



GOVERNMENT OF GUAM
DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES
DIPATTAMENTON SALUT PUPBLEKO YAN SETBISION SUSIAT



EDDIE BAZA CALVO
GOVERNOR

RAY TENORIO
LIEUTENANT GOVERNOR

32-14-2094

JAMES W. GILLAN
DIRECTOR

LEO G. CASIL
DEPUTY DIRECTOR

OCT 08 2014

Office of the Speaker
Judith T. Won Pat, Ed.D

MEMORANDUM

TO: Speaker Judith Won Pat
32nd Guam Legislature

FROM: Director, Department of Public Health and Social Services

SUBJECT: Request Approval for Emergency Procurement for the Aging Disability Resource Center Initiative – GuamGetCare, a Public Website

Date: 10/9/2014
 Time: 12:15
 Received By: [Signature]

OCT 9 PM 2:39

Pursuant to 5 GCA Section 5215, attached is a copy of an emergency procurement enabling the Department of Public Health and Social Services to procure service for the Aging and Disability Resource Center Initiative- GuamGetCare, a Public Website, for a period of ninety (90) days.

If you have any questions, please do not hesitate to contact me at 735-7102 or Ms. Charlene D. San Nicolas at 735-7415/21.

[Signature]
JAMES W. GILLAN
 Procurement Officer
 Director DPHSS

cc: Claudia Acfalle, Chief Procurement Officer, General Services Agency

2094



GOVERNMENT OF GUAM

DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES
DIPATTAMENTON SALUT PUPBLEKO YAN SETBISION SUSIAT

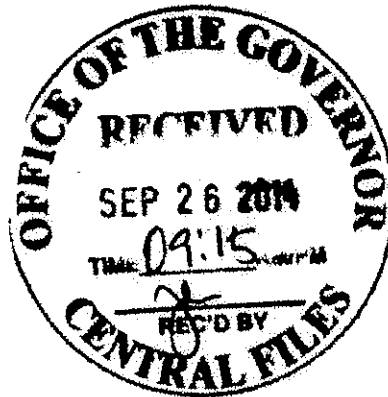


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DEPUTY DIRECTOR



MEMORANDUM

TO: Honorable Eddie Baza Calvo, Governor of Guam
FROM: Director, Department of Public Health and Social Services
SUBJECT: Request Approval for Emergency Procurement for the Aging Disability Resource Center Initiative – GuamGetCare, a Public Website

This is to request for your approval for Emergency Procurement to ensure the continuation of the Aging Disability Resource Center Initiative – GuamGetCare, a Public Website being provided by RTZ Associates Inc., an off-island vendor who has stated in their September 8, 2014 that they have proprietary rights to all versions of GetCare and is the only vendor authorized and/or qualified to provide support services for this product.

The need to sustain Aging Disability Resource Center Initiative – GuamGetCare, a Public Website is critical for the following purposes: to the network of vendors and providers on contract who use this application to submit their Units of Services, to the users who use the Case Management tool to manage their client's cases, to those seeking information using the Resource Directory available to the consumers, advocates and families on Guam to access program services and supports, to keep the public informed of community events through the maintenance of the Community Calendar, and is used to complete the annual federal National Aging Program Information System (NAPIS) report to the Administration for Community Living (ACL), Department of Health and Human Services (DHHS).


The procurement of this service through Emergency Procurement under 5 G.C.A. §5215 is necessary in order to avert a threat to the health, welfare and safety of our seniors whose access for home and community based aging services is coordinated through this public website which allows our seniors to age in place and prevents premature institutionalization.

The Department of Public Health and Social Services (DPH&SS), Division of Senior Citizens (DSC) is working with the General Services Agency (GSA) to procure this service.

I certify under penalty of perjury that the facts stated herein are true and that this certificate of emergency is not being used solely for the purpose of avoidance of the provisions of Title 5, Guam Code Annotated, Chapter 5, the Guam Procurement law.

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CFD0914-3712


JAMES W. GILLAN
Director

APPROVED BY:


EDDIE BAZA CALVO
Governor of Guam

This emergency declaration is effective October 1, 2014
and will expire in ninety (90) days.

Dated: SEP 30 2014

cc: Claudia Acfalle, Chief Procurement Officer, General Services Agency



GOVERNMENT OF GUAM

**DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES
DIPATTAMENTON SALUT PUPBLEKO YAN SETBISION SUSIAT**



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SEP 26 2014

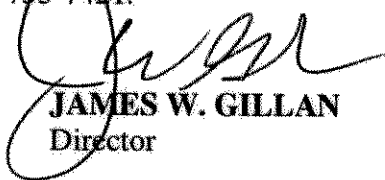
MEMORANDUM

TO: Chief Procurement Officer, General Services Agency
FROM: Director, Department of Public Health and Social Services (DPHSS)
SUBJECT: Aging Disability Resource Center Initiative – GuamGetCare, a Public Website

The DPHSS is seeking the General Services Agency's (GSA) assistance to continue the maintenance and services for the Aging Disability Resource Center initiative which uses the GuamGetCare software application into Fiscal Year 2015. The need to sustain this website is critical for the following purposes: to the network of vendors and providers on contract who use this application to submit their Units of Services, to the users who use the Case Management tool to manage their client's cases, to those seeking information using the Resource Directory available to the consumers, advocates and families on Guam to access program services and supports, to keep the public informed of community events through the maintenance of the Community Calendar, and is used to complete the annual federal National Aging Program Information System (NAPIS) report to the Administration for Community Living (ACL), Department of Health and Human Services (DHHS).

The current software used for the GuamGetCare public website is provided by RTZ Associates Inc., an off-island vendor who has stated in their September 8, 2014 that they have proprietary rights to all versions of GetCare and is the only vendor authorized and/or qualified to provide support services for this product. Therefore, we are requesting GSA to assist us to procure the services and to determine whether RTZ is to be the sole source provider for this procurement activity. Attached for the procurement activity is the Signed Request for Certificate of Emergency for the Aging Disability Resource Center (ADRC) Initiative – GuamGetCare to include the following: 1) Requisitions for the Emergency Procurement for ADRC – GuamGetCare; 2) Request Approval for Emergency Procurement (Letter to Governor); 3) Procurement Specifications for ADRC – GuamGetCare; 4) AG Procurement Form 014-Declaration re: Compliance with 5GCA §5150 for ADRC – GuamGetCare; 5) Letter from RTZ Associates Inc. on Proprietary Nature of GetCare Software and Support Services (September 8, 2014); and 6) Quotation from RTZ Associates Inc. as to the monthly cost for GuamGetCare (September 23, 2014).

Should you have any questions, please contact Mr. Arthur U. San Agustin, MHR or Ms. Charlene D. San Nicolas, Program Coordinator at 735-7415 or 735-7421.


JAMES W. GILLAN
Director

Attachments

DECLARATION RE COMPLIANCE WITH 5 GCA § 5150

I, JAMES W. GILLAN, make this declaration on SEP 26 2014
[print name clearly] *[enter today's date]*
regarding Procurement No. _____, and do hereby **certify under penalty of perjury** that:
[enter procurement no.]

(1) I am the procurement officer (Chief Procurement Officer; Director of Public Works; or head of a purchasing agency) for this procurement;

(2) I have caused an estimate to be made of the cost of the services or supplies being procured, and for which a contract will be entered into or a purchase order will be issued, whichever is appropriate as the case may be;

(3) My estimate of the total cost of the contract or purchase order, whichever is appropriate as the case may be, is *[please check one]*:

less than \$500,000; or

\$500,000 or more;

(4) If the total estimated cost of the procurement is \$500,000 or more, I understand that I must be advised by legal counsel designated by the Attorney General (which may be an Assistant Attorney General or other legal counsel designated as Special Assistant Attorney General ("SAAG") under 5 GCA § 5150) during each and every phase of the procurement process, beginning with the planning stage and before any request for proposal or invitation to bid is issued or notice published, or before any sole source procurement or emergency procurement is undertaken;

(5) If the total estimated cost of the procurement is \$500,000 or more, I understand I may not proceed with any phase of the procurement unless I have been advised by an Assistant Attorney General or a SAAG to proceed;

(6) If the total estimated cost of the procurement is less than \$500,000 initially when the procurement is begun, but the total cost increases to \$500,000 or more at some later point in time, I understand I must contact the Attorney General's Office as soon as I become aware that the procurement will actually cost \$500,000 or more, and that I may not proceed further without the assistance of the Attorney General's Office or a SAAG; and

(7) I understand if I do not comply with the requirements of 5 GCA § 5150 and the Attorney General's Office or a SAAG has not acted as legal counsel during all phases of a procurement estimated to cost \$500,000 or more, the Attorney General or SAAG may disapprove the contract, or the procurement may be subject to cancellation, or any award, contract or purchase order made or entered into may be subject to termination.


JAMES W. GILLAN, DIRECTOR

[Declarant's Signature]

DSC only shares this pricing within the Government of Guam on a need-to-know basis, and agrees to seek to restore full system funding during FY 2015-16.

Continued provision of the Guam-GetCare system – core components only. Includes:

- All standard hosting/support services in "Option 1" except that RTZ will limit system enhancements to those necessary to meet new federal regulatory requirements.
- Up to 75 end-user licenses.
- Full NAPIS reporting functionality and support.
- Continued support of public website functionality (e.g. calendaring functionality).
- Continued support of barcode scanning functionality (does not include the provision of additional barcode scanners or the implementation of additional related system functionality).
- One (multiple-day) onsite visit during FY 2014-15 to provide training and system/programmatic assistance (all travel and expenses included).



Quote for FY 2014-15 Guam-GetCare system and services

Quote ID: GC-092314

Submitted on: September 23, 2014 (pricing valid for 30 days)

Submitted to: Division of Senior Citizens

Submitted by: RTZ Associates, Inc. 

Option 1: In event of full federal ACL "NWD" grant funding:

Guam-GetCare system - full: **\$9,250 / mo. (+ up to \$12,000 for travel)**

*** Note 1 *** Pricing assumes a one-year project period.

Continued provision of the full Guam-GetCare system. Includes all standard hosting/support services, including: (1) maintaining secure data centers compliant with top-tier TIA-942 standards, (2) purchasing and upgrading all hosting software and hardware (including redundant application and database servers for production and development environments, as well as intermediary load-balancing hardware), (3) monitoring system performance and security, (4) providing unlimited technical support via phone and email, (5) communicating with DSC management on an ongoing basis to ensure that the system continues to meet its business needs, (6) making any/all system modifications necessary to meet new federal regulatory requirements, and (7) implementing general system enhancements. Under this pricing model, DSC will not need to purchase, install, upgrade, or support any third-party software or hardware. In addition, we guarantee that GetCare: (1) remains free of material defects (and will fix any/all identified "bugs" at no-cost), (2) meets all applicable federal requirements (including HIPAA), (3) offers 99.5%+ availability (excluding scheduled maintenance during non-business hours), and (4) accommodates unlimited database growth.

Option 2: In event of reduced federal ACL "NWD" grant funding:

Guam-GetCare system - core: **\$7,000 / mo.**

*** Note 1 *** Pricing assumes a one-year project period.

*** Note 2 *** **CONFIDENTIAL. TEMPORARY PRICE REDUCTION.** In light of RTZ's 10-year working relationship with the Government of Guam, and in light of DSC's emergency procurement effort coupled with a possible reduction in federal ACL "NWD" grant funding, RTZ has offered DSC special pricing on the condition that

Fiscal Year	1st Highest Type	2nd Highest Type	3rd Highest Type
FY 2010	53 Material/Financial	50 Neglect	38 Mental/Emotional
FY 2009	51 Material/Financial	34 Neglect	22 Physical
FY 2008	61 Neglect	46 Material/Financial	32 Mental/Emotional
FY 2007	58 Physical	51 Material/Financial	50 Neglect
FY 2006	62 Physical	53 Material/Financial	52 Neglect

In fiscal years 2006 and 2007, physical abuse ranked the highest, followed by material/financial abuse as second highest, and neglect as the third highest in cases investigated. In fiscal year 2008, APS received a slight increase in neglect referrals which ranked as the highest number of cases investigated, followed by material/financial and then mental/emotional abuse. Statistical data for fiscal years 2009 and 2010 showed a shift in the types of abuse cases investigated with material/financial ranking the highest, followed by neglect as second highest, and physical abuse ranking as third highest in 2009 and mental/emotional as third highest in 2010. It is notable to state that in 2008 and 2010, physical abuse fell from the top three and ranked number four as a form of abuse being reported and investigated. For all five years in review, material/financial and neglect remained within the top three forms of abuse being reported and investigated.

C) Bureau of Community Support

Bureau Responsibilities: The Bureau of Community Support (BCS) is responsible for managing all aspects of information, assistance, referral, orientation and outreach with respect to providing information to assist older individuals, their caregivers, and family members navigate through the social services continuum our island has available. In addition, BCS manages the Guam State Health Insurance Assistance Program, funded in part by the Centers for Medicare and Medicaid Services, and the Guam Senior Medicare Patrol Project funded by the Administration on Aging. Jointly, both federally funded programs directly and through partnerships with public and private entities provide information, assistance and counseling assistance on all Medicare related matters, and provide education on how to protect, detect and report Medicare/Medicaid fraud, waste, abuse and error when suspected. In Fiscal Year 2010, the BCS recorded a total of 881 information, referral and assistance contacts.

D. METHOD FOR CARRYING OUT PREFERENCE FOR RURAL OLDER INDIVIDUALS AND OLDER INDIVIDUALS IN GREATEST SOCIAL AND ECONOMIC NEED

Guam, a rural single planning and service area, in line with the Older Americans Act, as amended in 2000 and 2006, will give preference in the provision of services to older individuals with greatest economic need and older individuals with greatest social need, (with particular attention to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency). The approach to provide services to those in greatest need will be activated upon notification by Guam SOA to providers of aging services that we are to scale back services due to a forced reduction in work force, inadequate funding or increased demand versus limited supply and due to man-made or natural disaster or incidences of national significance.

Guam SOA recognizes the unique situation in which the demand for services may outweigh the available resources; therefore, the following scale serves 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.

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

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 the determining factor for services. An additional factor in this point system may include whether the older individual is responsible for the care of a dependent. Any application of a scale of similar or like form is permissible provided prior authorization is granted by the Guam SOA.

Prioritization of Services for the National Family Caregiver Support Program (NFCSP):
 The prioritization of services for the NFCSP will be based on the following scale which serves as a guideline to prioritize the provision of services to those caregivers in greatest socio-economic need, as necessary and directed by the Guam SOA. The scale will be based on a point system in four (4) focal areas, the caregiver's: (1) Health Status, (2) Financial Assets, (3) Support System, and (4) Housing Condition. Any application of a scale of similar or like form is permissible provided prior authorization is granted by the Guam SOA.

Greatest priority will be given to caregivers in descending order, with 12 being the highest possible points garnered translating to the caregiver in greatest socio-economic need.

Point System	Health Status	Financial Assets	Support System	Housing Condition
1	No Health Condition	25% to 49% below the poverty level	Support available, but not living in same household	Full concrete structure
2	Minimal Health	50% to 74% below	Minimal support;	Semi-concrete



RTZ
ASSOCIATES, INC
Technology Partner to America's Caregivers

September 8, 2014

Subject: proprietary nature of GetCare software and support services

To Whom It May Concern:

RTZ Associates, Inc. (RTZ) is the owner and exclusive distributor of a proprietary web-based software product called "GetCare." RTZ has extensively configured/customized a version of this product for the Government of Guam called "GuamGetCare." GuamGetCare helps connect older adults and persons with disabilities with critical on-island services, and helps Government of Guam entities meet mandatory federal documentation and reporting requirements.

RTZ has proprietary rights to all versions of GetCare (it designed, developed, and owns the underlying source code) and is the only vendor authorized and/or qualified to provide support services for this product (and requires said services to preserve all expressed and implied warranties).

Given that no other vendor can provide this service (or can offer an off-the-shelf system that could replace GuamGetCare in its entirety), the Government of Guam has previously determined it appropriate to award a sole source contract to RTZ for the provision of GuamGetCare support services per GAR Title 2, Division 4, Section 3112(b) (supported by U.S. federal law 48 CFR Chapter 1, Part 6.302-1).

Please do not hesitate to contact me if you have additional questions about the ownership or distribution of our GetCare software and related support services.

Sincerely,

Michael Zawadski, J.D.
President

mike@rtzassociates.com
510.986.6700 ext. 101

ITEM NO.	DESCRIPTION	UOM
1.1	Website and Software for the comprehensive Management, Operations, and Maintenance of the Aging and Disability Resource Center Initiative- GuamGetCare, a Public Website	1 Month

SCOPE OF SERVICES: PROGRAM SPECIFICATIONS

The **VENDOR** 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 Emergency Procurement 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.*

TYPE OF PROGRAM. Aging Disability Resource Center Initiative – GuamGetCare, a Public Website.

PROGRAM INTENT. To provide the software maintenance and services for the Aging Disability Resource Center initiative using the GuamGetCare software application. The need to sustain this website is critical for the following purposes:

1. To the network of home and community aging vendors and providers on contract which include Adult Day Care Services Program, Case Management Services Program, In-Home Services Program, Transportation Services Program, Legal Assistance Services Program, Elderly Nutrition Program- Congregate Meals, Elderly Nutrition Program- Home-Delivered Meals, and National Family Caregiver Support Program who use this software application to submit their Units of Services to report data on clients receiving aging services;
2. To the users who use the Case Management tool to manage their client’s cases;
3. To those seeking information using the Resource Directory available to the consumers, advocates and families on Guam to access program services and supports;
4. To keep the public informed of community events through the maintenance of the Community Calendar; and
5. To complete the annual federal National Aging Program Information System (NAPIS) report to the Administration for Community Living (ACL), Department of Health and Human Services (DHHS).

SCOPE OF SERVICES: DESCRIPTION OF WORK

1. **On-going Operations.** The **VENDOR** shall host the GuamGetCare system and will work to ensure that the system is accessible 24 hours a day. The **VENDOR** shall ensure no software or hardware installation is required for end users. The **VENDOR** shall ensure support operations include data backup, on-going upgrades, and regular communication through electronic mail and telephone to ensure that the website continues to meet the needs of Guam users. The **VENDOR** will provide back-up power and communication systems, three-tier architecture for system security, and state-of-the-art software.

The **VENDOR** shall provide professional services to include tasks relating to programming, support and project management. Support services to include training for trainers, technical assistance for staff, and database management. Project management services include application design, quality assurance, client communication and overall project responsibility.

2. **Server Hosting Responsibilities.** The **VENDOR** shall ensure the GuamGetCare utilizes a complex three-tiered architecture that places two firewall servers between the public site and the data including private client information. The **VENDOR** shall ensure the architecture uses multiple machines to load-balance both the business model layer and database demands. The **VENDOR** shall install, maintain and support all applications on the **VENDOR'S** web and database servers. The **VENDOR** shall ensure database servers are located a co-location facilities on the West and East Coasts of the United States, providing back-up and redundancy in the case of an emergency or natural disaster at one location. The **VENDOR** shall ensure the server spaces are designed with raised floors, temperature control, and with properly working fire suppressant systems. The **VENDOR** shall ensure the facilities are also physically secure and are only accessible to authorized **VENDOR** employees and require magnetic card access and handprint identification for entry.

3. **GuamGetCare Functions.** The **VENDOR** agrees to provide the following on-going functions of GuamGetCare:
 - 3.1 All on-going operations described in On-going Operations and Server Hosting Responsibilities.
 - 3.2 On-line public website and Resource Directory, as well as Consumer Care Record (unlimited number of consumer users)
 - 3.3 Tools for aging vendors and service providers to manage the Resource Directory listing (including different levels of permissions that allow users to monitor existing listings and create new ones)
 - 3.4 Information, Referral and Assistance Tool, e-Referral capability
 - 3.5 Case Management module used by aging vendors and service providers
 - 3.6 Assistance in preparing National Aging Program Information System federal reporting
 - 3.7 Operational reporting for agencies using GuamGetCare
 - 3.8 On-going technical support and bug fixes to GuamGetCare
 - 3.9 Participation in regular stakeholder discussions, as requested by the GOVERNMENT

4. **AGING AND DISABILITY RESOURCE CENTER.** The **VENDOR** shall be required to comply with the efforts to put forth a unified automated system that would support and promote a coordinated and comprehensive system of care.

5. **INSURANCE.** The **VENDOR** shall maintain and furnish the DPH&SS, DSC satisfactory evidence of insurance coverage to protect the integrity of the program. Insurance claims shall be immediately reported in writing to the DPH&SS, DSC.

6. **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.
 - 6.1 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

- 6.2 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: <i>eating, dressing, bathing, toileting, transferring in and out of bed/chair, and walking.</i>	
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.

- 6.3 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)
- 6.4 After applying the Prioritization of Services and the demand for services still outweigh the available resources the **VENDOR** shall advise the Guam SOA who will provide additional guidance and direction to the **VENDOR** as to other variables and/or conditions to assess to reduce the demand to meet the available resources.
- 6.5 When the **VENDOR** 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.
7. **EQUAL EMPLOYMENT OPPORTUNITY.** The **VENDOR** shall be an equal opportunity employer. The **VENDOR** cannot discriminate on the basis of race, religion, color, sex, sexual preference, age, national origin, or disability. The **VENDOR** shall ensure employees are treated equally during employment without regard to their race, religion, color, sex, sexual preference, age, national origin, or disability.
8. **STANDARD OPERATING PROCEDURES.** The **VENDOR** shall ensure Standard Operating Procedures, inclusive of an Emergency Management Plan, are current and available to the DPH&SS, DSC upon request.
9. **FINANCIAL MANAGEMENT SYSTEM.** The **VENDOR** shall ensure the organization possesses a financial management 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 **VENDOR** shall ensure their accounting system shall permit timely development of all necessary cost data in the form required by the DPH&SS, DSC.
10. **FACILITIES AND PERSONNEL.** The **VENDOR** shall ensure that the DPH&SS, DSC is notified 60 days prior to any changes that require a consolidation, merger, or relocation of facilities, and reassignment of personnel during this emergency procurement with minimal to no impact to the services provided to the DPH&SS, DSC.
11. **REQUESTS FOR INFORMATION.** Requests for Information by the DPH&SS, DSC shall be acted upon in a professional manner and submitted to the DPH&SS, DSC within five (5) working days unless otherwise specified in the request. Corrections to information requested shall be submitted as specified by the GOVERNMENT.

12. **MANAGEMENT PERSONNEL.** Management personnel shall be knowledgeable of the provisions of the **VENDOR'S** Agreement with the **GOVERNMENT** and be provided copies of the Agreement and approved purchase order. The absence of the key personnel such as Executive or Program Director for more than three (3) consecutive days shall be reported in writing to the DPH&SS, DSC naming the person(s) authorized to act on their behalf and the expected duration of the appointment.
13. **ACTIVITIES OF PERSONNEL.** Notification of activities other than those related to Title III programs that will be performed during official working hours by the **VENDOR'S** employees shall be submitted in writing stating date, time, purpose, staff, and hours for approval by the DPH&SS, DSC ten (10) working days prior to commencement of activities. Activities not approved shall be considered unauthorized and the appropriate hours and salary (ies) shall be disallowed from the **VENDOR'S** Monthly Invoice.
 - a. No **VENDOR** or its employees shall 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 office; or for use in advocating or opposing any ballot measure, initiative, or referendum.
 - b. No **VENDOR** or its employees shall intentionally identify the Title III program or provider with any partisan or nonpartisan political activity, or with the campaign of any candidate for public or party office.
 - c. The **VENDOR** shall 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.
14. **COMPLAINTS, PROBLEMS, AND CONCERNS:**
 - a. The **VENDOR** shall attempt to remedy non-urgent complaints, problems and concerns of clients and with other service providers or **VENDOR** and health and human service agencies prior to reporting the matter to the DPH&SS, DSC.
 - b. Complaints and concerns that cannot be resolved to the mutual satisfaction of all parties shall be immediately reported in writing to the DPH&SS, DSC for assistance and guidance.
 - c. Urgent complaints, problems, and concerns requiring immediate attention shall be reported to the DPH&SS, DSC as soon as possible with written communications to be submitted as determined by the DPH&SS, DSC upon being notified. This shall include complaints filed against the **VENDOR** with local or Federal agencies by either clients or staff.
 - d. Written notices for information or corrective action, issued by the DPH&SS, DSC, to the **VENDOR**, shall be acted upon within five (5) working days upon receipt of notification or as determined by the DPH&SS, DSC.
15. **PROGRAM REPORTING REQUIREMENTS.** The **VENDOR** shall submit the following information required by the **GOVERNMENT**. Required forms shall be provided upon award of Purchase Order. 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.

MONTHLY REPORTS. Monthly Reports with transmittal page signed by the **VENDOR** or designee shall be complete, accurate, and received by the DPH&SS, DSC in the format provided no later than ten (10) working days after the end of the Purchase Order and shall include:

- 15.1 Transmittal Page
- 15.2 Invoice
- 15.3 Release of Claims Statement
- 15.4 Accounts Receivable Activity Report

- 15.5 Program Summary
- (a) Activities/Accomplishment Section
 - (b) Complaints, Problems and Concerns and Proposed Solutions:
 - (c) Program Accomplishments: Provide a description highlighting the results achieved by the **VENDOR**.
- 15.6 Program Summary
16. **ELECTRONIC FUNDS TRANSFER.** The **VENDOR** shall provide a copy of confirmation of payment received through Electronic Funds Transfer (EFT) or copies of checks and check stubs to confirm payment of program invoice shall be provided to the DPH&SS, DSC within twenty-four (24) hours of receipt by the **VENDOR**.
17. **PROGRAM TRANSITION.** All steps shall be taken by the **VENDOR** 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.
- 17.1 The **VENDOR** shall identify and provide the DPH&SS, DSC the transition person from the **VENDOR**'s organization identified to ensure a smooth and professional transition of the program.
 - 17.2 The **VENDOR**, 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, and all other operational, administrative, and service documents and/or items to the new **VENDOR**. The **VENDOR**'s transition person shall assist with this requirement and shall ensure that all records identified are updated.
 - 17.3 The DPH&SS, DSC shall oversee the transfer of all program-related information, files, etc., to the new **VENDOR**.
18. **FILES AND RECORDS MAINTENANCE.** All files and records pertaining to the program, whether programmatic or financial, shall be accurate and complete and made accessible to the DPH&SS, DSC and its authorized representatives and are subject to audit, monitoring, and evaluation.
19. **CONFIDENTIALITY.** Information obtained directly or indirectly from a client shall 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.]
20. **GENERAL STAFFING.** The **VENDOR** shall ensure all services and activities provided is performed in a professional, courteous, safe, and caring manner. Staff shall be sensitive, patient, and understanding in providing services to clients and users of the system.
21. **COMPLIANCE OF APPLICABLE LAWS, RULES, AND REGULATIONS.** The **VENDOR** shall comply with all Federal and local laws and ordinances concerning the purchasing, handling, preparation, delivery, and serving of food, including all health, sanitation, safety rules and regulations, business licenses, and permits.
22. **DRUG AND SMOKE-FREE WORKPLACE.** The **VENDOR** 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)
23. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).** The **VENDOR** 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.

24. **SOCIAL SECURITY NUMBER CONFIDENTIALITY ACT.** The **VENDOR** shall ensure compliance relative to preventing the inappropriate disclosure and misappropriation of Social Security numbers. (Ref. Article 7, Title 5 GCA, Chapter 32)
25. **SPECIAL TERMS AND CONDITIONS:**
- 25.1 The DPH&SS, DSC shall assume without a specific written designation that all elements of this Emergency Procurement are a matter of public record.
- 25.2 The **VENDOR** agrees to accept appointment as **VENDOR** to the DPH&SS, DSC, providing its best efforts in its performance of duties in a responsible manner, in accordance with all applicable laws, rules, regulations and policies of both the United States Government and the Government of Guam.
- 25.3 The **VENDOR** shall not assign or subcontract the Agreement, or any sum becoming due the **VENDOR** under the provisions of the Agreement, without the prior written consent of the DPH&SS, DSC.
- 25.4 The **VENDOR** 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 for or on account of any injury, death, or damage arising or growing out of the acts or omissions of the **VENDOR**, **VENDOR**'s officers, agents, servants or employees under the Agreement.
- 25.5 The **VENDOR** shall ensure recognition of the role of the grantor agency in providing services through the Agreement. All activities, program vehicles, facilities, and items utilized pursuant to the Agreement shall be prominently labeled as to funding source. In addition, the **VENDOR** shall include a reference to the support provided herein in all publications made possible with funds available under the Agreement. All advertising by the **VENDOR** 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.
26. **PENALTIES: ADMINISTRATIVE.** The DPH&SS, DSC may assess a penalty for the submission of incomplete, inaccurate or late financial, and other required information. The penalty shall be applied after any disallowed cost to the monthly invoice amount. The penalty is based on the following schedule within the Purchase Order period:
- 26.1 Initial Submission. In the event the initial submission of the Monthly Program reports is inaccurate, incomplete or missing, and upon notification by DPH&SS, DSC, the **VENDOR** shall have three (3) working days to submit or resubmit, as applicable, the required reports and upon being cleared by DPH&SS, DSC, no penalties will be applied.
- 26.2 Revisions. In the event further corrections are required for any part of the required program reports, the DPH&SS, DSC may assess a penalty of half of one percent (.005) for incomplete, inaccurate or late submission of any of the required program reports and shall be calculated after any disallowed cost to the monthly invoice amount is applied.
27. **VENDOR AGREES** that there shall be no employee benefits occurring from this Agreement, such as:
- 27.1 Insurance coverage provided by the GOVERNMENT; and
- 27.2 Participation in the Government of Guam retirement system.
28. **VENDOR AGREES** that there shall be no withholding of taxes to the GOVERNMENT.
29. **VENDOR 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 VENDOR 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.

30. VENDOR shall be responsible for the professional and technical accuracy of all work and materials furnished under this Agreement. The VENDOR shall, without additional cost to the GOVERNMENT, correct or revise all errors or deficiencies in its work.
31. 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 VENDOR'S failure of performance of this Agreement and the VENDOR 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 VENDOR'S negligent performance of any of the services performed under this Agreement.
32. **GENERAL COMPLIANCE WITH LAWS AND REQUIREMENTS.** The VENDOR shall be required to comply with all Federal and Guam laws, Ordinances and requirements applicable to the work.
33. **ACCESS TO RECORDS AND OTHER REVIEW.** The VENDOR, including its subcontractors, if any, 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 first payment under the Agreement, for inspection by the GOVERNMENT. Each subcontract by the VENDOR pursuant to this Agreement shall include a provision containing the conditions of this Section.
34. **OWNERSHIP OF DOCUMENTS.** All briefs, memoranda and other incidental VENDOR work or materials furnished hereunder shall be and remain the property of the GOVERNMENT including all publication rights and copyright interests and may be used by the GOVERNMENT without any additional cost to the GOVERNMENT.
35. **INDEMNITY.** The VENDOR agrees to save and hold harmless the GOVERNMENT, its officers, agents, representatives, successors and assigns and other Governmental agencies from any and all suits or actions of every nature and kind, which may be brought for or on account of any injury, death, or damage arising or growing out of the acts or omissions of the VENDOR, VENDOR'S officers, agents, servants or employees under this Agreement.
36. **MODIFICATION OF CHANGES.** Pursuant to Title 5 GCA, Div. 1, Article 6, §5350(d), modification or 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.
37. **COMPENSATION:**
 - 37.1 The VENDOR shall be compensated provided the Monthly Report submitted is without discrepancy. Payment shall be based upon the unit cost multiplied by the number of meals authorized less any penalties or disallowed costs. Compensation based upon the aggregate of the 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.
 - 37.2 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. Request for modification shall be addressed to the DPH&SS, DSC justifying the adjustment.

- 37.3 **UNAUTHORIZED SERVICES.** Any unauthorized services rendered by the **VENDOR** shall be considered a disallowed cost and shall be deducted from the monthly invoice. 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 **VENDOR**.
- 37.4 If there exist a discrepancy in the statistical, narrative or financial report submitted by the **VENDOR**, ten percent (10%) of the invoiced amount after applying any penalties or disallowed costs, shall be withheld until the discrepancy has been resolved to the satisfaction of the DPH&SS, DSC.
38. **PROMPT PAYMENT ACT.** The negotiated and agreed upon amount of compensation shall comply with the provisions of Title 5 GCA, Div. 2, Chapter 22, Article 5, Prompt Payment Act --- Interest on Late Payments by the **GOVERNMENT**.
39. **TERMINATION.** If the **VENDOR**, after reasonable notice and reasonable opportunity to be heard, is terminated by the **GOVERNMENT** for cause, the **SERVICE PROVIDER** is not eligible to bid or be offered an agreement or renewal for that program for a twenty-four (24) month period following such termination pursuant to 5 GCA §5426 and as otherwise provided for by law, rule or regulation. Either of the parties hereto, may, by written notice to the other, terminate this Agreement in whole or in part at any time, either for convenience or default. Upon such termination, all briefs, reports, summaries, completed work and work in progress, and such other information and materials as may have been accumulated by the **VENDOR** in performing this Agreement shall, in a manner and to the extent determined by the **GOVERNMENT**, become the property of and be delivered to the **GOVERNMENT**. If the Agreement is terminated by the **VENDOR** or by the **GOVERNMENT** for cause, prior to its completion, the **VENDOR** will be paid the reasonable value for services performed that are acceptable to the **GOVERNMENT**.
40. **SEVERABLE PROVISION.** If any provision of this Agreement shall be deemed by a court of competent jurisdiction to be invalid, then such provision shall be deemed stricken from the Agreement and the Agreement shall be enforced according to its remaining valid and subsisting terms and provisions.
41. **GOVERNING LAW.** 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, shall be governed by the laws of Guam.
42. The **GOVERNMENT** assumes no liability for any accident or injury that may occur to the **VENDOR**, his/her agents, dependents, or personal property during any travel mandated by the terms of this Agreement.
43. The **GOVERNMENT** shall not be liable to the **VENDOR** for any work performed by the **VENDOR** prior to the issuance of a Purchase Order.
44. **UNAVAILABILITY OF FUNDS.** As soon as the **GOVERNMENT** learns of the unavailability of funds it shall immediately notify the **VENDOR** whereupon this Agreement shall be deemed rescinded. If such rescission for unavailability of funds occurs, the **VENDOR** will be paid for services rendered or provided up to the point of the rescission.

----- **NOTHING FOLLOWS** -----