION AGAINST CONTINGENT FEES [2 GAR Division 4 §11108(h)].** The Contractor represents that it has not retained any person or agency upon an agreement or understanding for a percentage, commission, brokerage, or other contingent arrangements, except for retention of bona fide employees or bona fide established commercial selling agencies, to solicit or secure this Agreement or any other contract with the government of Guam or its agencies.

18. **PROHIBITION AGAINST EMPLOYMENT OF SEX OFFENDERS [5 GCA §5253(b)].** Contractor warrants that no person providing services on behalf of the Contractor who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28 Title 9 GCA, 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 shall work for his employer on the property of the government of Guam other than a public highway; and that if any person providing services on behalf of the Contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense that as defined in Article 2 of Chapter 28, Title 9 GCA 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, the employee will be immediately removed from working on the property of the government of Guam and that the Director of the DPH&SS be informed of such within twenty-four (24) hours of such conviction.

    Contractor, after notice from DPH&SS, DSC of a violation of this provision, shall, within twenty-four (24) hours, take corrective action and shall report such action to DPH&SS, DSC. Failure to take corrective action within the stipulated period may result in the temporary suspension of the contract at the discretion of the Director of the DPH&SS.

19. **GOVERNMENT NOT LIABLE.** The Government assumes no liability for any accident or injury that may occur to the Contractor, his/her agents, dependents, or personal property during any travel mandated by the terms of this Agreement. Further, the Government shall not be liable to the Contractor for any work performed by the Contractor prior to the approval of the Agreement by the Government and the Contractor, hereby expressly waives any and all claims for

services performed in expectation of an Agreement prior to its approval by the Government.

20. **PREVAILING WAGES COMPLIANCE WITH USDOL WAGE DETERMINATION.** WAGE AND BENEFIT COMPLIANCE - CONTRACTORS PROVIDING SERVICES

a. Contractor with regard to all persons its employs who purpose in whole or in part is the direct delivery of service contracted for with the DPH&SS, DSC under this Agreement, shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct deliverance of deliverables to the government of Guam. §5802 G.C.A. Ch5 Title 5. Contractor shall be responsible for flowing down this obligation to its subcontractors.

b. The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract was awarded to Contractor shall be used to determine wages and benefits which shall be paid to employees pursuant to this clause. §5801 G.C.A. Ch5 Title 5.

c. Should any contract contain a renewal clause, then at the time of renewal adjustments there shall be stipulations contained in that contract for applying the Wage Determination, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply. §5801 G.C.A. Ch5 Title 5.

d. In addition to Wage Determination detailed above, health and similar benefits for employees having e a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor shall apply. Contractor shall pay a minimum of ten (10) paid holidays per annum per employee. §5802 G.C.A. Ch5 Title 5.

e. Any violation of Contractor or its subcontractors obligations of this section 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 payment of all back wages and benefits due. §5803 G.C.A. Ch5 Title 5.

f. In addition to any and all other breach of contract DPH&SS, DSC may have under this Agreement, in the event there is a violation in the process set forth in subsection (e) above, Contractor may be placed on probationary status by the Chief Procurement Officer of the General Service Agency, or its successor, for a period of one (1) year. During the

probationary status, a Contractor shall not be awarded any contract by any instrumentality of the Government of Guam. A Contractor who has been placed on probationary status, or has been assessed a monetary penalty pursuant to 5 G.C.A. Article 13 Title 5 may appeal such penalty or probationary status to the Superior Court of Guam. §5804 G.C.A. Ch5 Title 5.

g. Contractor along with all proposed offerors and submitter under this procurement were required to submit a Declaration of Compliance with Wage Determination laws as part of this procurement with a copy of the most recent Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor. §5805 G.C.A. Ch5 Title 5.

h. The applicable USDOL Wage Determination Rate Revision (as defined by subsections (b) and (c) is to this Agreement. Contractor agrees to provide upon written request by the Government of Guam written certification of its compliance with its obligations 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 Government of Guam, the Contractor shall submit source documents as to those individuals who provide direct services in part or whole under this Agreement and its payments to them of such wages and benefits.

21. **INSURANCE.** Contractor agrees to procure and maintain in effect Workers Compensation, Commercial General Liability, and Comprehensive General Liability Insurance coverage. The Contractor shall provide certificates of such insurance to DPH&SS, DSC when required and shall immediately report in writing to the DPH&SS, DSC any insurance claims filed. The Contractor is responsible for obtaining and maintaining the necessary insurance coverage for the operations of this program.

a. Workers Compensation Insurance in the form and amount required by the law of the Government of Guam to cover all employees working in any capacity in executing this contract.

b. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than One Million Dollars ($1,000,000.00) per occurrence and/or combined single-limit bodily injury and property damage. The Contractor shall ensure the insurance is issued by a company authorized to do business on Guam with minimum limits of not less than One Million Dollars ($1,000,000.00) for bodily injuries or death per occurrence, and not less than Three Hundred Thousand Dollars ($300,000.00) for damages to property. Such policy shall insure the Government and their respective agents and employees with respect to

liability as a result of the ownership, maintenance, use or operation of vehicles pursuant to the Agreement.

c. Professional Liability Insurance in a form acceptable to the Government and with a limit of liability of not less than One Million Dollars ($1,000,000.00).

22. **SEVERABILITY PROVISION.** The provision of this 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, for any reason is declared to be unenforceable, the parties will substitute and enforceable provision that, to the maximum extent possible in accordance with applicable law, preserves the original intentions and economic positions of the parties.

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

24. **ASSIGNMENT, SUCCESSORS AND ASSIGNS.** Contractor may not assign or otherwise transfer this Contract or any of the rights that it grants without the prior written consent of the Government. 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.

25. **BINDING SIGNATORY.** This Agreement and any modification hereto, is not binding until approved by the Attorney General and Governor of Guam.

XV. APPENDIX OF MANDATORY FORMS

Appendix A-1 Offeror's Profile
Appendix A-2 Affidavit Disclosing Ownership and Commissions
Appendix A-3 Affidavit re Non-Collusion
Appendix A-4 Affidavit re No Gratuities or Kickbacks
Appendix A-5 Affidavit re Ethical Standards
Appendix A-6 Affidavit re Contingent Fees
Appendix A-7 Declaration re Compliance with U.S. Department of Labor (DOL) Wage Determination for Guam (includes attachment of U.S. DOL Wage Determination No. 2005-2147, Revision No. 15, Dated 06/19/2013)

Appendix A-1

OFFEROR'S PROFILE

1.	Proposal for:	**ADULT DAY CARE (ADC) SERVICES** **RFP/DPHSS-2014-002** **October 1, 2014 through September 30, 2017**
2.	Name of Organization:	
	Address:	
	Office Telephone Number:	
	Fax Number:	
	E-mail Address:	
3.	Type of Organization. Indicate status, check one:	( ) Governmental Unit established by law ( ) Private Non-Profit Corporation ( ) Proprietary Agency ( ) Private for Profit ( ) Other: Specify _____
4.	Location of the organization's principal place of business or central office.	
5.	Location of proposed place of business, if different from above.	
6.	Date of Incorporation, as applicable.	
7.	Number of years in business:	
8.	Average number of employees over a period of 12 months:	
9a.	Name of proposed Executive or Program Director:	
9b.	Name and position title of proposed alternate Person in Charge:	
10a.	Name of proposed Program Manager who shall be responsible for the daily operations of the program:	
10b.	Contact Number:	

Appendix A-2

AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSIONS

CITY OF _____)
) **ss.**
ISLAND OF GUAM)

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

[ ] The offeror is an individual or sole proprietor and owns the entire (100%) interest in the offering business.

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

Name	Address	% of Interest

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

Name	Address	Compensation

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

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

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

_____
NOTARY PUBLIC
My commission expires: _____

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

Appendix A-3

AFFIDAVIT re NON-COLLUSION

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

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

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

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

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

Subscribed and sworn to before me

this _____ day of _____, 201__.

_____
NOTARY PUBLIC
My commission expires _____, _____.

AG Procurement **Form 003** (Jul. 12, 2010)

Appendix A-4

AFFIDAVIT re NO GRATUITIES or KICKBACKS

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

1. The name of the offering firm or individual is [*state name of offeror company*] _____. Affiant is _____ [*state one of the following: the offeror, a partner of the offeror, an officer of the offeror*] making the foregoing identified bid or proposal.

2. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents, subcontractors, or employees have violated, are violating the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107(e). Further, affiant promises, on behalf of offeror, not to violate the prohibition against gratuities and kickbacks as set forth in 2 GAR Division 4 § 11107(e).

3. To the best of affiant's knowledge, neither affiant, nor any of the offeror's officers, representatives, agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam employee or former government employee, any payment, gift, kickback, gratuity or offer of employment in connection with the offeror's proposal.

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

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

Subscribed and sworn to before me

this _____ day of _____, 201__.

_____
NOTARY PUBLIC
My commission expires _____, _____.

AG Procurement **Form 004** (Jul. 12, 2010)

Appendix A-5

AFFIDAVIT RE ETHICAL STANDARDS

CITY OF _____)
) **ss.**
ISLAND OF GUAM)

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

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

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

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

_____
NOTARY PUBLIC
My commission expires _____, _____.

AG Procurement **Form 005** (Jul. 12, 2010)

Appendix A-6

AFFIDAVIT re CONTINGENT FEES

CITY OF _____)
)ss.
ISLAND OF GUAM)

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

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

2. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. This statement is made pursuant to 2 GAR Division 4 11108(f).

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

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

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

Subscribed and sworn to before me

this _____ day of _____, 201__.

_____
NOTARY PUBLIC
My commission expires _____, _____.

AG Procurement **Form 007** (Jul. 15, 2010)

Appendix A-7

DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION FOR GUAM

Procurement No.: _____

Name of Offeror Company: _____

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

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

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

§ 5801. Wage Determination Established.

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

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

§ 5802. Benefits.

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

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

(4) That I have attached the most recent Wage Determination **applicable to Guam** issued by the U.S. Department of Labor. (***INSTRUCTIONS*** - The actual USDOL Wage Determination, No. 2005-2147, Revision No.: 15, Date of Revision: 06/19/2013 is an attachment to this form. The attached applicable USDOL Wage Determination consists of 10 pages and is available at U.S. Department of Labor URL website at www.wdol.gov.)

_____

Signature

AG Procurement **Form 006** (Feb. 16, 2010)

WD 05-2147 (Rev.-15) was first posted on www.wdol.gov on 06/25/2013
****

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Diane C. Koplewski Director — Division of Wage Determinations	Wage Determination No.: 2005-2147 Revision No.: 15 Date Of Revision: 06/19/2013

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide
Northern Marianas Statewide
Wake Island Statewide

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.50
01012 - Accounting Clerk II		13.53
01013 - Accounting Clerk III		15.59
01020 - Administrative Assistant		17.67
01040 - Court Reporter		15.38
01051 - Data Entry Operator I		10.48
01052 - Data Entry Operator II		11.99
01060 - Dispatcher, Motor Vehicle		13.06
01070 - Document Preparation Clerk		12.25
01090 - Duplicating Machine Operator		12.25
01111 - General Clerk I		10.29
01112 - General Clerk II		11.28
01113 - General Clerk III		12.32
01120 - Housing Referral Assistant		17.15
01141 - Messenger Courier		10.12
01191 - Order Clerk I		11.23
01192 - Order Clerk II		12.25
01261 - Personnel Assistant (Employment) I		14.33
01262 - Personnel Assistant (Employment) II		14.90
01263 - Personnel Assistant (Employment) III		16.48
01270 - Production Control Clerk		18.34
01280 - Receptionist		9.67
01290 - Rental Clerk		11.10
01300 - Scheduler, Maintenance		13.75
01311 - Secretary I		13.75
01312 - Secretary II		15.38
01313 - Secretary III		17.15
01320 - Service Order Dispatcher		11.57
01410 - Supply Technician		17.67
01420 - Survey Worker		15.26
01531 - Travel Clerk I		11.61
01532 - Travel Clerk II		12.57
01533 - Travel Clerk III		13.44
01611 - Word Processor I		12.25
01612 - Word Processor II		13.75
01613 - Word Processor III		15.38
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		13.34
05010 - Automotive Electrician		13.06
05040 - Automotive Glass Installer		12.10
05070 - Automotive Worker		12.10

05110 - Mobile Equipment Servicer	8.59
05130 - Motor Equipment Metal Mechanic	13.06
05160 - Motor Equipment Metal Worker	12.10
05190 - Motor Vehicle Mechanic	13.06
05220 - Motor Vehicle Mechanic Helper	10.12
05250 - Motor Vehicle Upholstery Worker	12.10
05280 - Motor Vehicle Wrecker	12.10
05310 - Painter, Automotive	12.37
05340 - Radiator Repair Specialist	12.10
05370 - Tire Repairer	7.81
05400 - Transmission Repair Specialist	12.10
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.47
07041 - Cook I	9.54
07042 - Cook II	11.78
07070 - Dishwasher	7.25
07130 - Food Service Worker	7.78
07210 - Meat Cutter	11.86
07260 - Waiter/Waitress	7.59
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.38
09040 - Furniture Handler	8.85
09080 - Furniture Refinisher	14.38
09090 - Furniture Refinisher Helper	10.66
09110 - Furniture Repairer, Minor	12.51
09130 - Upholsterer	14.38
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.23
11060 - Elevator Operator	8.23
11090 - Gardener	10.99
11122 - Housekeeping Aide	8.33
11150 - Janitor	8.23
11210 - Laborer, Grounds Maintenance	9.14
11240 - Maid or Houseman	7.25
11260 - Pruner	8.23
11270 - Tractor Operator	10.33
11330 - Trail Maintenance Worker	9.14
11360 - Window Cleaner	9.14
12000 - Health Occupations	
12010 - Ambulance Driver	15.81
12011 - Breath Alcohol Technician	15.81
12012 - Certified Occupational Therapist Assistant	21.70
12015 - Certified Physical Therapist Assistant	21.70
12020 - Dental Assistant	13.20
12025 - Dental Hygienist	29.85
12030 - EKG Technician	23.96
12035 - Electroneurodiagnostic Technologist	23.96
12040 - Emergency Medical Technician	15.81
12071 - Licensed Practical Nurse I	14.14
12072 - Licensed Practical Nurse II	15.81
12073 - Licensed Practical Nurse III	17.63
12100 - Medical Assistant	11.54
12130 - Medical Laboratory Technician	14.14
12160 - Medical Record Clerk	11.82
12190 - Medical Record Technician	13.59
12195 - Medical Transcriptionist	14.14
12210 - Nuclear Medicine Technologist	34.75
12221 - Nursing Assistant I	10.03
12222 - Nursing Assistant II	11.30
12223 - Nursing Assistant III	12.31
12224 - Nursing Assistant IV	13.84
12235 - Optical Dispenser	15.81
12236 - Optical Technician	14.14

12250 - Pharmacy Technician		13.41
12280 - Phlebotomist		13.84
12305 - Radiologic Technologist		22.64
12311 - Registered Nurse I		20.70
12312 - Registered Nurse II		25.32
12313 - Registered Nurse II, Specialist		25.32
12314 - Registered Nurse III		30.64
12315 - Registered Nurse III, Anesthetist		30.64
12316 - Registered Nurse IV		36.72
12317 - Scheduler (Drug and Alcohol Testing)		19.59
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		15.06
13012 - Exhibits Specialist II		18.66
13013 - Exhibits Specialist III		22.83
13041 - Illustrator I		15.06
13042 - Illustrator II		18.66
13043 - Illustrator III		22.83
13047 - Librarian		20.66
13050 - Library Aide/Clerk		12.00
13054 - Library Information Technology Systems Administrator		18.66
13058 - Library Technician		15.06
13061 - Media Specialist I		13.46
13062 - Media Specialist II		15.06
13063 - Media Specialist III		16.80
13071 - Photographer I		12.82
13072 - Photographer II		14.32
13073 - Photographer III		17.75
13074 - Photographer IV		21.73
13075 - Photographer V		26.30
13110 - Video Teleconference Technician		12.91
14000 - Information Technology Occupations		
14041 - Computer Operator I		13.65
14042 - Computer Operator II		15.76
14043 - Computer Operator III		17.56
14044 - Computer Operator IV		19.50
14045 - Computer Operator V		21.81
14071 - Computer Programmer I	(see 1)	15.73
14072 - Computer Programmer II	(see 1)	19.50
14073 - Computer Programmer III	(see 1)	23.84
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	24.23
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		13.65
14160 - Personal Computer Support Technician		19.50
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		24.23
15020 - Aircrew Training Devices Instructor (Rated)		29.32
15030 - Air Crew Training Devices Instructor (Pilot)		33.30
15050 - Computer Based Training Specialist / Instructor		24.23
15060 - Educational Technologist		22.82
15070 - Flight Instructor (Pilot)		33.30
15080 - Graphic Artist		20.47
15090 - Technical Instructor		17.65
15095 - Technical Instructor/Course Developer		21.58
15110 - Test Proctor		13.87
15120 - Tutor		13.87
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		8.08
16030 - Counter Attendant		8.08
16040 - Dry Cleaner		9.34
16070 - Finisher, Flatwork, Machine		8.08

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

23530 - Machinery Maintenance Mechanic	17.38
23550 - Machinist, Maintenance	15.43
23580 - Maintenance Trades Helper	9.92
23591 - Metrology Technician I	15.43
23592 - Metrology Technician II	16.41
23593 - Metrology Technician III	17.37
23640 - Millwright	15.43
23710 - Office Appliance Repairer	14.38
23760 - Painter, Maintenance	13.55
23790 - Pipefitter, Maintenance	15.32
23810 - Plumber, Maintenance	14.38
23820 - Pneudraulic Systems Mechanic	15.43
23850 - Rigger	15.43
23870 - Scale Mechanic	13.55
23890 - Sheet-Metal Worker, Maintenance	15.21
23910 - Small Engine Mechanic	13.55
23931 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.76
23950 - Telephone Lineman	18.24
23960 - Welder, Combination, Maintenance	14.66
23965 - Well Driller	15.43
23970 - Woodcraft Worker	15.43
23980 - Woodworker	11.67
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	12.58
24610 - Chore Aide	12.43
24620 - Family Readiness And Support Services Coordinator	12.44
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	15.43
25040 - Sewage Plant Operator	14.49
25070 - Stationary Engineer	15.43
25190 - Ventilation Equipment Tender	10.73
25210 - Water Treatment Plant Operator	14.49
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90
27007 - Baggage Inspector	7.35
27008 - Corrections Officer	12.05
27010 - Court Security Officer	12.05
27030 - Detection Dog Handler	10.90
27040 - Detention Officer	12.05
27070 - Firefighter	12.05
27101 - Guard I	7.37
27102 - Guard II	10.90
27131 - Police Officer I	12.05
27132 - Police Officer II	13.40
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9.53
28042 - Carnival Equipment Repairer	10.08
28043 - Carnival Equpment Worker	7.78
28210 - Gate Attendant/Gate Tender	13.18
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	14.74
28510 - Recreation Aide/Health Facility Attendant	10.76
28515 - Recreation Specialist	18.26
28630 - Sports Official	11.74
28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	15.20
29020 - Hatch Tender	15.20
29030 - Line Handler	15.20

29041 - Stevedore I		14.22
29042 - Stevedore II		16.25
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	27.16
30021 - Archeological Technician I		17.49
30022 - Archeological Technician II		19.56
30023 - Archeological Technician III		24.21
30030 - Cartographic Technician		23.18
30040 - Civil Engineering Technician		21.93
30061 - Drafter/CAD Operator I		17.49
30062 - Drafter/CAD Operator II		19.56
30063 - Drafter/CAD Operator III		20.74
30064 - Drafter/CAD Operator IV		24.21
30081 - Engineering Technician I		14.62
30082 - Engineering Technician II		16.41
30083 - Engineering Technician III		18.36
30084 - Engineering Technician IV		22.34
30085 - Engineering Technician V		27.83
30086 - Engineering Technician VI		33.66
30090 - Environmental Technician		21.10
30210 - Laboratory Technician		20.74
30240 - Mathematical Technician		23.34
30361 - Paralegal/Legal Assistant I		19.06
30362 - Paralegal/Legal Assistant II		21.53
30363 - Paralegal/Legal Assistant III		26.35
30364 - Paralegal/Legal Assistant IV		30.80
30390 - Photo-Optics Technician		21.93
30461 - Technical Writer I		22.17
30462 - Technical Writer II		27.10
30463 - Technical Writer III		32.79
30491 - Unexploded Ordnance (UXO) Technician I		22.74
30492 - Unexploded Ordnance (UXO) Technician II		27.51
30493 - Unexploded Ordnance (UXO) Technician III		32.97
30494 - Unexploded (UXO) Safety Escort		22.74
30495 - Unexploded (UXO) Sweep Personnel		22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	20.74
30621 - Weather Observer, Senior	(see 2)	23.00
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide		8.15
31030 - Bus Driver		9.69
31043 - Driver Courier		8.97
31260 - Parking and Lot Attendant		7.25
31290 - Shuttle Bus Driver		9.99
31310 - Taxi Driver		8.21
31361 - Truckdriver, Light		8.97
31362 - Truckdriver, Medium		11.61
31363 - Truckdriver, Heavy		12.48
31364 - Truckdriver, Tractor-Trailer		12.48
99000 - Miscellaneous Occupations		
99030 - Cashier		7.46
99050 - Desk Clerk		9.70
99095 - Embalmer		22.74
99251 - Laboratory Animal Caretaker I		16.24
99252 - Laboratory Animal Caretaker II		17.04
99310 - Mortician		22.74
99410 - Pest Controller		13.28
99510 - Photofinishing Worker		11.95
99710 - Recycling Laborer		10.76
99711 - Recycling Specialist		16.27
99730 - Refuse Collector		10.24

99810 - Sales Clerk	8.95
99820 - School Crossing Guard	15.03
99830 - Survey Party Chief	20.30
99831 - Surveying Aide	11.54
99832 - Surveying Technician	15.00
99840 - Vending Machine Attendant	20.19
99841 - Vending Machine Repairer	23.57
99842 - Vending Machine Repairer Helper	20.19

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $3.81 per hour or $152.40 per week or $660.40 per month

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

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

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than $27.63 (or on a salary or fee basis at a rate not less than $455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds $27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

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

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

(3) The design, documentation, testing, creation or modification of computer

programs related to machine operating systems; or
(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

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

** UNIFORM ALLOWANCE **

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

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

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A

links to the Directory may be found on the WHD home page at http://www.dol.gov/esa/whd/ or through the Wage Determinations On-Line (WDOL) Web site at http://wdol.gov/.

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

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

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

XVI. APPENDIX OF MANDATORY FEDERAL PROGRAM FORMS

Appendix B-1 Limited English Proficiency Certification
Appendix B-2 Certification of Non-Discrimination
Appendix B-3 Civil Rights Requirements
Appendix B-4 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Appendix B-5 Compliance with Federal Laws and Regulations

Appendix B-1

LIMITED ENGLISH PROFICIENCY CERTIFICATION

Limited English Proficiency Certification

I certify that Limited English Proficiency persons have meaningful access to any services under any developed (if applicable) program(s). National origin discrimination includes discrimination on the basis of Limited English Proficiency (LEP). Meaningful access may entail providing language assistance services, including oral and written translation when necessary.

SUBMITTED BY:

Signature:	Date:
Name:	Title:
Agency:	

Instructions: Offerors need to sign and submit this form with the Proposal.

Appendix B-2

CERTIFICATION OF NON-DISCRIMINATION

Certification of Non-Discrimination

Contractor agrees that:

It will comply, with and will insure compliance by its sub-grantees and contractors with the non discrimination requirements of the following statutes and regulations:

- Omnibus Crime Control and Safe Streets Act of 1968, as amended, and 42 U.S.C. 3789(d) which prohibits discrimination on the basis of race, color, national origin, religion, or sex in the United States Department of Justice funded programs or activities;
- Title VI of the Civil Rights Act of 1964, and 42 U.S.C. §2000d which prohibits discrimination on the basis of race, color or national origin in the United States Department of Justice funded programs or activities;
- Section 504 of the Rehabilitation Act of 1973, and 29 U.S.C. §794 which prohibits discrimination on the basis of disability in U.S. D.O.E. funded programs or activities;
- Title II of the Americans with Disabilities Act (ADA) of 1990, and 42 U.S.C. §12132, as it relates to discrimination on the basis of disability in the United States Department of Justice funded programs or activities;
- Title IX of the Education Amendments of 1972, and 20 U.S.C. §1681 as it relates to discrimination on the basis of sex the United States Department of Justice funded training or educational programs;
- The Age Discrimination Act 1975, and 42 U.S.C. §6102, as it relates to services discrimination on the basis of age the United States Department of Justice funded programs or activities.

No person shall, on the grounds of race, color, religion, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in connection with any program or activity funded in whole or in part with funds made available under this title from the U.S. Department of Health and Human Services. The applicant agency also certified that, if required to formulate an Equal Employment Opportunity Plan (EEOP), in accordance with 28 CFR 42.301 et seq., it will maintain a current one on file. Non-compliance with the discrimination regulations may result in the suspension or termination of funding.

In the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, sex, or disability against a recipient of Federal funds, or any sub-grantee or contractor of that recipient, a copy of such findings must be forwarded to the United States of Department of Health and Human Services.

If your organization is required to develop an EEOP and your organization has received a single award for $500,000 or more in grant funds, whether directly from the U.S. Department of Health and Human Services or indirectly from a state or local agency as a sub-recipient, your agency must submit a copy of the subject EEOP to the U.S. Department of Health and Human Services for their review and approval.

SUBMITTED BY:

Signature of Authorized Official:	Date:

Name of Authorized Official:

Name of Organization:

Instructions: Offerors need to sign and submit this form with the Proposal.

Appendix B-3

CIVIL RIGHTS REQUIREMENTS

Civil Rights Requirements

Contractor:

Civil Rights Contact Person:

Title/Address:

Telephone Number:

Number of persons employed by the organizational unit:

Instructions: Offerors need to sign and submit this form with the Proposal.

Appendix B-4

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

PROJECT INFORMATION: _____

Project Name: _____

Project Number: _____

Data Universal Numbering System (DUNS) Number: ___ ___ ___ ___ ___ ___ ___ ___ ___

Principal Contact: _____
Firm Name / Contact Name / Title

_____
Firm Address/ Phone Number/ Email Address

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Contractor-

(1) The undersigned certifies, by submission of this proposal, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal agencies;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the undersigned is unable to certify to any of the statements in this certification, such Subrecipient/ Sub Grantee offeror shall attach an explanation to this proposal*.

*Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency, dates of action, and the type of violation.

_____

I, the official named below, hereby swear that I am duly authorized to legally bind the prospective contractor to the above described certification. I am fully aware that this certification is made under penalty of perjury under the laws of Guam.

_____ _____
Signature/Authorized Certifying Official Typed Name and Title

_____ _____
Prospective Contractor/Organization Date Signed

_____
Contractor License No. (if any)

Instructions: Offerors need to sign and submit this form with the Proposal.

COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS

The term "Contractor" is used in this certifications and representations as to offeror(s)/ contractor(s)/vendor(s) and service provider(s). The terms and conditions as to compliance with Federal Laws and Regulation that are part of this procurement, include, but are not limited to these requirements.

A. Equal Employment Opportunity & Nondiscrimination.

Contractor agrees to comply with E.O. 11246--Equal Employment Opportunity, as amended by E.O. 11375--Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 60--Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor. Contractor agrees that no person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in contracted programs or activities on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or other classification protected by federal or state laws and regulations; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the government of Guam or in the employment practices of the government of Guam's contractors. Accordingly, all contractors entering into contracts with the government of Guam shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

B. Discovery or Invention- Notice.

Contractor and the Government are not contracting for any Services/ Work that constitutes as a Discovery or Invention under this Agreement as initially executed. Pursuant to 45 CFR Part 80.36 (i) (8) required notification is given by the Government to Contractor: United States Department of Justice's requirements relating to discoveries, inventions, copy rights and rights in data as set forth in A-102 Section _ .36 apply and Patent Rights in Inventions Made With Federal Assistance 35 USC 202-204, as implemented by 37 CFR 401 apply where applicable.

C. Clean Air Act.

Contractor and Subcontractor agree to comply with Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended--Contracts and sub grants of amounts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to ED and the Regional Office of the Environmental Protection Agency (EPA).

D. Byrd Anti-Lobbying.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - applies to contracts over $100,000. Contractor as part of this Agreement certifies compliance with 31 U.S.C. 1352 and agrees to provide a copy of the Byrd Anti-Lobbying certification to the OAG, and to require any subcontractors of $100,000 or more to file a Byrd Anti-Lobbying certification. Contractor represents that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. The disclosures are to be forwarded from Contractor and its subcontractors up to the Government.

E. Debarment and Suspension.

Debarment and Suspension (E.O. 12549 and E.O. 12689)--No contract may be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or No procurement Programs in accordance with E.O. 12549 and E.O. 12689--Debarment and Suspension. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractor certifies that contractor, nor any of contractor's trustees, officers, directors, agents, servants or employees (whether paid or voluntary) is debarred or suspended or suspended on federal, state or local debarment and suspension lists; or otherwise excluded from or ineligible for participation in federal or local assistance programs.

F. Drug-Free Work Place.

Contractor acknowledges that the Government maintains a drug free work place in compliance with Drug-Free Workplace Act of 1988 (Pub. L.100-690) and Contractor and subcontractors agree to comply with the Drug-Free Work Place Act.

DRUG-FREE WORKPLACE (MAY 2001)

(a) *Definitions*. As used in this clause—

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by Contractor in connection with a specific contract where employees of Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) Contractor, if other than an individual, shall—within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration—

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about—

(i) The dangers of drug abuse in the workplace;

(ii) Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b) (1) of this clause;

(4) Notify such employees in writing in the statement required by paragraph (b) (1) of this clause that, as a condition of continued employment on this contract, the employee will—

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b) (4) (ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b) (1) through (b) (6) of this clause.

(8) Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(9) In addition to other remedies available to the Government, Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

G. Trafficking Victims Protection Act of 2000 (TVPA), as amended 22 U.S.C. 7104(g).

Provisions applicable to Contractors and subcontractors who are private entities. Contractor and its subcontractor, and their employees associated with performance under this procurement shall not (i) engage in severe forms of trafficking in persons during the period of time that the procurement is in effect; (ii) procure a commercial sex act during the time that the procurement is in effect, or (iii) use forced labor in the performance of services in this procurement as defined in the TVPA as amended or the federal regulations, including but not limited to 2 CFR 175. DPHSS, DSC, the Government of Guam and the United States Department of Public Health and Human Services, Administration for Community Living may terminate any work, contract, grant, subgrant without penalty for any violation of these provisions by the Contractor and its subcontractors and their employees, imputed to the Contractor or its subcontractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by the United States Department of Public Health and Human Services 2 CFR part 376.

Provision applicable to Contractor and subcontractors other than a private entity. DPHSS, DSC, the Government of Guam and the United States Department of Public Health and Human Services, Administration for Community Living may terminate any work, contract, grant, subgrant without penalty, if a Contractor or subcontractor that is a private entity- is determined to have violated an applicable prohibition above in this clause; or has an employee who is determined by the agency official authorized to terminate the contract to have violated an applicable prohibition above in this clause through conduct that is either- associated with performance under this procurement; or imputed to the Contractor or its subcontractors using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by the United States Department of Public Health and Human Services 2 CFR part 376.

Provisions applicable to any recipient. Contractor and its subcontractors must inform, DPHSS, DSC, the Government of Guam and the United States Department of Public Health and Human Services, Administration for Community Living immediately of any information they receive from any source

alleging violation of the above prohibitions in this clause. DPHSS, DSC, the Government of Guam and the United States Department of Public Health and Human Services, Administration for Community Living right to terminate unilaterally that is described above: implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVA), as amended (22 U.S.C. 7104 (g)), and is in addition to all other remedies available in this contract. Contractor and its subcontractors must include this section in any subcontracts they make in this procurement. The following definitions apply to this section: (1) "Employee" means either: an individual employed by you or a subrecipient who is engaged in the performance of this procurement; or another person engaged in the performance of services in this procurement not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements. (2)"Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery. (3) "Private entity": means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25. Includes: a nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b). A for profit organization. (4) "Serve forms of trafficking in persons", "commercial sex acts", and "coercion" have the meaning given at section 103 of TVPA, as amended (22 U.S.C. 7102).

H. Federal Funding Accountability and Transparency Act (FFATA).

Contractor is subject to sub-award and executive compensation requirements in the FATA Sub-award Reporting System (FSRS). See http://www.acl.gov/Funding_Opportunities/Grantee_Info/FFATA.aspx.

In accordance with 2 CFR Chapter 1, Part 170 REPORTING SUB-AWARD AND EXECUTIVE COMPENSATION INFORMATION, Contractors and sub Awardees awarded a federal grant are required to file a FFATA sub-award report by the end of the month following the month in which the prime awardee awards any sub-grant equal to or greater than $25,000. The reporting requirements are as follows:

- This requirement is for both mandatory and discretionary grants awarded on or after October 1, 2010.
- All sub-award information must be reported by the prime awardee.
- For those new Federal grants as of October 1, 2010, if the initial award is equal to or over $25,000, reporting of sub-award and executive compensation data is required.
- If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award will be subject to the reporting requirements, as of the date the award exceeds $25,000.
- If the initial award equals or exceeds $25,000 but funding is subsequently de-obligated such that the total award amount falls below $25,000, the award continues to be subject to the reporting requirements of the Transparency Act and this Guidance.

Requirements for Federal Funding Accountability and Transparency Act Implementation

In September 2010, the Office of Management and Budget issued Interim Final Guidance in the Federal Register (Volume 75, No. 177, September 14, 2010, 2 CFR Part 170) to establish reporting requirements necessary for the implementation of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of Public Law 110-252. This award term implements those requirements and is located at 2 CFR Part 170.

Appendix A to Part 170—Award Term Reporting Subawards and Executive Compensation.

a. Reporting of first-tier subawards.

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates $25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).
2. Where and when to report.
   i. You must report each obligating action described in paragraph a.1. of this award term to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS).
   ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. What to report. You must report the information about each obligating action that the submission instructions posted at http://www.fsrs.gov specify.

b. Reporting Total Compensation of Recipient Executives.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
   i. the total Federal funding authorized to date under this award is $25,000 or more;
   ii. in the preceding fiscal year, you received—
      A. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
      B. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
   iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)
2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:
   i. As part of your registration profile at the http://www.ccr.gov.
   ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
   i. in the subrecipient's preceding fiscal year, the subrecipient received—
      A. 80 percent or more of its annual gross revenues from Federal procurement contracts

(and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR170.320 (and subawards); and

B. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm page of the SEC website.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
   i. To the recipient.
   ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:

i. Subawards, and
ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions.

For purposes of this award term:

1. "Entity" means all of the following, as defined in 2 CFR part 25:
   i. Governmental organization, which is a State, local government, or Indian tribe;
   ii. A foreign public entity;
   iii. A domestic or foreign nonprofit organization;
   iv. A domestic or foreign for-profit organization;
   v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
2. "Executive" means officers, managing partners, or any other employees in management positions.
3. "Subaward":
   i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
   ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. ll .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
   iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. "Subrecipient" means an entity that:
   i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. "Total compensation" means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
   i. Salary and bonus.
   ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
   iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
   iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
   v. Above-market earnings on deferred compensation which is not tax- qualified.
   vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

I. Same-Sex Marriage – Administration for Community Living Guidance.

Federal grant funds from the U.S. Department of Health and Human Services, Administration for Community Living (ACL) are part of this procurement. The ACL has issued guidance as to same-sex marriage and its grant funds. In the event that the guidance applies to this procurement, then Contractor agrees to comply with any and all requirements of the ACL with regard to its guidance on same-sex marriage.

J. Pilot Program for Enhancement of Contractor Whistleblower Protections.

Contractors are hereby given notice that the 48 CFR section 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections" of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013(Pub.L. 112-239, enacted January 2, 2013 applies to this procurement. The effective date is for grants and contracts issued on or after July 2, 2013, through January 1, 2017.

CONTRACTOR agrees to comply with Section 1553 of the American Recovery and Reinvestment Act of 2009 (ARRA), which states: An employee of any non-Federal employer receiving covered funds may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee reasonably believes is evidence of— (1) gross mismanagement of a contract or grant relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to implementation or use of ARRA funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to ARRA funds. CONTRACTOR agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of the ARRA.

K. Certification Regarding Lobbying.

Certification for Contracts, Grants, Loans, and Cooperative Agreements
The undersigned certifies, to the best of his or her knowledge and belief, that:
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

L. FY2014 Consolidated Appropriations Act, 2014 (Public Law 113-76) signed into law on January 17, 2014.

Salary Limitation (Section 203) "None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II." That amount is $181,500.

Gun Control (Section 217) "None of the funds made available in this title may be used, in whole or in part, to advocate or promote gun control."

Restriction on Distribution of Sterile Needles (Section 522) "Notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug."

Anti-Lobbying (Section 503)
a. No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.
b. No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

c. The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

Contractor by its signature below certifies and assures DPHSS, DSC that it will comply with the above federal fund requirements applicable to this procurement.

SUBMITTED BY:

Signature of Authorized Official:	Date:
Name of Authorized Official: (PRINTED)	
Name of Organization:	

This Form Must Be Submitted With the Proposal

XVII. APPENDIX OF PROGRAM FORMS

Appendix C-1 Intake, Profile and Referral Form
Appendix C-2 Intake, Profile and Referral (IPR) Record Change and Service Update Form

SENIOR CITIZENS AGING SERVICES FY-2014
INTAKE, PROFILE AND REFERRAL (IPR) FORM

INSTRUCTIONS

Title III reporting requirements provide statistical data for management and advocacy initiatives serving as indicators for new and continued funding of programs for seniors. The data collected is used for budget justifications, congressional inquiries, program development and mandated reports for federal, state and local agencies. Information must be accurate for it to be useful in supporting program services.

- **FORM:** This form is an Intake, Profile and Referral (IPR) Form, and not an Assessment Form. Profile characteristics are used in developing new programs to meet the needs of the elderly. Each Service Provider may have their own Assessment Form for their specific programs.
- **DATA RETENTION:** Client data is inputted and retained in a main registry.
- **SSN:** If a client does not provide a Social Security Number (SSN) then leave the space blank.
- **INCOME LEVEL:** The Income Level is based on the U.S. Department of Health and Human Services Poverty Guidelines and shall be completed before the Intake, Profile and Referral Form can be processed.
- **PRIORITIZATION OF SERVICES:** Based on the need to activate prioritization of services, the number of persons to be served will be determined by the existing conditions of clients enrolled in a program and those on a wait list at the time of implementation. Information on mobility, support system, housing condition, activities of daily living, health status and financial assets is collected should prioritization of services be necessary.
- **REFUSAL TO ANSWER:** Should a client refuse to answer a certain question, leave it blank. In the comments section, list the reason for not answering the question. This does not apply to Income Level.
- **SIGNATURE:** The signature of the client or responsible party is required before services can be provided.
- **SPECIAL ACCOMMODATIONS:** Clients requiring special accommodations shall inform the program in advance of their requirements.
- **SECTION B:**

- **Case Management Services.** Case Management Services Program, at a minimum, conducts an assessment to individuals requesting Adult Day Care Services, In-Home Services and Home-Delivered Meals. Entry into these programs shall not be permitted before an assessment is made and eligibility established by Case Management Services.
- **Transportation Services.** In order to meet demands, clients requesting transportation shall make reservations with the Transportation Services Program in advance for service. If the date requested cannot be accommodated, the Transportation Services Program shall recommend an alternate date. Requests for persons using wheelchairs or having a Personal Assistant/Personal Care Attendant shall be made in the same manner, whether for Center participation or to and from medical appointments, etc.
- **Elderly Nutrition Program.** To the extent practicable, meals are prepared to meet special dietary needs of eligible participants, and shall be supported by a statement from the client's doctor or religious leader stating the necessity for special meals. Mechanical (chopped) or pureed (blendered) meals are not classified as special meals and shall be provided to the client at their request.

**FOR ADULT PROTECTIVE SERVICES (APS)
REFERRALS, PLEASE CONTACT
735-7421 / 7415 OR
EMERGENCY RECEIVING HOME,
24-HOUR CRISIS
INTERVENTION HOTLINE
AT 632-8853
TWENTY-FOUR HOURS A DAY
SEVEN DAYS A WEEK.**

SENIOR CITIZENS AGING SERVICES FY-2014
INTAKE, PROFILE AND REFERRAL (IPR) FORM
PLEASE PRINT CLEARLY USING BLUE OR BLACK INK.

A. CLIENT IDENTIFICATION		
Last Name		
First Name		
Middle Name		
Nickname		
Social Security No.		
Email Address		
Homeless	☐ Yes ☐ No	
Receives Care from NFCSP Caregiver	☐ Yes ☐ No	
Requires Assistance in an Emergency	☐ Yes *(Specify)*	☐ No
Home Address		
Mailing Address		
Phone (1)		
Phone (2)		

B. CLIENT CONTACTS	
Primary Emergency Contact	
Relationship	
Address	
Phone	
Email	
Physician Contact	
Physician Type	
Address	
Phone	
Email	

Primary Caregiver	
Relationship	
Address	
Phone	
Email	
Personal Contact	
Relationship	
Address	
Phone	
Email	

C. CLIENT DEMOGRAPHICS			
Date of Birth		*Age*	
Gender	☐ Male	☐ Female	
Disabled	☐ Yes *(Specify Type)*		☐ No
Disability	☐ Permanent ☐ Temporary ☐ Not Applicable (N/A)		
Physical Disability	*Specify*		☐ N/A
Intellectual Disability	*Specify*		☐ N/A
Mental Illness	*Specify*		☐ N/A
Cerebral Palsy	*Specify*		☐ N/A
If < 60 Reason for Service	☐ Caregiver ☐ Disabled ☐ Meal Volunteer	☐ Other: _____ ☐ Spouse ☐ N/A	
Citizenship *(Specify)*			
Race (Specify)	☐ White ☐ Black/African American ☐ American Indian/Alaskan Native ☐ Asian ☐ Native Hawaiian/Other Pacific Islander ☐ Other ☐ Multiple		

CLIENT'S NAME :_____ GETCARE ID:_____ PROGRAM ID: _____
(Last, First, Middle Name)

DSC INTAKE, PROFILE AND REFERAL FORM (Revised: 02.18.14) All other forms remain obsolete.

SENIOR CITIZENS AGING SERVICES FY-2014
INTAKE, PROFILE AND REFERRAL (IPR) FORM
PLEASE PRINT CLEARLY USING BLUE OR BLACK INK.

Ethnicity	*(Specify)*
Primary Language	*(Specify)*
English Fluency	☐ Needs Translation ☐ Limited ☐ Fluent
Literacy	☐ In English ☐ In Main Language ☐ In Both ☐ Illiterate
Relationship Status	☐ Married ☐ Divorced ☐ Separated ☐ Single (Never Been Married) ☐ Widowed ☐ Domestic Partner
Employment Status	☐ Full-Time ☐ Part-Time ☐ Retired ☐ Un-Employed ☐ Volunteer ☐ Disabled
Veteran Status	☐ Veteran ☐ Spouse ☐ Child ☐ No
Urban/Rural	▪ Rural
Housing Type	☐ House/Own ☐ House/Rent ☐ Apartment/Duplex ☐ Residential Care Facility ☐ Nursing Facility ☐ Other ☐ None
Lives With	☐ Alone ☐ Family ☐ Spouse ☐ Non-Relative ☐ Other
Referral Source	☐ Self ☐ Family/Friend ☐ Agency:_____ ☐ Other:_____

Sources of Support	☐ Family ☐ Friend/Neighbor ☐ Paid Help ☐ Has help but unsure who provides help ☐ Unknown
Assisted Transportation	☐ Yes ☐ No
Needs an Escort	☐ Yes ☐ No
Primary Transportation	☐ Owns Car ☐ Aide ☐ Friend ☐ Public Transport ☐ Senior Transport ☐ Family ☐ Other ☐ None

Income Level

Is your income less than

Unit Size	Per Month	Per Year	Yes	No
One (1)	$1,215.00	$14,580		

Is your combined income less than

Unit Size	Per Month	Per Year	Yes	No
Two (2)	$1,638.33	$19,660		

Is your combined income less than

Unit Size	Per Month	Per Year	Yes	No
Three (3)	$2,061.66	$24,740		

☐ Four (4) or more in the Unit Size, add $423.33 per month or $5,080 per year for each additional member.

$_____

Income Information	☐ Above 100% FPL ☐ At or Below 100% FPL
Financial Assets *(Refer to FAS Scale)*	☐ 29% to 49% below the poverty level ☐ 50% to 74% below the poverty level ☐ 75% or greater below the poverty level ☐ N/A

CLIENT'S NAME :_____ GETCARE ID:_____ PROGRAM ID: _____
(Last, First, Middle Name)

DSC INTAKE, PROFILE AND REFERAL FORM (Revised: 02.18.14) All other forms remain obsolete.

SENIOR CITIZENS AGING SERVICES FY-2014
INTAKE, PROFILE AND REFERRAL (IPR) FORM
PLEASE PRINT CLEARLY USING BLUE OR BLACK INK.

Receives Social Security	☐ None ☐ Retirement ☐ Disability ☐ Dependent
Receives Private Pension	☐ Yes ☐ No
Health Insurance	*(Specify)*
Medicare	☐ Part A ☐ Part B Claim No._____ ☐ None ☐ Part D Claim No._____ ☐ None ☐ Medicare Supplemental Claim No._____ ☐ None
Medicaid	☐ Yes Claim No._____ ☐ None
Guardian / Conservator	☐ None ☐ Voluntary ☐ Involuntary
Person/ Organization Holding Guardianship/ Conservatorship	
Guardian Conservator Type	☐ Estate ☐ Person ☐ Both ☐ Dementia Power ☐ Medical Authority ☐ None
Durable Power of Attorney	☐ Unknown ☐ Limited ☐ Health ☐ Both ☐ None
Supplemental Nutrition Assistance Program (SNAP)	☐ Yes ☐ No

D. CLIENT FUNCTIONAL ASSESSMENT

Activities of Daily Living (ADL) Choices

Transfer Mobility	☐ Unknown ☐ Independent ☐ Supervision ☐ Assistance ☐ Dependent
Bathing	☐ Unknown ☐ Independent ☐ Supervision ☐ Assistance ☐ Dependent
Dressing	☐ Unknown ☐ Independent ☐ Supervision ☐ Assistance ☐ Dependent
Toileting	☐ Unknown ☐ Independent ☐ Supervision ☐ Assistance ☐ Dependent
Eating	☐ Unknown ☐ Independent ☐ Supervision ☐ Assistance ☐ Dependent
Ambulating	☐ Unknown ☐ Independent ☐ Supervision ☐ Assistance ☐ Dependent
Assistive Devices *(Specify)*	
Mobility Devices *(Specify)*	

CLIENT'S NAME :_____ GETCARE ID:_____ PROGRAM ID: _____
(Last, First, Middle Name)

DSC INTAKE, PROFILE AND REFERAL FORM (Revised: 02.18.14) All other forms remain obsolete.

SENIOR CITIZENS AGING SERVICES FY-2014
INTAKE, PROFILE AND REFERRAL (IPR) FORM
PLEASE PRINT CLEARLY USING BLUE OR BLACK INK.

Communication Skills Status	
Receptive	☐ Unknown ☐ Good ☐ Fair ☐ Poor ☐ Does Not Understand
Expressive	☐ Unknown ☐ Good ☐ Fair ☐ Poor ☐ Cannot Be Understood
Sensory Skills	
Vision	☐ Unknown ☐ Good ☐ Limited ☐ Legally Blind ☐ Blind
	☐ Glasses ☐ Other
Hearing	☐ Good ☐ Limited ☐ Deaf
	☐ Unknown ☐ Hearing Aid ☐ Other
Support System	☐ Unknown ☐ Support is Available ☐ Minimum Support ☐ No Support
Housing	☐ Unknown ☐ Full Concrete ☐ Semi Concrete ☐ Tin and Wood
Homebound	☐ Unknown ☐ Yes ☐ No
Bedridden	☐ Unknown ☐ Yes ☐ No

E. AGING SERVICES REQUESTED

☐ **Adult Day Care Services**

☐ **Elderly Nutrition Program:**

- ☐ Congregate Meals (Center/Day Care)
- ☐ Home-Delivered Meals (Homebound)

Meal Type:

- ☐ Regular
- ☐ Mechanical / Chopped
- ☐ Pureed / Blenderized
- ☐ Special (*Provide document from physician or religious leader to certify special meal requirement.*)

☐ **Case Management Services**

☐ **In-Home Services**

☐ **Legal Assistance Services**

☐ **National Family Caregiver Support Program**

☐ **Senior Center Operations**

_____
(Specify Center)

☐ **Transportation Services**

COMMENTS:

CLIENT'S NAME :_____ GETCARE ID:_____ PROGRAM ID: _____
(Last, First, Middle Name)

DSC INTAKE, PROFILE AND REFERAL FORM (Revised: 02.18.14) All other forms remain obsolete.

F. HIGH RISK CLIENTS UNDER EMERGENCY DECLARATION

A client is considered High Risk under Emergency Declaration if any of the following exists. This information shall be provided to the client's village Mayor in preparation for emergencies. ***Check all that apply.***

- ☐ Bedridden.
- ☐ Requires transportation and/or escort assistance for evacuation to shelter, e.g., those living alone.
- ☐ Requires refrigeration of medication and/or is insulin dependent.
- ☐ Requires oxygen.
- ☐ Lives in substandard housing.
- ☐ Not Applicable.

G. ELIGIBILITY AND CONSENT OF CLIENT

Individuals age sixty (60) years and older are eligible for Title III programs under the Older Americans Act. This Act also prioritizes services for:

- Persons who are frail, homebound by reason of illness or incapacitating disability, or otherwise isolated; and
- Persons with greatest economic need with particular attention to low-income individuals; persons with greatest social need with particular attention to low-income minority individuals, and those who reside in rural areas.

Voluntary contributions to Title III programs are encouraged and used to expand services. Services may not be denied because the client will not or cannot contribute to the cost of the program.

I CERTIFY THE INFORMATION GIVEN BY ME IS TRUE TO THE BEST OF MY KNOWLEDGE, AND I UNDERSTAND IT WILL BE KEPT CONFIDENTIAL AND USED ONLY TO HELP ME RECEIVE THE BENEFITS/SERVICES WHICH I MAY BE ENTITLED.

I HEREBY AUTHORIZE THE DISCLOSURE AND RELEASE OF THIS INFORMATION ONLY FOR THE PURPOSES FOR WHICH IT IS INTENDED. THIS AUTHORIZATION MAY BE REVOKED BY THE UNDERSIGNED AT ANY TIME BY GIVING WRITTEN NOTICE TO THE PARTIES AUTHORIZED HEREIN.

Signature of Client or Authorized Representative (AR)	
Date	
Relationship to Client, if AR	

H. INTAKE INFORMATION

Intake Worker	
Signature of Intake Worker	
Date/ Time of Intake	
Organization	
Phone Number	

IPR Forwarded To

- ☐ Case Management Services Program
  - ☐ Adult Day Care Program
  - ☐ In-Home Services Program
  - ☐ Elderly Nutrition Program (Home-Delivered)
- ☐ Elderly Nutrition Program (Congregate Meals)
- ☐ Legal Assistance Services Program
- ☐ Senior Center Operations Program
- ☐ Transportation Services Program
- ☐ National Family Caregiver Support Program

Forwarded By	
Date Forwarded	
Time Forwarded	

I. RECEIVING ORGANIZATION INFORMATION

IPR Received By	
Date	
Time	
Date of Initial Contact with Client	
Time of Initial Contact with Client	
Time of Intake	
Organization	
Phone Number	

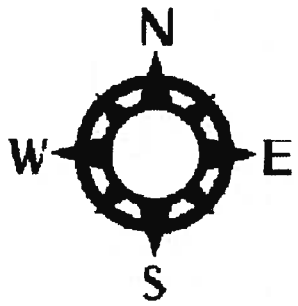
CLIENT'S NAME :_____ GETCARE ID:_____ PROGRAM ID: _____
(Last, First, Middle Name)

DSC INTAKE, PROFILE AND REFERAL FORM (Revised: 02.18.14) All other forms remain obsolete.

J. CLIENT'S HOME		
IF MAP IS SENT SEPARATELY, INCLUDE THE CLIENT'S NAME AND SSN AT TOP OF MAP		
Does the home have an accessible driveway?	☐ Yes	☐ No
If you use a wheelchair, is there an accessible ramp?	☐ Yes	☐ No

MAP TO THE CLIENT'S HOME

In the box below, draw a map to the client's residence marking the client's home with an "X", Indicate the house number, street name and the village where the client is from. Include primary and secondary access roads, type and color of the house, if fenced, landmarks such as adjacent to or across from the village community center, store, bus stop, etc. ***All pets at your home shall be controlled by leash, cage, etc. in accordance with P.L. 15-96 and 22-13.***



CLIENT'S NAME :_____ GETCARE ID:_____ PROGRAM ID: _____
(Last, First, Middle Name)

DSC INTAKE, PROFILE AND REFERAL FORM (Revised: 02.18.14) All other forms remain obsolete.

SENIOR CITIZENS AGING SERVICES FY-2014
INTAKE, PROFILE AND REFERRAL (IPR) RECORD CHANGE AND SERVICE UPDATE FORM
PLEASE PRINT CLEARLY USING BLUE OR BLACK INK.

Use of this form will record a change or document a program service update to a client's *Intake, Profile and Referral* form or to the most recent *Record Change and Service Update* form on file. Requested changes should be supported with proper documentation i.e. Marriage Certificate, Mayor's Verification, etc.

Please check if this is a Record Change or Service Update Change, or both:

	RECORD CHANGE			SERVICE UPDATE CHANGE

Name (Last, First, Middle Initial)	**Date of Birth** (MM/DD/YY)
Guam GetCare Identification Number	**Effective Date of Action** (MM/DD/YY)

For Areas A, B, C, D, E, F, and J, please add additional lines as needed.

A. CLIENT IDENTIFICATION (RECORD CHANGE)

AREA OF CHANGE	FROM	TO

B. CLIENT CONTACTS (RECORD CHANGE)

AREA OF CHANGE	FROM	TO

C. CLIENT DEMOGRAPHICS (RECORD CHANGE)

AREA OF CHANGE	FROM	TO

D. CLIENT FUNCTIONAL ASSESSMENT (RECORD CHANGE)

AREA OF CHANGE	FROM	TO

E. AGING SERVICES REQUESTED (SERVICE UPDATE CHANGE)
Indicate the specific program, and describe the change in service to include effective date of period change, and duration of change.

AREA OF CHANGE	FROM	TO

SENIOR CITIZENS AGING SERVICES FY-2014
INTAKE, PROFILE AND REFERRAL (IPR) RECORD CHANGE AND SERVICE UPDATE FORM
PLEASE PRINT CLEARLY USING BLUE OR BLACK INK.

F. HIGH RISK CLIENT UNDER EMERGENCY DECLARATION (RECORD CHANGE)		
AREA OF CHANGE	FROM	TO

J. CLIENT'S HOME (RECORD CHANGE)		
AREA OF CHANGE	FROM	TO

DRAW A MAP TO THE CLIENT'S HOME (RECORD CHANGE)
(Indicate primary and secondary access roads, type and color of the house, if fenced, landmarks such as adjacent to or across from the village community center, store, bus stop, etc.)

North
West East
South

INTAKE INFORMATION		PROGRAM MANAGER	
Name of Intake Worker		Name of Program Manager	
Signature of Intake Worker		Signature of Program Manager	
Date of Intake		Date of Review	
Organization		DISPOSITION	
Aging Program		☐ APPROVED Effective Date:_____	
Contact No.			
Date Forwarded to Program Manager		☐ DISAPPROVED Reason:_____	

Client's Name: _____ Guam GetCare No: _____ Page 2 of 2

DSC IPR RECORD CHANGE AND SERVICE UPDATE FORM, ALL OTHER FORMS ARE OBSOLETE. 11.07.13

The above Adult Day Care Services Program Request for Proposal Specifications were drafted by personnel of the DPHSS, DSC to include, but not limited to, the Senior Citizens Administrator, Program Coordinator IV and Program Coordinator III.

Prepared and Reviewed by:

Melvin D. Cruz
Program Coordinator III

06/04/2014
Date

Reviewed by:

Charlene D. San Nicolas
Program Coordinator IV

6-4-14
Date

Reviewed by:

Arthur U. San Agustin, MHR
Senior Citizens Administrator

June 04, 2014
Date

Approved by:

James W. Gillan
Director, DPHSS

6-5-14
Date