


**GUAM MEMORIAL HOSPITAL AUTHORITY
ADMINISTRATIVE MANUAL**

APPROVED BY:  Lillian Perez-Hospitas, MN, RN Hospital Administrator/CEO	RESPONSIBILITY: Administration	EFFECTIVE DATE: 7/23/2021	POLICY NO. A-LD700	PAGE 1 of 48
TITLE: CONTRACTS MANAGEMENT				
LAST REVIEWED/REVISED: 05/2021				
ENDORSED: EMC 07/2021				

PURPOSE:

To formalize the policy and procedure by which the Guam Memorial Hospital Authority (GMHA) manages its various types of service contracts to include initiation, drafting, monitoring, and continued performance evaluation.

POLICY:

It is the policy of the GMHA to enter into contractual agreements with qualified organizations, vendors or individuals in order to effectively recruit or procure medical, administrative, ancillary, personnel, and other services as necessary for the operation of GMHA's facilities (namely, Guam Memorial Hospital and Skilled Nursing Facility). Furthermore, it is the responsibility of the respective department head to ensure effective management of all contracts pertaining to / relevant to their department's contracted services. In effectuating implementation of these contract management processes, requisition planning, contract development, and continued monitoring and performance evaluation shall be as outlined in this Policy A-LD700.

PROCEDURE:

- I. Contract Negotiation
 - A. Negotiation of a contract, pursuant to personnel or procurement law, rules and regulations as applicable, must be completed by the Hospital Administrator/CEO, or designated Contract Negotiation Team having the appropriate knowledge of the services, influences, achievable obligations, legal implications, and responsibility for resources and/or finances. This will ensure that no single individual is negotiating GMHA's contracts, as it is the Negotiation Team's goal to ensure that fair and reasonable price negotiations are achieved and determinations made in writing for review and approval by the Hospital Administrator/CEO (or designee).
 - B. GMHA's respective Negotiation Teams, in negotiating contracts, will at all times ensure the proposed services are fit-for-purpose.
 - C. GMHA's respective Negotiation Teams will document liaison with appropriate internal parties to confirm there is no extension of liability, will have no negative reflection on the organization, and ensure security within the contract.
 - D. A full and proper record, pursuant to either personnel or procurement law, rules and regulations as applicable, must be kept of all contract negotiation and related correspondence by the appropriate departments (e.g., Personnel, Medical Staff Office, Materials Management, other applicable Departments managing the contracted service). This record shall then be appended to the established formal contract.

II. Development & Execution:

- A. The department requesting services through a contractual arrangement with the GMHA shall categorize the proposed contract into one of the following six (6) categories:
1. Professional Services
 - a. Physician Services;
 - b. Legal Services;
 - c. Architectural/Engineering (A/E) Services;
 - d. Nurse Staffing Solutions Services;
 - e. Revenue Cycle Management Services;
 - f. Collections Services; and
 - g. Others as deemed necessary.
 2. Equipment Maintenance Services
 3. Personnel Employment Services
 - a. Hard-to-fill positions;
 - b. Travel Nurses; and
 - c. Others as deemed necessary.
 4. Facility Construction Services
 5. Lease or Rental Services
 6. Other Services (e.g., required services that cannot be classified in any of the above categories and the Hospital Administrator/CEO or his/her designee has determined such services to be essential and necessary).
- B. All contracts must be in writing.
1. The requesting Department and Division Heads are responsible for ensuring that the proposed scope of work/services is in the format required by the Office of the Attorney General and compliant with both Government of Guam and GMHA Procurement Law, Rules and Regulations. The requesting Department and Division Heads are also responsible for ensuring that proposed scope of work/services, compensation, contract term, renewal procedures, and effective dates are consistent with the Department's and GMHA's operation, strategic plan, goals and objectives, mission and vision.
 2. All contracts must contain key performance indicators, ensuring the following areas are encompassed:
 - a. Quality management programs;
 - b. Participation in GMHA-directed quality auditing procedures;
 - c. Industry standard compliance; and
 - d. Contingency planning methods.

A system for effective monitoring of the performance indicators must also be identified.

3. All contracts shall be drafted clearly, in plain English to avoid ambiguity or misinterpretation.
 4. The Contract Review Checklist (**see Attachment I**) shall be used to ensure all contract components are included in the contract.
- C. Business Associate Agreements (**see Attachment II**) are required for contracts with vendors who perform certain functions or activities on behalf of GMHA that require the use or disclosure of Protected Health Information (PHI). PHI is individually identifiable information (oral, written, or electronic) about a member/patient's physical or mental health, the receipt of health care, or payment for that care. The GMHA Health Insurance Portability and Accountability Act (HIPAA) Compliance Officer will determine this need.
1. GMHA requires its Business Associates (as defined under HIPAA) to safeguard protected health information disclosed to them, or that is created, received, maintained or transmitted by them on behalf of GMHA.
 2. Protected health information is individually identifiable information (oral, written or electronic) about a member/patient's physical or mental health, the receipt of health care, or payment for that care.
 3. Covered Entities (as defined under HIPAA) do not require Business Associate Agreements.
- D. The requisition procurement package or the appropriate personnel negotiation package (e.g., Contract, GG1 Request) shall be forwarded from the requesting Department Head, via their respective Division Head, to the Budget Office to determine whether funds are available to fund the services contract and whether the proposed contract is consistent with the department's budget for the proposed fiscal year(s).
1. Comments and suggestions by the Chief Financial Officer (CFO) shall be considered for incorporation into the draft contract;
 2. When revisions suggested by the CFO have been fully incorporated, the revised draft shall be resubmitted to the CFO for approval; and
 3. The CFO shall initial the draft contract as validation of such review.
- E. If funds are certified as available, the requisition and draft contract shall then be forwarded to the Hospital Materials Management Administrator (for procurement contracts) for validating compliance with Government of Guam and GMHA Procurement Law, Rules and Regulations, or the Human Resources Administrator (for personnel contracts) for validating compliance with Government of Guam and GMHA Personnel Law, Rules and Regulations, as applicable. Materials Management or Human Resources (as applicable) shall work

with Hospital's Legal Counsel as necessary to prepare the procurement or personnel documents for legal compliance, and contract draft/review.

- F. The draft contract shall then be forwarded to the Hospital Administrator/CEO (or designee) for review and approval as to its negotiated terms and conditions after completion of one of the following processes:
1. Request for Proposal (RFP) process to determine and negotiate with the most qualified offeror;
 2. Invitation for Bid (IFB) or Multi-Step IFB process to determine the lowest, most responsive and responsible offeror/bidder; and
 3. Personnel Recruitment process to negotiate fair, reasonable and effective, performance-based personnel contracts for medical professionals (e.g., independent practitioners) and other hard-to-fill hospital/healthcare positions (**see Attachments III, IV, and V**).
- G. After HA/CEO review and approval, the contracts shall be returned to either Materials Management (for procurement service contracts) or Human Resources and/or Medical Staff Office (for personnel service contracts) for further processing and record keeping.
- H. After receiving approval from the Hospital Administrator/CEO (or designee), the Contract will be forwarded to the offeror/bidder/contractor/independent practitioner for review and approval. Materials Management, Human Resources or Medical Staff Office (as applicable) will process two (2) sets of the contract for signature from by the offeror/bidder/contractor/independent practitioner.
- I. Materials Management, Human Resources or Medical Staff Office (as applicable) shall prepare transmittal letters as appropriate to secure the following signatures:
1. Hospital Administrator/CEO;
 2. Certifying Officer;
 3. Chairperson of the Board of Trustees; and
 4. Hospital Legal Counsel.
- J. The final signed contract shall be forwarded to the Hospital Materials Management Administrator (for procurement contracts) or the Human Resources Office and/or Medical Staff Office (for personnel contracts) who will:
1. Prepare a transmittal letter to accompany the draft contract for review, clearance, and signature by:
 - a. Attorney General's Office – as to form and compliance with local laws;
 - b. Governor's Office – final approving authority; signature required for the contract to be valid and enforceable; and
 - c. Monitor the status of contracts forwarded to the AG's Office and Governor's Office.

2. Maintain Master Contract Listing and Calendar containing all contracts, their status (active or inactive), start date of the contract, and the termination date.
3. Provide departmental contract owners and the Administration Office a copy of the final contract to have on file.

K. The Administrative Office will have a list (**see Attachment VI**) of current clinical and surveyable contracts that are currently used by GMHA. Clinical contracts are contracts related to patient care, treatment, and clinical services. Surveyable contracts provide for services that support the delivery of patient care and have proximity to patient care. Current contracts are those that have been used by GMHA within the previous 12 months.

1. The “nature and scope” of services will be included on the contract list, describing the contract service provided; and
2. GMHA will be prepared to provide the list of clinical contracts and/or surveyable contracts, based on the nature of the survey, when requested by regulatory or accrediting surveyors.

Contracts are required to be available, and therefore, shall be available for review by regulatory and accrediting agencies. The Administration Office is accountable to establish procedures for accessing electronic copies of contracts for unannounced surveys.

III. Monitoring, Reporting and Evaluation:

- A. GMHA department managers will be assigned to each contract, and will be accountable for both administrative and quality oversight. The manager shall be assigned based on their accountabilities for the function or service the contract provides as it relates to the department manager’s areas of responsibility.
- B. For the life of the contract, the respective Department and Division Heads shall engage in quarterly and annual monitoring, reporting and evaluation of their respective contracts for performance and contractual compliance via their respective Quality Assessment and Performance Improvement (QAPI) Programs and shall also include the completion of an Annual Contract Evaluation Materials Management shall monitor department quarterly evaluation submissions for contractual compliance.
- C. Department and Division Heads shall monitor, report and evaluate their contracts quarterly and annually via their respective QAPI Programs.
- D. In addition to QAPI monitoring/reporting/evaluation, each requesting department shall complete an Annual Contract Evaluation by using the attached form or similar form (**see Attachment VII**). This form shall be forwarded to the appropriate Division Head for review and to the Hospital Administrator/CEO for approval.
- E. The original completed Annual Contract Evaluations shall be processed as follows:

1. Procurement Service Contracts shall be returned to Materials Management to be included in the contractor's file; a copy retained in the departmental file; and a copy provided to the contractor.
 2. Personnel Service Contracts shall be returned to Human Resources to be included in the employee's file; a copy retained in the departmental file; and a copy provided to the employee.
 3. Independent Practitioner Contracts shall be returned to the Medical Staff Office to be included in the practitioner's file; a copy retained in the departmental file; and a copy provided to the practitioner.
- G. In the event the contract has been deemed non-essential, needs amending, or needs to be terminated for cause, it shall be the responsibility of the Department Head and their respective Division Head to draft a letter for the Hospital Administrator/CEO's signature informing the contractor of the change of contract status and Materials Management will prepare either a contract amendment for any necessary revisions to the contract, or a letter of contract termination.
- H. The termination of the contract, prior to its anticipated termination date, must be fully substantiated with completed contract evaluations and other supporting documentation.
- I. It shall be the responsibility of the respective Department and Division Heads to work collaboratively with the Materials Management Department, Human Resources Department and/or the Medical Staff Office (as applicable) relative to maintaining and providing contractor monitoring, reporting and evaluation documentation in support of this process.

ATTACHMENTS:

- I. [CONTRACT REVIEW CHECKLIST](#)
- II. [BUINESS ASSOCIATED AGREEMENT](#)
- III. [OFF-ISLAND RECRUITMENT AGREEMENT TEMPLATE](#)
- IV. [SPECIAL EMPLOYMENT AGREEMENT FOR PROFESSIONAL SERVICES](#)
- V. [WORK VISA APPLICANT EMPLOYMENT AGREEMENT](#)
- VI. [CONTRACT LISTING](#)
- VII. [CONTRACT EVALUATION FORM](#)

RESCISSION:

Policy A-LD700, Contracts Management, of the Administrative Manual interim approved on May 24, 2021.

ATTACHMENT I
CONTRACT REVIEW CHECKLIST

Other Party: _____ Type of Service/Provider: _____
 Address: _____
 Effective Date: _____ Termination/Renewal Date: _____
 Purpose: _____

Contract Component	Yes	No	Comments
Identification of Parties:			
1. Are all of the parties to the contract identified and are the legal names used?			
Effective/Execution Date:			
1. Can you identify the date the contracting terms go into effect and the date it is signed?			
Term:			
1. Is the length of the contract specified?			
2. Does it renew automatically with mutual party agreement?			
Termination:			
1. Is the termination without cause?			
2. Is it possible to cancel or terminate the contract for failure to perform?			
3. Is the terminator/renewal terms clear? (30, 60, 90 days)			
Insurance or Liability Issues:			
1. Does the contract require proof of insurance and does the contracting party have proof of applicable insurance?			
a. Comprehensive General Liability?			
b. Professional Liability or E&O?			
c. Worker's Compensation?			
d. Property?			
e. Business Auto?			
f. Bonds?			
2. Are the required limits of insurance coverage specified, and if so, are the limits appropriate to the potential liability exposure?			
3. Does the contract require that the contractor notify the hospital of any material change (i.e., restrictive endorsements, reduction in limits, deletion of coverage, etc.) or cancellation of the contractor's coverage?			
4. Does the contract specify that the contractor's insurance coverage will outlive the term of the contract and that the contractor is required to purchase tail coverage or prior acts coverage if the contractor's insurance is claims-made?			
5. Does the contract give the hospital the right to cancel the contract in the event the contractor has inadequate or lack of appropriate coverage as required in the contract?			
Conflict of Interest:			
1. Is there any potential for conflict of interest or appearance of conflict of interest?			
2. Consideration of Stark regulations? Self-referral?			
Indemnification or Hold Harmless:			
1. Is there an appropriate indemnification or hold harmless clause based on which party has "control" or "ownership" of the liability exposure?			
2. Is the indemnification mutual?			
3. Are the parties assuming liability for only their own risks?			
4. Is there a waiver of subrogation clause in which the hospital agrees to waive any right of recovery against the contractor? (If so, contact Risk Management)			

CONTRACT REVIEW CHECKLIST (Cont'd)

Contract Component	Yes	No	Comments
Performance of Parties:			
1. Is there a full description of each party's obligations and responsibilities?			
2. Are the financial arrangements understandable and reasonable?			
3. Does the contract specify that the contractor will provide only staff who are qualified in relation to their education, training, licensure, and competence?			
4. Is the contractor responsible for performing criminal back ground checks on staff who will be providing services?			
5. Does the contract address orientation of staff provided by contractor?			
6. Does the contract specify the expectation for staff provided by the contractor to:			
a. Know and adhere to hospital policies and procedures?			
b. Know and adhere to hospital customer service efforts?			
c. Maintain and respect the rights and responsibilities of all people?			
d. Participate in all meetings and mandatory training as requested?			
Amendments and Exhibits:			
1. Is the state (Guam) in which the contract terms are implemented or executed the governing law?			
2. Does the contract specify that any changes in the contract be memorialized in writing and signed by both parties?			
Contract Signature:			
1. Are the names, signatures, and titles of the parties represented on the signature page?			
Additional Contract Component Pertaining to Regulatory Requirements			
Requirements	Yes	No	Comments
Accreditation:			
1. Is the contractor accredited by The Joint Commission:			
If yes, what is the date the accreditation was achieved:			
If yes, what is the accreditation status:			
<input type="checkbox"/> Accredited <input type="checkbox"/> Accreditation with Follow Up <input type="checkbox"/> Contingent Accreditation			
<input type="checkbox"/> Preliminary Denial of Accreditation <input type="checkbox"/> Denial of Accreditation			
Quality /Performance Measures:			
1. Does the contract list the quality/performance measures for the contracted services related directly to this service/patient care?			

Department Manager Signature

Date

Risk Management Program Officer Signature

Date

ATTACHMENT II

BUSINESS ASSOCIATE AGREEMENT

This Privacy Agreement (“Agreement”) is effective upon signing this Agreement and is entered into by and between Guam Memorial Hospital Authority (“Covered Entity”) and _____ (the “Business Associate”).

1. **Term.** This Agreement shall remain in effect for the duration of the *<insert type of contract>* the Business Associate has with the Covered Entity to provide *<insert type of service provided>* (*<insert effective date of contract>*), and shall apply to all of the Services provided by the Business Associate pursuant to this Agreement.

2. **HIPAA Assurances.** In the event Business Associate creates, receives, maintains, or otherwise is exposed to personally identifiable or aggregate patient or other medical information defined as Protected Health Information (“PHI”) in the Health Insurance Portability and Accountability Act of 1996 or its relevant regulations (“HIPAA”) and otherwise meets the definition of Business Associate as defined in the HIPAA Privacy Standards (45 CFR Parts 160 and 164), Business Associate shall:

(a) Recognize that HITECH (the Health Information Technology for Economic and Clinical Health Act of 2009) and the regulations thereunder (including 45 C.F.R. Sections 164.308, 164.310, 164.312, and 164.316), apply to a business associate of a covered entity in the same manner that such sections apply to the covered entity;

(b) Not use or further disclose the PHI, except as permitted by law;

(c) Not use or further disclose the PHI in a manner that had the Covered Entity done so, would violate the requirements of HIPAA;

(d) Use appropriate safeguards (including implementing administrative, physical, and technical safeguards for electronic PHI) to protect the confidentiality, integrity, and availability of and to prevent the use or disclosure of the PHI other than as provided for by this Agreement;

(e) Comply with each applicable requirements of 45 C.F.R. Part 162 if the Business Associate conducts Standard Transactions for or on behalf of the Covered Entity;

(f) Report promptly to the Covered Entity any security incident or other use or disclosure of PHI not provided for by this Agreement of which Business Associate becomes aware;

(g) Ensure that any subcontractors or agents who receive or are exposed to PHI (whether in electronic or other format) are explained the Business Associate obligations under this paragraph and agree to the same restrictions and conditions;

(h) Make available PHI in accordance with the individual’s rights as required under the HIPAA regulations;

(i) Account for PHI disclosures for up to the past six (6) years as requested by Covered Entity, which shall include:

(1) Dates of disclosure, (2) names of the entities or persons who received the PHI, (3) a brief description of the PHI disclosed, and (4) a brief statement of the purpose and basis of such disclosure;

(j) Make its internal practices, books, and records that relate to the use and disclosure of PHI available to the U.S. Secretary of Health and Human Services for purposes of determining Customer's compliance with HIPAA; and

(k) Incorporate any amendments or corrections to PHI when notified by Customer or enter into a Business Associate Agreement or other necessary Agreements to comply with HIPAA.

3. Termination upon Breach of Provisions. Notwithstanding any other provision of this Agreement, Covered Entity may immediately terminate this Agreement if it determines that Business Associate breaches any term in this agreement. Alternatively, Covered Entity may give written notice to Business Associate in the event of a breach and give Business Associate five (5) business days to cure such breach. Covered Entity shall also have the option to immediately stop all further disclosures of PHI to Business Associate if Covered Entity reasonably determines that Business Associate has breached its obligations under this Agreement. In the event that termination of this Agreement and the Agreement is not feasible, Business Associate hereby acknowledges that the Covered Entity shall be required to report the breach to the Secretary of the U.S. Department of Health and Human Services, notwithstanding any other provision of this Agreement or Agreement to the contrary.

4. Return or Destruction of Protected Health Information upon Termination. Upon the termination of this Agreement, unless otherwise directed by Covered Entity, Business Associate shall either return or destroy all PHI received from the Covered Entity or created or received by Business Associate on behalf of the Covered Entity in which Business Associate maintains in any form. Business Associate shall not retain any copies of such PHI. Notwithstanding the foregoing, in the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible upon termination of this Agreement, Business Associate shall provide to Covered Entity notification of the condition that makes return or destruction infeasible. To the extent that it is not feasible for Business Associate to return or destroy such PHI, the terms and provisions of this Agreement shall survive such termination or expiration and such PHI shall be used or disclosed solely as permitted by law for so long as Business Associate maintains such Protected Health Information.

5. No Third Party Beneficiaries. The parties agree that the terms of this Agreement shall apply only to themselves and are not for the benefit of any third party beneficiaries.

6. De-Identified Data. Notwithstanding the provisions of this Agreement, Business Associate and its subcontractors may disclose non-personally identifiable information provided that the disclosed information does not include a key or other mechanism that would enable the information to be identified.

7. **Amendment.** Business Associate and Covered Entity agree to amend this Agreement to the extent necessary to allow either party to comply with the Privacy Standards, the Standards for Electronic Transactions, the Security Standards, or other relevant state or federal laws or regulations created or amended to protect the privacy of patient information. All such amendments shall be made in a writing signed by both parties.

8. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the then most current version of HIPAA and the HIPAA privacy regulations.

9. **Definitions.** Capitalized terms used in this Agreement shall have the meanings assigned to them as outlined in HIPAA and its related regulations.

10. **Survival.** The obligations imposed by this Agreement shall survive any expiration or termination of this Agreement.

Facility: Guam Memorial Hospital Authority

Facility Address: **850 Governor Carlos G. Camacho Road**

City/State/Zip: **Tamuning, GU 96913**

Signature:

Name:

Title: **Hospital Administrator/Chief Executive Officer**

Date:

E-mail address of signer:

Business Associate:

Business Associate Address:

City/State/Zip:

Signature:

Name:

Title:

Date:

E-mail address of signer:

ATTACHMENT III

**OFF-ISLAND EMPLOYMENT AGREEMENT
BETWEEN GUAM MEMORIAL HOSPITAL AUTHORITY
AND
(EMPLOYEE'S NAME)**

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered by and between the **GUAM MEMORIAL HOSPITAL AUTHORITY**, whose address is 850 Governor Carlos G. Camacho Road, Tamuning, Guam 96913 ("GMHA"), and **(Employee's Name)** whose address is _____ ("Employee").

RECITALS

WHEREAS, the GMHA is a public corporation and autonomous instrumentality of the Government of Guam that operates the Guam Memorial Hospital ("GMH" or "Hospital") located in Tamuning, and Skilled Nursing Facility ("SNF") located in Barrigada; and

WHEREAS, the GMHA requires the services of a **(Job Title)** in the **(Department/Medical Field)** to help fulfill its mission to provide quality patient care in a safe environment; and

WHEREAS, pursuant to Title 4 G.C.A. Sections 6501 and 6504, and as described in **Attachment A** to this Agreement, attached hereto and incorporated herein by this reference, the GMHA Administrator has determined in writing that Employee possesses skills and qualifications of a **(Job Title)** which are not possessed by any resident of Guam available for hire for the position to be filled.

WHEREAS, the GMHA desires to employ Employee in the position of **(Job Title)** in accordance with the terms and conditions set forth in this Agreement and the attachments hereto, and Employee is agreeable to such employment; and

NOW, THEREFORE, in consideration of the mutual covenants and the terms and conditions herein contained, the Parties agree as follows:

I. SERVICES & OBLIGATIONS

- A. Employee will serve as **Job Title** for GMHA and will have the duties, responsibilities and authority consistent with such position as detailed in the Scope of Services attached hereto as **Attachment B**.
- B. Employee will devote a minimum of forty (40) hours per week to the GMHA, with the exception of official holidays or authorized leave, to the performance of the duties provided for in this Agreement.
- C. Employee will devote his/her full time and effort, energies and abilities as are reasonably required for the proper and efficient performance of such duties and responsibilities in accordance with the laws of Guam and the rules, regulations and policies of the GMHA;

and he/she will not accept or engage in any employment outside the GMHA, unless having first obtained permission in writing from the Hospital Administrator/CEO or his/her designee.

- D. Employee will be under the general supervision, advice, and direction of the Hospital Administrator/CEO or his/her designee. GMHA reserves the right to make any and all reasonable changes to Employee's scope of employment which GMHA deems necessary or appropriate.
- E. Employee represents himself/herself to be fully experienced, trained, and qualified to perform duties as a Job Title, and this representation of professional skill (including information provided on his/her employment application and any documents submitted to the GMHA in support of such application) is material in GMHA's decision to employ Employee. Subsequent performance which demonstrates an actual skill below that which was represented by the Employee in his/her employment application, or the discovery of any false statements, omissions or misrepresentations, will be the basis of termination for cause.
- F. Performance Evaluation. Employee agrees to a performance-based review after his/her initial six (6) months of employment followed by an annual performance evaluation to be conducted by the Hospital Administrator or designee based on the terms of this Agreement.
- G. Confidentiality:
1. Compliance with HIPAA. Employee acknowledges that the Health Insurance Portability and Accountability Act of 1996 and related regulations (45 C.F.R. Parts 160 and 164) ("HIPAA") require the GMHA to establish and follow written procedures pertaining to the protection of patient information and the provision of health care services. Employee agrees to abide by the GMHA's written procedures complying with applicable HIPAA requirements in order that the GMHA and Employee may fulfill their respective legal obligations under HIPAA.
 2. Confidential Information. Employee acknowledges that during his/her employment at the GMHA, Employee may be brought into contact with the Hospital's confidential patient records, business plans, methods of operations, compensation methods and formulas, performance standards, pricing policies, marketing strategies, records, trade secrets and other information about the GMHA or Hospital's operations and business of a confidential nature ("Confidential Information"). Therefore, during the term of this Agreement and thereafter, Employee shall not in any manner, directly or indirectly, disclose or divulge to any person or other entity whatsoever, whether directly or indirectly in competition with the GMHA or Hospital, or use for any purpose any Confidential

Information, except as required by law or expressly authorized in writing by the GMHA.

3. Unauthorized Disclosure of Information. If it appears that Employee has disclosed (or has threatened to disclose) any such Confidential Information, in violation of this Agreement or GMHA policies, GMHA shall be entitled to an injunction to restrain Employee from disclosing, in whole or in part, such confidential information, or from providing any services to any party to whom such confidential information has been disclosed or may be disclosed. GMHA shall not be prohibited by this provision from pursuing other remedies, including legal action for losses, damages, attorney's fees and costs.
4. Confidentiality after Termination of Employment. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of Employee's employment. Upon the expiration or termination of this Agreement for any reason, Employee shall immediately return to the GMHA any and all Confidential Information in Employee's possession or control, including, but not limited to, any originals or copies of, or computer discs containing policies, procedures, patient medical records, operation or employment materials, billings or billing information. Employee shall not retain any Confidential Information in any form (e.g., computer hard drive, microfilm, etc.) upon the expiration or termination of this Agreement.

II. COMPENSATION

- A. Compensation. Employee will be compensated XXXX Dollars (\$XXX.00) per annum for services provided, payable in bi-weekly installments, subject to deductions for taxes and other withholdings as required by law. The position is for a bona fide professional capacity and exempted from earning overtime, holiday, weekend, and night differential pay.
- B. Benefits. Employee will be eligible for benefits in accordance with the Government of Guam and GMHA's policies for full-time unclassified employees, including annual and sick leave, medical, dental and life insurance, and participation in the Government of Guam Retirement Fund.
- C. Relocation Benefits to Guam. The GMHA will provide airfare/moving expenses/per diem compensation.

Employee is entitled to up to twenty-eight (28) days per diem compensation at _____ per day for relocation to Guam (as per Federal Joint Travel Regulation – Maximum Lodging Per Diem Allowance). Employee shall retain all receipts to support expenditures and to justify payment of per diem by the Hospital. Per

diem will be paid only for the number of days for which justification has been provided. Failure of the Employee to submit the receipts to the Hospital within twenty-one (21) calendar days after the end of the per diem period shall constitute a waiver of Employee's right to per diem compensation.

- D. Administrative leave. Employee shall be granted a maximum of forty (40) hours of administrative leave each year for professional conferences.
- E. Return Transportation Benefits. Upon completion of the contract, the GMHA shall pay for return transportation for Employee and up to _____ dependents, including his/her spouse, back to **(Employee's home state)**. Therefore, by entering into this contract, the Hospital Administrator hereby certifies pursuant to 5 GCA §6501.1 that there exists a need for the Hospital to include return transportation benefits in this Agreement, and the Governor by approving this contract, hereby authorizes the Hospital to include such return transportation benefits in this Agreement. The Hospital agrees to provide the following:
1. One-way airfare for Employee and up to _____ dependents to travel at the lowest prevailing airfare as determined the GMHA from Guam to **(Employee's home state)**.
 2. Shipment of household goods from Guam to **(home state)** not to exceed 2,500 pounds, but no portion of the household allowance shall be used for the shipment of a motor vehicle.
 3. Travel by dependent(s) shall be in accordance with the Government of Guam travel law, the Rules and Regulations adopted thereunder, and shall be concurrent with the Employee unless prior approval is obtained from the Hospital Administrator.
 4. The Hospital shall not be responsible for the injury or death of the Employee or his/her dependent(s) arising from transportation furnished by the Hospital or for any damage to household goods, whether in transit or storage.
 5. Failure to complete. Employee understands and agrees that he/she will not be entitled to any return transportation benefits provided above if Employee fails to complete the his/her contractual term as stated in Section III(A) of this Agreement. Specifically, the Parties agree that the GMHA is not required to compensate Employee for his/her return transportation if Employee voluntarily terminates his/her employment by giving notice as described in Section IV(A), violates this agreement by vacating his/her position, transfers to another agency within the government of Guam, or is discharged for cause as defined in Section IV(B)(3).

III. TERM

- A. This Agreement shall become effective upon the date of the signature of the Governor of Guam (the “Effective Date”) and continue for an initial period of twenty-four (24) months until expiration or termination as provided herein (the “Initial Term”). Compensation shall commence on the first day of service to the GMHA after the Governor’s signature, subject to the availability and adequate funding for Employee’s position.
- B. Option to Renew. At the end of the initial term, the Parties may continue employment on substantially the same terms and provisions as contained herein for a _____ month period. Employee accepts this Agreement with the understanding that the Hospital is not obligated in any way to renew or to extend this Agreement beyond the term agreed to herein.
- C. Unclassified Employment. Pursuant to Title 4 GCA §2103.15, GMHA and Employee agree that his/her employment with the GMHA constitutes employment within the unclassified service of the government of Guam. Notwithstanding the term stated in Section III(A) above, GMHA and Employee acknowledge that no term of employment is guaranteed and that employment is subject to the availability of adequate funding for the Employee’s position with the understanding that pursuant to Title 4 GCA §2103.15, the Employee shall serve at the pleasure of the GMHA and nothing shall prohibit the GMHA from terminating this Agreement at any time in its sole discretion, with or without cause.

IV. TERMINATION

- A. Termination without cause. Either party may, by providing thirty (30) days written notice to the other, terminate this Agreement. Employee’s understands and agrees that his/her resignation prior to the expiration of the agreed-upon contractual term stated in Section III(A) may result in repayment of recruitment expenses and/or loss of return transportation benefits provided in Section II(E) above.
- B. Termination by the GMHA. The GMHA shall have the right to terminate this Agreement immediately, subject to compliance with applicable law, upon the occurrence of any of the following events:
1. Employee becomes physically or mentally disabled for more than ninety (90) days (physical or mental disability must be attested to in a written affidavit by a duly qualified Employee mutually agreed upon by Employee and the GMHA);
 2. The unavailability of funds for Employee’s position;
 3. For cause, which is defined as any one or more of the following:
 - a. Employee’s breach of or failure to substantially perform any of the covenants and promises contained in this Agreement;

- b. Employee's commission of an act involving moral turpitude, dishonesty, theft or unethical conduct, or conduct which impairs or injures the reputation of, or harms, the GMHA;
 - c. Employee's commission of an act of fraud, whether prior to or subsequent to the date hereof, upon the GMHA;
 - d. Employee's continuing or repeated willful failure or refusal to perform employee's duties as required by this Agreement;
 - e. Employee's gross negligence, insubordination or material violation of any duty of loyalty to the GMHA or any other material misconduct on the part of Employee; or
 - f. Employee's commission of any act which is materially detrimental to the GMHA's business or goodwill.
- C. Reimbursement of Recruitment/Relocation Expenses. If Employee voluntarily terminates his/her employment by giving notice as described in Section IV(A), violates this agreement by vacating his/her position, transfers to another agency within the government of Guam, or is discharged for cause as defined in Section IV(B)(3), Employee shall reimburse direct Hospital costs connected with Employer's recruitment and relocation expenses from Employee's home state to Guam. The Hospital is authorized to withhold any final due to the Employee and to hold said pay as a set-off against any claims of indebtedness arising from such breach of this Agreement. If the claim is disputed, the Hospital is authorized to hold any pay due the Employee pending final determination of the claim.
- D. Upon the expiration or termination of this Agreement for any reason, Employee shall immediately return all property and Confidential Information belonging to the GMHA or relate to the GMHA's business (including keys, records, notes, data, memoranda, and equipment) this is in Employee's possession or under Employee's control.

Employee agrees that all data, reports, and any other work which may have been completed or are in the process of being completed by Employee pursuant to this Agreement, shall remain the property of and be delivered to the GMHA

V. GENERAL PROVISIONS

- A. Effective Date of Agreement. This Agreement shall take effect upon the date signed by the Governor of Guam and the date of this Agreement shall be the date upon which the Governor affixed his/her signature.
- B. Entire Agreement. This Agreement represents the entire agreement of the GMHA and Employee with respect to the subject matter hereof, and supersedes all prior discussions, negotiations and agreements relating to the same subject matter.

- C. Amendments. The Agreement may not be amended in whole or in part at any time except by a written instrument setting forth such changes and executed by the Parties hereto. This Agreement or any modification hereto is subject to the approval of the Governor of Guam and it shall not be binding upon any of the parties hereto until such approval is evidenced by the signature of the Governor.
- D. Assignment. This Agreement may not be assigned, in whole or in part, by either party.
- E. Notices. All notices, requests, demands, consents, and other communications which are required to be given in writing shall be deemed to have been duly give (1) when sent by registered or certified mail, return receipt requested, postage prepaid, addressed to the appropriate party at such address as either may from time to time designate in writing; (2) by personally delivering such notice to the party; or (3) upon the date reflected on a fax confirmation from a transmitting fax machine, if sent by facsimile transmission. Any such notice, request, demand, consent or other communication shall be deemed to have been given on the date of such mailing or personal delivery.
- F. Waiver. Any waiver by the GMHA of a breach of any provision of this Agreement shall not be deemed to be a waiver of any preceding or subsequent breach of the same or any other provision.
- G. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Territory of Guam, without regard to the conflicts of law provisions.
- H. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the GMHA and Employee and their respective heirs, legal representatives, successors and assigns.
- I. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.
- J. Captions. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.
- K. Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal, or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the Parties.
- L. Recitals. The recitals stated above are true and accurate and are incorporated herein by this reference.

M. Further Acts. Upon reasonable request from a party hereto, from time to time, each party shall execute and deliver such additional documents and instruments and take such other actions as may be reasonably necessary to give effect to the intentions and purposes of this Agreement.

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

Guam Memorial Hospital Authority:

Employee:

Lilian Perez-Posadas, MN, RN
Hospital Administrator/CEO
Date: _____

Employee's name
Date: _____

CERTIFIED FUNDS AVAILABLE:

APPROVED:
GMHA Board of Trustees

Yukari Hechanova, CPA, CIA, CGFM, CGAP, CGMA
Chief Financial Officer

Theresa Obispo
Chairperson, Board of Trustees

COST CENTER: _____
G/L-Account#: _____
Not to Exceed: _____

Date: _____

Date: _____

CLEARED:
BUREAU OF BUDGET &
MANAGEMENT RESEARCH

Lester Carlson
Director of BBMR

Date: _____

OFF-ISLAND EMPLOYMENT AGREEMENT

Initial: _____

**APPROVED AS TO
LEGALITY AND FORM:**
Office of the Attorney General

Leevin T. Camacho
Attorney General of Guam

Date: _____

APPROVED:
Office of the Governor

Lourdes A. Leon Guerrero
Governor of Guam

Date: _____

ATTACHMENT A

CERTIFICATION

I, _____, Board of Trustees, Chairman of the Guam Memorial Hospital Authority, do hereby certify to the Department of Administration that _____, who is being considered for the position of _____ possesses skills and qualifications which are not possessed by any resident of Guam available for hire for the position to be filled. Said employment is to be filled by an off-island contract pursuant to Title 4, Guam Code Annotated, Section 6501 and 6504.

Board of Trustees, Chairman

Date: _____

OFF-ISLAND EMPLOYMENT AGREEMENT

Initial: _____

_____ GMHA & NAME OF EMPLOYEE

ATTACHMENT B
SCOPE OF SERVICES
[Job Title]

OFF-ISLAND EMPLOYMENT AGREEMENT

Initial: _____

GMHA & **NAME OF EMPLOYEE**

ATTACHMENT IV

EMPLOYMENT AGREEMENT

FOR PROFESSIONAL SERVICES OF MORE THAN 120 DAYS

BETWEEN

GUAM MEMORIAL HOSPITAL AUTHORITY

AND

(Employee's Name)

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered by and between the **GUAM MEMORIAL HOSPITAL AUTHORITY**, whose address is 850 Governor Carlos G. Camacho Road, Tamuning, Guam 96913 ("GMHA"), and **Employee's Name** whose address is **Employee's Address** ("Employee").

RECITALS

WHEREAS, the GMHA is a public corporation and autonomous instrumentality of the Government of Guam that operates the Guam Memorial Hospital ("GMH" or "Hospital") located in Tamuning, and Skilled Nursing Facility ("SNF") located in Barrigada; and

WHEREAS, the GMHA requires the professional services of a **Employee's Job Title** for more than one hundred twenty (120) calendar days; and

WHEREAS, the service to be performed under the terms of this Agreement are required for the GMHA to fulfill its mission to provide quality patient care in a safe environment; and

WHEREAS, the Hospital Administrator/CEO has determined in writing, pursuant to Title 4 GCA §4103(e)(2), that the professional services to be provided by the **Employee's Job Title** are critical to the public health, safety, and welfare of the community as stated in the attached *Exhibit A*; and

WHEREAS, funds have been identified and certified by the GMHA Certifying Officer; and

WHEREAS, the employment of the Employee does not exceed the number of full-time employees (FTEs) authorized in the approved GMHA Budget; and

OFF-ISLAND EMPLOYMENT AGREEMENT

Initial: _____

GMHA & **NAME OF EMPLOYEE**

WHEREAS, the GMHA desires to employ Employee in the position of **Employee's Job Title** in accordance with the terms and conditions set forth in this Agreement and the attachments hereto, and Employee is agreeable to such employment; and

NOW, THEREFORE, in consideration of the mutual covenants and the terms and conditions herein contained, the Parties agree as follows:

VI. SERVICES & OBLIGATIONS

- H. Employee will serve as **Employee's Job Title** for GMHA and will have the duties, responsibilities and authority consistent with such position as detailed in the Scope of Services attached hereto as *Exhibit B*.
- I. Employee will devote a minimum of forty (40) hours per week to the GMHA, with the exception of official holidays or authorized leave, to the performance of the duties provided for in this Agreement.
- J. Employee will devote **him/her** full time and effort, energies and abilities as are reasonably required for the proper and efficient performance of such duties and responsibilities in accordance with the laws of Guam and the rules, regulations and policies of the GMHA; and **he/she** will not accept or engage in any employment outside the GMHA, unless having first obtained permission in writing from the Hospital Administrator/CEO or her designee.
- K. Employee will be under the general supervision, advice, and direction of the Hospital Administrator/CEO or her designee. GMHA reserves the right to make any and all reasonable changes to Employee's scope of employment which GMHA deems necessary or appropriate.
- L. Employee represents **himself/herself** to be fully experienced, trained, and qualified to perform duties as a Director of Healthcare Operational Excellence, and this representation of professional skill (including information provided on her employment application and any documents submitted to the GMHA in consideration of such application) is material in GMHA's decision to employ Employee. Subsequent performance which demonstrates an actual skill below that which was represented by the Employee in **him/her** employment application, or the discovery of any false statements, omissions or misrepresentations, will be the basis of termination for cause.
- M. Performance Evaluation. Employee agrees to a performance-based review after **her** initial six (6) months of employment followed by an annual performance evaluation to be conducted by the Hospital Administrator/CEO or her designee based on the terms of this Agreement.

N. Confidentiality.

1. Compliance with HIPAA. Employee acknowledges that the Health Insurance Portability and Accountability Act of 1996 and related regulations (45 C.F.R. Parts 160 and 164) ("HIPAA") require the GMHA to establish and follow written procedures pertaining to the protection of patient information and the provision of health care services. Employee agrees to abide by the GMHA's written procedures complying with applicable HIPAA requirements in order that the GMHA and Employee may fulfill their respective legal obligations under HIPAA.
2. Confidential Information. Employee acknowledges that during **her** employment at the GMHA, Employee may be brought into contact with the Hospital's confidential patient records, business plans, methods of operations, compensation methods and formulas, performance standards, pricing policies, marketing strategies, records, trade secrets and other information about the GMHA or Hospital's operations and business of a confidential nature ("Confidential Information"). Therefore, during the term of this Agreement and thereafter, Employee shall not in any manner, directly or indirectly, disclose or divulge to any person or other entity whatsoever, whether directly or indirectly in competition with the GMHA or Hospital, or use for any purpose any Confidential Information, except as required by law or expressly authorized in writing by the GMHA.
3. Unauthorized Disclosure of Information. If it appears that Employee has disclosed (or has threatened to disclose) any such Confidential Information, in violation of this Agreement or GMHA policies, GMHA shall be entitled to an injunction to restrain Employee from disclosing, in whole or in part, such confidential information, or from providing any services to any party to whom such confidential information has been disclosed or may be disclosed. GMHA shall not be prohibited by this provision from pursuing other remedies, including legal action for losses, damages, attorney's fees and costs.
4. Confidentiality after Termination of Employment. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of Employee's employment. Upon the expiration or termination of this Agreement for any reason, Employee shall immediately return to the GMHA any and all Confidential Information in Employee's possession or control, including, but not limited to, any originals or copies of, or computer discs containing policies, procedures, patient medical records, operation or employment materials, billings or billing information. Employee shall not retain any Confidential Information in any form (e.g., computer hard drive, microfilm, etc.) upon the expiration or termination of this Agreement.

VII. COMPENSATION

- A. Compensation. Employee will be compensated XXXX Dollars (\$XXX.00) per annum for services provided, payable in bi-weekly installments, subject to deductions for taxes and other withholdings as required by law. The position is for a bona fide professional capacity and is exempted from earning overtime.
- B. Benefits. Employee will be eligible for benefits in accordance with the Government of Guam and GMHA's policies for full-time unclassified employees, including annual and sick leave, medical, dental and life insurance; and participation in the Government of Guam Retirement Fund.

VIII. TERM

- A. This Agreement shall commence on _____, 2021 (the "Effective Date"), will continue for an initial period of twenty-four (24) months until expiration or termination as provided herein (the "Initial Term"). At the end of the Initial Term, the GMHA and Employee may mutually decide to continue to employment on substantially the same terms and provisions as contained herein.
- B. Unclassified Employment. Pursuant to Title 4 GCA §2103.15, GMHA and Employee agree that **his or her** employment with the GMHA constitutes employment within the unclassified service of the government of Guam. Notwithstanding the term stated in Section III(A) above, GMHA and Employee acknowledge that no term of employment is guaranteed and that employment is subject to the availability of adequate funding for the Employee's position with the understanding that pursuant to Title 4 GCA §2103.15, the Employee shall serve at the pleasure of the GMHA and nothing shall prohibit the GMHA from terminating this Agreement at any time in its sole discretion, with or without cause. GMHA and Employee agree that this employment shall in no way be construed as contractual employment as Guam law prohibits contractual hiring of employees unless specifically permitted by law, specifically as provided under Title 4 GCA §§2107, 2103.16.

IX. TERMINATION

- A. Termination by the GMHA. The GMHA shall have the right to terminate this Agreement immediately, subject to compliance with applicable law, upon the occurrence of any of the following events:
2. Employee becomes physically or mentally disabled for more than ninety (90) days (physical or mental disability must be attested to in a written affidavit by a duly qualified Employee mutually agreed upon by Employee and the GMHA);
 3. The unavailability of funds for Employee's position;

4. Employee's breach or failure to substantially perform of any of the covenants and promises contained in this Agreement;
 5. Employee's commission of an act involving moral turpitude, dishonesty, theft or unethical conduct, or conduct which impairs or injures the reputation of, or harms, the GMHA;
 6. Employee's commission of an act of fraud, whether prior to or subsequent to the date hereof, upon the GMHA;
 7. Employee's continuing or repeated willful failure or refusal to perform employee's duties as required by this Agreement;
 8. Employee's gross negligence, insubordination or material violation of any duty of loyalty to the GMHA or any other material misconduct on the part of Employee; or
 9. Employee's commission of any act which is materially detrimental to the GMHA's business or goodwill.
- B. Termination by Employee. Employee may terminate this Agreement at any time by giving the GMHA thirty (30) days prior written notice.
- C. Upon the expiration or termination of this Agreement for any reason, Employee shall immediately return all property and Confidential Information belonging to the GMHA or relate to the GMHA's business (including keys, records, notes, memoranda, and equipment) this is in Employee's possession or under Employee's control.

Employee agrees that all data, reports, and any other work which may have been completed or are in the process of being completed by Employee pursuant to this Agreement, shall remain the property of and be delivered to the GMHA.

X. GENERAL PROVISIONS

- A. Entire Agreement. This Agreement represents the entire agreement of the GMHA and Employee with respect to the subject matter hereof, and supersedes all prior discussions, negotiations and agreements relating to the same subject matter.
- B. Amendments. The Agreement may not be amended in whole or in part at any time except by a written instrument setting forth such changes and executed by the Parties hereto.
- C. Waiver. Any waiver by the GMHA of a breach of any provision of this Agreement shall not be deemed to be a waiver of any preceding or subsequent breach of the same or any other provision.
- D. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Territory of Guam, without regard to the conflicts of law provisions.
- E. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the GMHA and Employee and their respective heirs, legal representatives, successors and assigns.

OFF-ISLAND EMPLOYMENT AGREEMENT

Initial: _____

- F. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.
- G. Captions. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.
- H. Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal, or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the Parties.
- I. Recitals. The recitals stated above are true and accurate and are incorporated herein by this reference.
- J. Further Acts. Upon reasonable request from a party hereto, from time to time, each party shall execute and deliver such additional documents and instruments and take such other actions as may be reasonably necessary to give effect to the intentions and purposes of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

Guam Memorial Hospital Authority:

Employee:

 Lillian Perez-Posadas, MN, RN
Hospital Administrator/CEO

Print Employee's Name

Date: _____

Date: _____

Certified Funds Available:

 Yukari Hechanova, CPA,CIA,CGFM,CGAP,CGMA
Chief Financial Officer

Cost Center: _____
 G/L – Account No: _____
 Not to Exceed: _____

Date: _____

OFF-ISLAND EMPLOYMENT AGREEMENT

Initial: _____

EXHIBIT A

DETERMINATION PURSUANT TO TITLE 4 GCA §4103(e)(2)

As Hospital Administrator/CEO of the Guam Memorial Hospital Authority, I have determined that the professional services to be provided by **Employee's Name** as the **Employee's Job Title** for GMHA are critical to the public health, safety, and welfare of the community.

Lillian Q. Perez-Posadas, MN, RN

Date: _____

EXHIBIT B

SCOPE OF SERVICES

OFF-ISLAND EMPLOYMENT AGREEMENT

Initial: _____

GMHA & **NAME OF EMPLOYEE**

ATTACHMENT V

**OFF-ISLAND WORK VISA APPLICANT EMPLOYMENT AGREEMENT
BETWEEN
GUAM MEMORIAL HOSPITAL AUTHORITY
AND**

(_____)
NAME

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered by and between the GUAM MEMORIAL HOSPITAL AUTHORITY ("GMHA"), whose address is 850 Governor Carlos G. Camacho Road, Tamuning, Guam 96913, and NAME whose address ADDRESS ("Physician").

RECITALS

WHEREAS, the GMHA is a public corporation and autonomous instrumentality of the Government of Guam that operates the Guam Memorial Hospital ("GMH" or "Hospital") located in Tamuning, and Skilled Nursing Facility ("SNF") located in Barrigada; and;

WHEREAS, the GMHA requires the services of a JOB TITLE in the (DEPARTMENT/MEDICAL FIELD) to help fulfill its mission to provide quality patient care in a safe environment; and;

WHEREAS, pursuant to Title 4 G.C.A. Sections 6501 and 6504, and as described in **Attachment A** to this Agreement, attached and incorporated herein by this reference, the GMHA Administrator has determined in writing that Physician possesses skills and qualifications of a (JOB TITLE) which are not possessed by any resident of Guam available for hire for the position to be filled; and;

WHEREAS, the GMHA desires to employ Physician in the position of (JOB TITLE) in accordance with the terms and conditions set forth in this Agreement and the attachments hereto, and Physician is agreeable to such employment; and;

WHEREAS, this Agreement is contingent upon: (1) approval of the 1-612 J-1 Waiver and H-1Bpetition ("Petition") by U.S. Citizenship & Immigration Services ("USCIS") for the (JOB TITLE) employment with GMHA; (2) issuance of an H-18 visa by the U.S. Consulate for (JOB TITLE) employment with GMHA, and (3) Physician's commencement of employment with GMHA no later than 90 days from the approval date of the J-1 Visa Waiver by USCIS; and;

NOW, THEREFORE, in consideration of the mutual covenants and the terms and conditions herein contained, the Parties agree as follows:

OFF-ISLAND EMPLOYMENT AGREEMENT

Initial: _____

GMHA & NAME OF EMPLOYEE

I. SERVICES & OBLIGATIONS

A. Provision of Services. The GMHA hereby engages (JOB TITLE
) to provide the following services ("Services") at the Hospital:

1. Physician will serve as (Job Title) for GMHA and will have the duties, responsibilities and authority consistent with such position as detailed in the Scope of Services attached hereto as **Attachment B**.
2. Physician will be under the general supervision, advice, and direction of the Hospital Administrator/CEO or his/her designee. GMHA reserves the right to make any and all reasonable changes to Physician's scope of employment which GMHA deems necessary or appropriate.
3. Physician will devote a minimum of forty (40) hours per week to the GMHA, on a 24/7 schedule as defined by the GMHA, including coverage for after hours, evenings, and weekends, with the exception of official holidays or authorized leave to the performance of the duties provided for in this Agreement.
4. Physician will devote her full time and effort, energies and abilities as are reasonably required for the proper and efficient performance of such duties and responsibilities in accordance with the laws of Guam and the rules, regulations and policies of the GMHA; and she will not accept or engage in any employment outside the GMHA, unless having first obtained permission in writing from the Hospital Administrator/CEO or her designee.
5. Physician shall perform her duties under the Agreement in conformance with Section 214(1) of the Immigration and Nationality Act attached hereto as **Attachment C**.
6. Physician will ensure adherence to the standards of care and guidelines required by healthcare regulatory agencies, and actively participate in the establishment and implementation of protocols for patient management towards patient safety and ensuring compliance.
7. Physician will actively participate in the Hospital's on-call program, all department meetings, in Medical Staff committees and peer review, and in the establishment and implementation of procedures and policies to preserve and enhance the consistency and quality of all services provided.

B. Qualifications. Physician must at all times during the course of employment:

1. possess a valid and unlimited license to practice medicine pursuant to the

OFF-ISLAND EMPLOYMENT AGREEMENT

Initial: _____

GMHA & NAME OF EMPLOYEE

laws of the Territory of Guam;

2. be board certified or board eligible in the field of (SPECIALTY);
3. be and remain a participating provider in the Medicare and Medicaid programs (Titles XVIII and XIX of the Social Security Act, respectively), and with all third-party payors with which the GMHA is now or hereafter becomes affiliated;
4. apply for, obtain, and maintain active medical staff privileges at the GMHA pursuant to its Medical Staff Bylaws, rules, regulations and policies and procedures;
5. possess a valid federal narcotics number;
6. complete and receive credit for continuing education as required by Territory of Guam licensure requirements;
7. not be convicted of, or have pled nolo contendere to, any crime.
8. Physician shall provide documentation of compliance with the above at least thirty (30) days prior to start date at GMHA.
9. Physician represents herself to be fully experienced, trained, and qualified to perform duties as a (JOB TITLE), and this representation of professional skill (including information provided on her employment application and any documents submitted to the GMHA in support of such application) is material in GMHA's decision to employ Physician. Subsequent performance which demonstrates an actual skill below that, which, was represented by the Physician in her employment application, or the discovery of any false statements, omissions or misrepresentations, will be the basis of termination for cause.
10. Physician agrees to a performance-based review after her/his initial six (6) months of employment followed by an annual performance evaluation to be conducted by the Hospital Administrator and/or Medical Director or their designee(s) based on the terms of this Agreement. Quarterly evaluations may be performed as determined by the GMHA.

C. Obligations. Physician shall render the Services as may be required for the care and treatment of patients requiring the Services in accordance with the prevailing standard of care in the community. Physician shall comply with all applicable governmental laws and regulations in accordance with any applicable standards and recommendations of the

OFF-ISLAND EMPLOYMENT AGREEMENT

Initial: _____

Center for Medicare and Medicaid Services, and any other regulatory agencies having jurisdiction over the GMHA.

D. Books and Records. Consistent with the GMHA's procedures and policies, Physician shall prepare complete, timely and accurate medical and other records (collectively "Records") with respect to the services and treatment. Notwithstanding the forgoing, Records shall be the property of the GMHA and the GMHA shall be responsible for the maintenance of Records. A patient's treating physician shall have access to Records upon the GMHA's receipt of a reasonable request.

E. Nondiscrimination. Physician shall, during the term of this Agreement, provide prompt and professional medical attention to patients irrespective of age, sex, race, religion, disability, color, national origin, or any other status protected by applicable law. Such treatment shall be consistent with the facilities, personnel and equipment available and in conformity with the prevailing professional standard of care in the community.

F. Confidentiality of Personnel and OA Materials. The personnel and credentials files of Physician and any employee of the Hospital, as well as all proceedings, files, records and related information of Physician pertaining to the evaluation and improvement of the quality of patient care in the Hospital shall be kept strictly confidential by Physician. Physician shall not voluntarily disclose such confidential information, either orally or in writing, except as expressly required by law or pursuant to a written authorization by the GMHA. This covenant shall survive the termination of this Agreement.

G. Confidentiality:

1. Compliance with HIPAA. Physician acknowledges that the Health Insurance Portability and Accountability Act of 1996 and related regulations (45 C.F.R. Parts 160 and 164) ("HIPAA") require the GMHA to establish and follow written procedures pertaining to the protection of patient information and the provision of healthcare services. Physician agrees to abide by the GMHA's written procedures complying with applicable HIPAA requirements in order that the GMHA and Physician may fulfill their respective legal obligations under HIPAA.
2. Confidential Information. Physician acknowledges that during her/his employment at the GMHA, Physician may be brought into contact with the Hospital's confidential patient records, business plans, methods of operations, compensation methods and formulas, performance standards, pricing policies, marketing strategies, records, trade secrets and other information about the GMHA or Hospital's operations and business of a confidential nature ("Confidential Information"). Therefore, during the term of this Agreement and thereafter, Physician shall not in any manner, directly or indirectly, disclose or divulge to any person or other entity

OFF-ISLAND EMPLOYMENT AGREEMENT

Initial: _____

whatsoever, whether directly or indirectly in competition with the GMHA or Hospital, or use for any purpose any Confidential Information, except as required by law or expressly authorized in writing by the GMHA.

3. Unauthorized Disclosure of Information. If it appears that Physician has disclosed (or has threatened to disclose) any such Confidential Information, in violation of this Agreement or GMHA policies, GMHA shall be entitled to an injunction to restrain Physician from disclosing, in whole or in part, such confidential information, or from providing any services to any party to whom such confidential information has been disclosed or may be disclosed. GMHA shall not be prohibited by this provision from pursuing other remedies, including legal action for losses, damages, attorney's fees and costs.
4. Confidentiality after Termination of Employment. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of Physician's employment. Upon the expiration or termination of this Agreement for any reason, Physician shall immediately return to the GMHA any and all Confidential Information in Physician's possession or control, including, but not limited to, any originals or copies of, or computer discs containing policies, procedures, patient medical records, operation or employment materials, billings or billing information. Physician shall not retain any Confidential Information in any form (e.g., computer hard drive, microfilm, etc.) upon the expiration or termination of this Agreement.

H. Reporting Requirements. Physician will immediately inform the GMHA's Hospital Administrator and Medical Director in writing of: (a) any charge or conviction whatsoever of violation of any law or ordinance of any local, state or federal jurisdiction; (b) the initiation of any disciplinary action or inquiry concerning Physician by a hospital, nursing licensing authority or federal authority or program including Medicare or Medicaid; (c) any voluntary or involuntary surrender, suspension, revocation or restriction in any manner of any professional license; (d) any action commenced or taken against Physician by any licensing authority; (e) the commencement or taking of any disciplinary action or inquiry whatsoever by any licensing authority, institution or professional society; or (f) any agreement or understanding by or between Physician and any licensing authority that Physician will not apply for license renewal in a jurisdiction.

II. COMPENSATION

A. Compensation. Physician will be compensated XXXX Dollars (\$XXX.00) per annum for services provided, payable in bi-weekly installments, subject to deductions for taxes and other withholdings as required by law.

B. Billing & Collection. The GMHA shall establish and maintain a *fee* schedule for professional services provided by Physician pursuant to this Agreement. The GMHA shall bill for, and retain any payment received for Services provided to patients by Physician under this Agreement. Physician shall execute such forms, including, without limitation, assignments and reassignments, as may be required by the GMHA to facilitate billing by the GMHA, if applicable, including the Assignment Clause attached hereto as **Attachment D**.

C. Benefits. Physician will be eligible for benefits in accordance with the Government of Guam and GMHA's policies for full-time unclassified Physicians, including annual and sick leave, medical, dental and life insurance, and participation in the Government of Guam Retirement Fund.

D. Relocation Benefits to Guam. The GMHA will provide one-way economy class airfare for Physician to travel to Guam, at the lowest prevailing rate as determined by the GMHA, from _____.

E. Physician is entitled to two (2) days per diem compensation at the rate of Two Hundred Fifty-Five Dollars (\$255.00) per day for relocation to Guam (as per Federal Joint Travel Regulation- Maximum Per Diem Allowance).

F. Administrative leave. Physician shall be granted a maximum of forty (40) hours of administrative leave each year for professional conferences/continued medical education requirement.

G. Return Transportation Benefits. Upon completion of the contract, the GMHA shall pay for return transportation for Physician back to _____. Therefore, by entering into this contract, the Hospital Administrator hereby certifies pursuant to 5 GCA §6501.1 that there exists a need for the Hospital to include return transportation benefits in this Agreement, and the Governor by approving this contract, hereby authorizes the Hospital to include such return transportation benefits in this Agreement. The Hospital agrees to provide the following:

1. One-way economy class airfare for Physician to travel to _____, at the lowest prevailing airfare rate as determined the GMHA.
2. Failure to complete. Physician understands and agrees that she will not be entitled to any return transportation benefits provided above if Physician voluntarily terminates her employment with GMHA prior to completing the contractual term as stated in Section 111(8) of this Agreement.

III. TERM

- A.** This Agreement is contingent upon (1) approval of the I-612 J-1 Waiver and H-1B petition ("Petition") by U.S. Citizenship & Immigration Services ("USCIS") for the Physician's employment with GMHA; (2) issuance of an H-18 visa by the

OFF-ISLAND EMPLOYMENT AGREEMENT

Initial: _____

U.S. Consulate for Physician's employment with GMHA, and (3) Physician's commencement of employment with GMHA no later than 90 days from the approval date of the J-1 Visa Waiver by USCIS.

- B.** This Agreement shall become effective upon the date of the signature of the Governor of Guam (the "Effective Date") and continue for an initial period of thirty-six (36) months from the Physician's first day of service with GMHA and until expiration or termination as provided herein (the "Initial Term"). Compensation shall commence on the first day of service to the GMHA after the Governor's signature.
- C.** Option to Renew. At the end of the initial term, the Parties may continue employment on substantially the same terms and provisions as contained herein subject to the approval of an extension to Physician's non-immigrant visa by the USCIS. Physician accepts this Agreement with the understanding that the Hospital is not obligated in any way to renew or to extend this Agreement beyond the term agreed to herein.
- D.** Unclassified Employment. Pursuant to Title 4 GCA §2103.15, GMHA and Physician agree that her/his employment with the GMHA constitutes employment within the unclassified service of the government of Guam. Notwithstanding the term stated in Section III(A) above, GMHA and Physician acknowledge that no term of employment is guaranteed and that employment is pursuant to Title 4 GCA §2103.15, the Physician shall serve at the pleasure of the GMHA and nothing shall prohibit the GMHA from terminating this Agreement at any time in its sole discretion, with or without cause.
- E.** Physician accepts this Agreement with the understanding that the appointment herein is only for the term specified in Section 3.1, and that the Hospital is not obligated in any way to renew or to extend the Agreement beyond the term agreed to herein.

IV. TERMINATION

- A.** Termination without cause. Either party may, by providing thirty (30) days written notice to the other, terminate this Agreement. Physician's understands and agrees that her resignation prior to the expiration of the agreed-upon contractual term stated in Section III(B) will result in the loss of return transportation benefits and liquidated damages as set forth in Section IV(D).
- B.** Termination by the GMHA. The GMHA shall have the right to terminate this Agreement immediately, subject to compliance with applicable law, upon the occurrence of any of the following events:

1. The revocation, suspension, lapse, loss, limitation or any restriction on Physician's license to practice medicine in Guam;
 2. The revocation, suspension, lapse, loss, limitation or any restriction on Physician's clinical privileges at the Hospital;
 3. Physician's exclusion from Medicare and Medicaid programs (Titles XVIII and XIX of the Social Security Act, respectively);
 4. Physician becomes physically or mentally disabled for more than ninety (90) days (physical or mental disability must be attested to in a written affidavit by a duly qualified Physician mutually agreed upon by Physician and the GMHA);
 5. For cause, which is defined as any one or more of the following:
 - a. Physician's breach of or failure to substantially perform any of the covenants and promises contained in this Agreement;
 - b. Physician's commission of an act involving moral turpitude, dishonesty, theft or unethical conduct, or conduct which impairs or injures the reputation of, or harms, the GMHA;
 - c. Physician's commission of an act of fraud, whether prior to or subsequent to the date hereof, upon the GMHA;
 - d. Physician's continuing or repeated willful failure or refusal to perform Physician's duties as required by this Agreement;
 - e. Physician's gross negligence, insubordination or material violation of any duty of loyalty to the GMHA or any other material misconduct on the part of Physician; or
 - f. Physician's commission of any act which is materially detrimental to the GMHA's business or goodwill.
- C.** In the event of termination by GMHA prior to the expiration of the agreed-upon contractual term stated in Section III(B), GMHA will be responsible for the reasonable cost of the Physician's return transportation to_____. In the event of termination either by Physician or the GMHA, with or without cause, GMHA shall report any such termination of employment to the USCIS.
- D.** No Return Transportation and Liquidated Damages for Early Termination. If Physician voluntarily terminates her employment prior to the expiration of the H-1B validity period, GMHA will not be responsible for providing Physician with the reasonable cost of return transportation to _____ GMHA and Physician further agree that GMHA will be damaged by Physician's failure to remain employed with GMHA until the expiration date of Physician's H-1B visa petition and that the amount of the actual damages sustained thereby by GMHA are impracticable and/or extremely difficult to determine or fix and, therefore, Physician agrees to

pay GMHA as liquidated damages, and not as a penalty, in the event of early termination of this Agreement by the Physician according to the following schedule: Five Thousand and 00/100 Dollars (\$5,000.00) if Physician terminates this Agreement before the end of six (6) months from the first day of employment under this Agreement; Four Thousand Five Hundred and 00/100 Dollars (\$4,500.00) if Physician terminates this Agreement after the first six (6) months of employment but prior to the end of the twelve (12) months from the first day of employment under this Agreement;

- E. Upon the expiration or termination of this Agreement for any reason, Physician shall immediately return all property and Confidential Information belonging to the GMHA or related to the GMHA's business (including keys, records, notes, data, memoranda, and equipment) this is in Physician's possession or under Physician's control.
- F. Physician agrees that all data, reports, and any other work which may have been completed or are in the process of being completed by Physician pursuant to this Agreement, shall remain the property of and be delivered to the GMHA.

V. GENERAL PROVISIONS

- A. **Effective Date of Agreement.** This Agreement shall take effect upon the date signed by the Governor of Guam and the date of this Agreement shall be the date upon which the Governor affixed her signature.
- B. **Entire Agreement.** This Agreement represents the entire agreement of the GMHA and Physician with respect to the subject matter hereof, and supersedes all prior discussions, negotiations and agreements relating to the same subject matter.
- C. **Amendments.** The Agreement may not be amended in whole or in part at any time except by a written instrument setting forth such changes and executed by the Parties hereto. This Agreement or any modification hereto is subject to the approval of the Governor of Guam and it shall not be binding upon any of the parties hereto until such approval is evidenced by the signature of the Governor. Amendments to the Agreement will be made in conformance with applicable USCIS and U.S State Department rules and regulations.
- D. **Assignment.** This Agreement may not be assigned, in whole or in part, by either party.
- E. **Notices.** All notices, requests, demands, consents, and other communications which are required to be given in writing shall be deemed to have been duly give (1) when sent by registered or certified mail, return receipt requested, postage prepaid, addressed to the appropriate party at such address as either may from time

- to time designate in writing; (2) by personally delivering such notice to the party; or (3) upon the date reflected on a fax confirmation from a transmitting fax machine, if sent by facsimile transmission; or (4) upon the date reflected on an electronic mail read receipt, if sent by e-mail. Any such notice, request, demand, consent or other communication shall be deemed to have been given on the date of such mailing or personal delivery.
- F. Waiver.** Any waiver by the GMHA of a breach of any provision of this Agreement shall not be deemed to be a waiver of any preceding or subsequent breach of the same or any other provision.
- G. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Territory of Guam, without regard to the conflicts of law provisions.
- H. Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the GMHA and Physician and their respective heirs, legal representatives, successors and assigns.
- I. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.
- J. Captions.** Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.
- K. Severability.** The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal, or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the Parties.
- L. Recitals.** The recitals stated above are true and accurate and are incorporated herein by this reference.
- M. Further Acts.** Upon reasonable request from a party hereto, from time to time, each party shall execute and deliver such additional documents and instruments and take such other actions as may be reasonably necessary to give effect to the intentions and purposes of this Agreement.

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

Guam Memorial Hospital Authority:

Physician:

Lillian Q. Perez-Posadas, MN, RN
Hospital Administrator/CEO

Print Name &
Physician's Job Title

Date: _____

Date: _____

CERTIFIED FUNDS AVAILABLE:

**APPROVED:
GMHA BOARD OF TRUSTEES**

Yukari Hechanova, CPA,CIA,CGFM,CGAP,CGMA
Chief Financial Officer

Theresa Obispo
Chairperson, Board of Trustees

Date: _____

Date: _____

COST CENTER:

GIL-Account#: _____

Not to Exceed: _____

**APPROVED AS TO
LEGALITY AND FORM:**
Office of the Attorney General

APPROVED:
Office of the Governor

Leevin T. Camacho
Attorney General of Guam

Lourdes A. Leon Guerrero
Governor of Guam

Date: _____

Date: _____

ATTACHMENT A

CERTIFICATION

I, Theresa Obispo, Board of Trustees, Chairperson of the Guam Memorial Hospital Authority, do hereby certify to the Department of Administration that _____, who is being considered for the position of **JOB TITLE**, possesses skills and qualifications, which are not possessed by any resident of Guam available for hire for the position to be filled. Said employment is to be filled by an off-island contract pursuant to Title 4, Guam Code Annotated, Section 6501 and 6504.

Theresa Obispo
Chairperson, Board of Trustees

ATTACHMENT B
SCOPE OF SERVICES

-
- Perform the full range of diagnostic radiologic services. These include diagnostic interpretation of all computed radiography; all fluoroscopy and barium examinations including GI series; uro-radiography; venography; arteriography; myelography; and arthrography. Thorough knowledge of intravenous and contrast usage is required.
 - Perform radiologic evaluation of ultrasound examinations, including, but not limited to, obstetrical examinations, abdominal, pelvic, endovaginal, breast neurosonography, appendiceal, pyloric, and venous and arterial systems (renal arterial, carotid duplex, aortic, portovenous systems, etc.).
 - Cardiothoracic advanced training for diagnosis and management of patients with complex cardiac diseases, common and rare lung diseases including lung cancer, emphysema, and interstitial lung diseases.
 - Interpretation of computed tomography of the lungs and mediastinum, positron-emission tomography scans for lung cancer and other thoracic malignancies, CT-guided lung biopsies, interpretation of MRI of the heart and chest.
 - Enforce safety standards including those under the Federal Nuclear Regulatory Commission and ensuring that all duties of the Radiation Safety Committee are performed in a timely manner.
 - Enforce departmental and Hospital Infection Control Standards.
 - Perform duties and responsibilities in accordance with Joint Commission standards, CMS regulations, applicable local and federal laws, rules and regulation and policies of the Hospital and of Guam, and with appropriate clinical privileges granted by the GMHA Board of Trustees. Evaluate and acknowledge of dosimetry badges, and document appropriate corrective measures taken.
 - Provide emergency care to patients with adverse reactions to contrast agent in radiology, CT scan, or nuclear medicine services.
 - Assist in the training of staff, assessment of staff competency to operate radiological equipment, performing tests and services as deemed appropriate by the Guam Memorial Hospital Authority (GMHA) on the management and response to emergency radiation hazards and accidents.

ATTACHMENT C

SECTION 214(1) DECLARATION

I, (_____), hereby declare and certify, that I fully agree to the contractual requirements set forth in Section 214(1) of the Immigration and Nationality Act as follows:

- a)** That I agree to begin full time employment of a minimum of forty (40) hours per week at Guam Memorial Hospital Authority ("GMHA") within ninety (90) days of receiving the J-1 visa waiver approval from USCIS and agree to continue to work accordance with INA Section 214(1), paragraph (2), at GMHA for a total of not less than three (3) years (unless the Attorney General determines that extenuating circumstances, such as the closure of the facility or hardship to me, would justify a lesser period of time).

- b)** That I agree to practice medicine in accordance with INA Section 214(1), paragraph (2) for a total of not less than three (3) years only in the geographic area or areas, which are designated by the Secretary of Health and Human Services as having a shortage of healthcare professionals.

Date: _____

PRINT/SIGN

**ATTACHMENT D
ASSIGNMENT CLAUSE**

I. I acknowledge that under the terms of my employment agreement with the Guam Memorial Hospital Authority ("GMHA") only the GMHA will be entitled to claim or receive any fees or charges for my services. I am, by signing this form, assigning all of my rights to reimbursement under Medicare Part B and other third-party payment programs, and from patients, to the GMHA.

II. I also agree that it is the sole prerogative of the GMHA to determine the circumstances under which fees or charges for my services are to be claimed or received.

III. I hereby agree to fully cooperate in all matters with regard to efforts by the GMHA to claim and receive fees and charges for my services. The execution of these reports shall constitute certification that the professional services shown on the report were rendered by me at the GMHA, and that the charges indicated on the reports are proper and correct.

IV. I also hereby agree to fully cooperate in all matters with regard to efforts by the GMHA to claim and receive fees and charges for my services. This includes keeping appropriate records and reports, and providing the GMHA with my PIN number for billing purposes.

V. This assignment to the GMHA shall continue for the term of my employment agreement with the GMHA unless, by written agreement of the GMHA, this clause is terminated. I understand that the termination of this clause will not be binding upon Medicare until two weeks after the Medicare carrier receives written notice of termination.

Date: _____

PRINT/SIGN

ATTACHMENT VI

CONTRACT LISTING

MOUs, MOAs, & Contracts Listing							
Contractor	Services Provided	Effective Date	Term	Evaluation Due Date	Contract Manager	Quality/Performance Measures	Comments
<i>Example: Radiology Services, Inc.</i>	<i>Provide radiology service coverage</i>	<i>5/12/2012</i>	<i>4</i>	<i>3/12/2016</i>	<i>Chief of Radiology</i>	<i>(1) Average monthly report turnaround time (RTAT) – Target: 24 hours from completion of study. (2) Percent of reports completed in 24 hours – Target: 80% (3) Percent of critical results reported in 30 minutes-Target: 100% Contracts with regard to rad after hour services discrepancy evaluation is provided and reviewed quarterly at radiology medical staff department meeting.</i>	
<input type="checkbox"/> Contract states services met TJC, CMS, and other applicable standards <input type="checkbox"/> Quality/Performance/Safety Issues/Risk Reduction Strategies Identified and Contractor Understands the Contract Expectations AND has met (if not, specify issue/action taken here)							
Contractor	Services Provided	Effective Date	Term	Evaluation Due Date	Contract Manager	Quality/Performance Measures	Comments

MEC Approval Date: _____ BOT Q&S Approval Date: _____

ATTACHMENT VII

CONTRACT EVALUATION FORM

To document that *<insert name of contractor>* is providing patient care, treatment and services in a safe and effective manner, contract managers, including medical staff, with input from department managers and others having first-hand knowledge, must complete this form at least annually for each clinical contract for which he or she has oversight. This requirement applies to all clinical contracts. In addition, every clinical contract must meet all regulatory requirements, including but not limited to, The Joint Commission (TJC), Centers for Medicare & Medicaid (CMS), Department of Public Health, OSHA and all other applicable accrediting and regulatory agencies. The contract should also contain language within that states this expectation.

Type of Services Being Provided:

Time Period When Services Provided:

Name of Person Completing Form:

Title:

Date:

	Yes	No	NA
Did the contracted person/company satisfactorily complete the clinical requirements of the contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Did the contracted person/company satisfactorily meet all performance measures described within the contract/addendum?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Did the contracted person/company satisfactorily meet all regulatory standards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Did the contracted person/company satisfactorily complete other requirements of the contract, as defined by leadership?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Please indicate how contractor’s performance was monitored/assessed (circle all applicable Options):

- Confirmation of accreditation/certification status
- Direct observation of care
- Audit of documentation
- Review of occurrence reports
- Review of periodic reports submitted by contractor
- Collection of data addressing the efficacy of the service
- Review of performance reports based on indicators set forth in the contract
- Input from staff and patients
- Review of patient satisfaction data
- Review of results of risk management activities
- Assessment of contractor’s responsiveness and communication
- Review of patient rights data
- Review of grievances
- Peer review information
- Other

Please indicate any actions taken to improve services or address issues that did not meet defined expectations:

Area of Concern	Actions Taken

Please indicate whether the expectations for the contractor are set forth in the contract, a job description, or elsewhere:

In the contract Addendum Other: _____

By signing below, I certify that I have monitored and assessed the clinical and related performance of the contractor and determined its performance to be satisfactory or unsatisfactory, as indicated above. I also certify that I have discussed and documented with the contractor any contracted services that are not being provided in a satisfactory manner.

Department Manager: _____ Date: _____

Attach a newly completed Contract Review Checklist when submitting this form to the respective Associate Administrator and PIC Chairperson as part of the Contract Evaluation.

Reviewed:

Associate Administrator: _____ Date: _____

PIC Chairperson: _____ Date: _____

Original to be filed with the Department Manager.

Copy to be filed with the Administration Office.