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5
6 **BEFORE THE OFFICE OF THE PUBLIC AUDITOR**
7 **PROCUREMENT APPEAL**

8 IN THE APPEAL OF LATTE TREATMENT) Docket No. OPA-PA-08-008
9)

10 CENTER, INC.)

11 **APPELLANT'S EXHIBIT LIST**


12 Procurement Appeal No. OPA-AP-06-003)

OPA-PA-08-008)

13 **PLEASE TAKE NOTICE** that Latte Treatment Centers may use the following exhibits at a
14 hearing of the appeal in this matter;

- 15 1. All matters currently on file with the Office of the Public Auditor
- 16 2. Letter from DMHSA to Valdes, 10 May 2006
- 17 3. Letter from Latte treatment Center (LTC) to DMHSA, 30^{July} ~~June~~ 2007
- 18 4. Letter from DMHSA to Valdes, 24 September 2007
- 19 5. Letter from DMHSA to Zackheim, 5 October 2007
- 20 6. Statement, Deanna Quitugua, 8 July 2008
- 21 7. Contract, Guam and LTC, 25 May 2005

22 Appellant may supplement this exhibit list as necessary to present all relevant matters.

23
24 By: 
25 Mr. Thomas J. Fisher, Esq.
Attorney for Latte Treatment Center, Inc.

May 10, 2006

DMHSA 06-05025

Luis Valdes, PhD
Administrator
Latte Treatment Centers, LLC
308 Father Duenas Drive
Tamuning, Guam 96913

Dear Dr. Valdes:

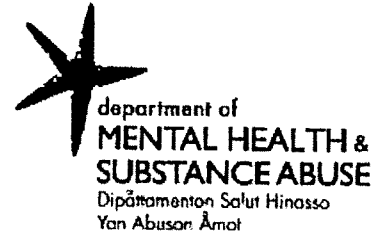
Our Contractual Agreement to provide a therapeutic group home, day treatment, respite care, clinical supervision, monitoring and supportive services to children and adolescents at two of DMHSA's facilities will expire May 27, 2006. It is DMHSA's intent to renew the contract with Latte Treatment Centers, LLC (LTC) for a second term beginning May 28, 2006 and continuing through September 30, 2007. Pursuant to Section III.2 Contract Term, this contract is renewable for subsequent a term and funding has been identified.

If LTC intends to continue these services, please submit a letter of acceptance for the renewal by May 15, 2006, so that services will not be interrupted. Ms. Karen Aguilo will be contacting you to schedule a meeting to discuss the renewal provisions and negotiations of amendments. It is our goal to have the renewed contract finalized for execution by June 30, 2006.

Should you have any questions, please contact Ms. Aguilo at 647-5335 to advise of your intent and to confirm these dates. I look forward to working with LTC in meeting the needs of Guam's children.

Sincerely,


J. PETER ROBERTO, ACSW
Director



790 Gov. Carlos G. Camacho Rd.
Tamuning, Guam 96913
Phone: 671 647-5330
Fax: 671 649-6948

FELIX PEREZ CAMACHO
Governor

KALEO SCOTT MOYLAN
Lieutenant Governor

J. PETER ROBERTO
Director

EDDY J. REYES
Deputy Director

Latte Treatment Center, LLC
308 Fr. Duenas Drive Tamuning, Guam 96913
Phone 671-475-5390 Fax 671-475-5392

Andrea Leitheiser, PhD,
Acting Director, DMHSA
790 Governor Carlos G Camacho
Tamuning, Guam 96913

Re: Sustainability of Latte Treatment Center, LLC

Date: 7/30/07

Dear Andrea:

I believe we are going down the wrong road in bringing group home and residential services back into DMHSA operations. The reasons that I am aware of, primarily money and the department's belief that it can deliver quality services at this level of care, seem incorrect. I am hoping for an open dialogue about this. In the end, if a viable plan of action is available, a transfer of clients to an alternative to Latte can be made. Until that time I would like to help inform stakeholders, the legislature and other key government officials of programming conditions and options available to the island that may be within the overall Gov Guam budget and the needs of the people.

I can appreciate the Government of Guam's current budget crisis, however, I find it difficult for the Government to turn its back to a service that took years of work to bring to the island and a contract that resulted in bringing Guam's children home and, just as important, prevented children from being sent off-island for treatment. Latte is a local company and has built local capacity that never existed before. With the recent proposed FY 08 budget and the increase that DMHSA is anticipated to receive, I am hopeful that DMHSA will be able to continue to execute the Latte contract with the confidence that the contract will be fully funded.

If the cost for services is a factor, please note that, it is my understanding, that Latte was able to bring three youth back to the island along with 300K per year being used from Gov Guam's Residential Treatment Fund (RTF). This figure represents nearly half of Latte's budget for three children, whereas Latte now serves three times that number in residential treatment and another seven children in day treatment. Since then, the cost avoidance has been even greater, as referrals from the courts that would have gone off island were avoided. In addition, legal costs associated with three suits from the three off island children stopped and there have been no complaints about children's services in two years. I realize that these factors may not have helped reduce DMHSA's direct budget but it does reduce Gov Guam's overall budget.

Further, it should be understood that DMHSA deserves credit for serving children from the courts, GPSS, DYA and CPS through the Latte contract. It has been suggested that these agencies pay for their share of Latte's services. This may be a viable solution but it seems to make service procurement and provision unnecessarily cumbersome. Having one agency administer the Latte contract rather than four is certainly more efficient and less expensive.

However, perhaps an MOU acknowledging this would help DMHSA present its budget request to the legislature. These agencies are unlikely to use a DMHSA operated service at this level. DMHSA has never been able to provide Latte level services and there is no indication that it can at this time either. We may disagree on what a "quality" service represents.

Should DMHSA decide an alternative to Latte, to depart from the original contract requires sufficient justification and a definite and mutually agreed transition period is necessary to responsibly transition services, primarily to minimize the negative impact to consumers already being served. The level of trust that has been established would crumble quickly. It may also bring renewal of legal action since several of the youth still have open cases. However, with adequate funding, I view this as the last and least attractive alternative.

I have attached a detailed perspective of the Latte situation. However, the best information is in the clinical work and the results that can only really be conveyed by the youth with SED and the families that Latte serves and the agencies that use Latte.

Latte is truly interested in supporting DMHSA unless the department has other intentions; I respectfully invite a dialogue of all concerned stakeholders. Public servants typically consult their constituency and service consumers before such serious actions are taken.

Sincerely,

A handwritten signature in cursive script that reads "L A Valdes PhD".

Luis Valdes, PhD
Director
Latte Treatment Center, LLC

Things to Consider

Current Capacity.

1. It has not been revealed to stakeholders and consumers that the department has developed the capacity to treat children at this level of care.
2. The department has no policies or procedures to govern treatment and no integrated or quality programming. We may disagree on what constitutes quality care.
3. It has not been revealed to stakeholders and consumers that the department has a child psychiatrist.
4. The department has no child and family therapists for this type and level of care.
5. The department has no trained staff for this type and level of care.
6. DMHSA treatment programming has no oversight. It is allowed to operate unregulated, unmonitored and unaudited. This is dangerous, as history is littered with governmental agencies that insidiously drifted beyond recognition to treatments and approaches that lead to scandal and outrage. There is not a sustained organization anywhere without some form of objective referee.
7. In contrast, Latte has a child psychiatrist, two child and family therapists, trained staff, policies and procedures (JCAHO ready), integrated programming, in-home family training and quality assurance systems. Latte's programming is designed specifically for children and has been developed over a 15 year history. The importance of finely tuned experience in programming is difficult to measure and contributes much to quality.
8. Latte currently provides 7 different services; residential, group home, day treatment, special education, respite, urgent respite and in-home training. The department is incapable of providing this array of services.
9. Latte currently works well with 4 different agencies; the courts, GPSS, DYA, CPS and GLS. Their employees and directors can testify to this.

Expenditures.

10. 3 children from off island at a cost of \$300,000 per year was being spent off island. Latte brought home these children within 3 months of operation and the RTF expenditure stopped.
11. Comparatively, Latte currently serves 8-10 youth in residential care and another 7 in day treatment at an annual total of \$700,000. Plus, most of this money stays and is spent on Guam (approximately 10% of which goes back to the government through taxes).
12. The courts, GPSS, DYA and CPS have benefited programmatically and financially by being relieved of some of their most difficult cases. An overall cost savings to Gov Guam, although not to DMHSA.
13. No children have had to leave the island since Latte opened operations for this level of service (ST was a different level of care). Several have been admitted to Latte that would have gone off island. One case is currently slated to go off island but Latte is preventing it. If DMHSA were operating the group home this case would have to go off island at a cost of \$100,000 per year to Gov Guam's RTF fund.

14. Costly legal action against children's services has completely stopped since Latte began operations. This is a cost savings to Gov Guam that is difficult to calculate but, no doubt, expensive.

Operations.

15. The department has slow, ineffective and inefficient procurement of daily programming needs. Latte has had to wait months and years for basic maintenance services on the buildings. Often, DMHSA personnel would come and "take a look" 6-7 times before something was done. In some cases Latte is still waiting. We now wait for AC units as the clients endure excessive heat in their bedrooms and classrooms.
16. In contrast, Latte has been able to quickly and inexpensively obtain needed maintenance, materials, books and office supplies for daily operations. For example, Latte was able to install security cameras at nearly half the cost that was bid to the department (DMHSA bid \$19,000; Latte paid \$10,000). The department had 65 keys! for doors, cabinets and closets for two houses when Latte moved in. Latte reduced it to 5. There are many other examples. Some of them are simply due to government procurement processes that are cumbersome and expensive.

Programming and History.

17. As promised, Latte has built the local capacity to provide these services. Latte staff, with the exception of two supervisor trainers, are all local people. Two local supervisor trainees are slated to assume supervisory duties in October, at which point only one part time non-local supervisor will be left.
18. The department had at one time procured a detailed set of policies and procedures and could not implement a Latte type program.
19. The department has poor response times for critical program changes. Latte was able to modify its program direction in response to federal monitors to include in home training of the parents of admitted youth. This has lead to increased success in transitions. The only program of its kind on Guam. The department has no capacity for this service.
20. The history of residential and group home treatment services on the island has been poor. The last departmental group home closed 15 years ago and lasted 5 years.
21. DMHSA leadership and staff come and go. The changes in personnel are not conducive to sustaining effective children's RTC, TGH and day treatment programming.
22. Departments of mental health operate few of their own RTCs and TGHs for numerous reasons, most related to the well known fact that bureaucracies prevent efficient and effective operations. It would seem regressive for the department to plunge itself back into direct services that it has never been able to deliver.
23. The Governor was able to rightfully use the opening of Latte in his re-election campaign.

The presence of Latte Treatment Center on the island was the solution to a lengthy and expensive law suit that had a particular youth off island for many years. It took the efforts of many people and many agencies over several years of work and consensus building to get things positioned to bring these services back to the island at a level that could safely and effectively serve the youth residing off island. It is difficult to convey how many people and how many issues had to

approve and be approved in order to get services that all parties could agree too. In the end it was the efforts and foresight of the previous DMHSA administration that lead to Latte's birth. At that time contempt charges and further legal action stopped.

Further, the change to privatization in health and human services is no longer a trend it is the standard order of business in the US for many important reasons. In recent times, the department had begun a transformation to a regulatory rather than a service agency in keeping with most mental health departments. Much of publicly funded mental health programming is more effectively and efficiently handled in the private sector. It is sometimes difficult for government agencies to attract qualified personnel; doubly so for DMHSA. Most departments have shifted to representing the interests of mental health, developing standards, oversight and auditing.

On a personal note: I felt called and have enjoyed my time in Guam and the clinical work that has been accomplished. I have been honored to meet and serve Governor Camacho. I have sacrificed much in order to provide services to the people. I have endured local politics, bureaucracy, attorneys and court hearings to become a service provider on the island. My intention was to stay for many years. I find this turn of events to be capricious, poorly managed and unbecoming of professionals.



department of
**MENTAL HEALTH &
SUBSTANCE ABUSE**
Dipartamenton Salud Hinasso
Yan Abuson Amot

September 24, 2007

Luis Valdes, Director
Latte Treatment Center, LLC
308 Fr. Duenas Drive
Tamuning, Guam 96913

790 Gov. Carlos G. Camacho Rd.
Tamuning, Guam 96913

Phone: 671.647.5330
Fax: 671.649.6948

FELIX PEREZ CAMACHO
Governor

MICHAEL W. CRUZ, M.D.
Lieutenant Governor

ANDREA M. LEITHEISER, M.A., Ph.D.
Director, Acting

Dear Dr. Valdes:

It has been brought to my attention you are providing treatment services to the clients of the Latte Treatment Center without an approved license by the Guam Board of Medical and Allied Health Examiners.

Upon consultation with the Guam Board of Medical Examiners Office and pursuant to Public Law 24-208, Sections 12201 and 12202, you must be licensed on the Territory of Guam to practice your profession as defined by this law.


ANDREA M. LEITHEISER, M.A., Ph.D.
Licensed Psychologist

received @ 8:15 am 9/26/07
WLS

October 5, 2007

DMHSA 08-10012

Daniel Cantu
308 Father Duenas
Tamuning, Guam 96913

Re: CANCELLATION OF RFP DMHSA-044-07

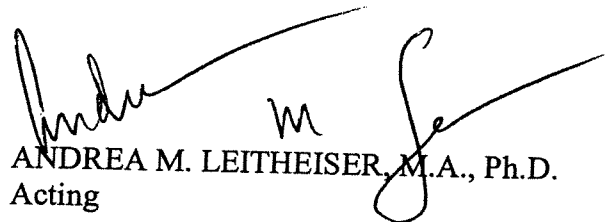
Dear Dr. Zackheim,

Buenas yan Hafa Adai!

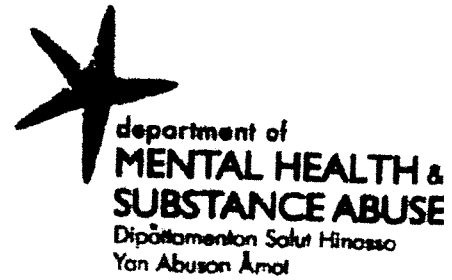
Please be advised that the Department of Mental Health and Substance Abuse (DMHSA) is canceling RFP DMHSA-044-07, Program Management and Operational Services for the Therapeutic Group Home.

Should you have any questions, please call my office at 647-5330.

Dangkulo Na Si Yu'os Ma'ase!



ANDREA M. LEITHEISER, M.A., Ph.D.
Acting



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FELIX PEREZ CAMACHO
Governor

MICHAEL W. CRUZ, M.D.
Lieutenant Governor

ANDREA M. LEITHEISER, M.A., Ph.D.
Director, Acting

STATEMENT

July 8, 2008

Statement of: Deanna C. Quitugua, Special Education Teacher
Guam Public School System, Rays of Hope School

Date of Incident: September 8, 2007 Between the hours of 7 a.m. and 10 a.m.

Location: Rays of Hope School, Office, Tamuning, Guam

Individuals Present: Mrs. Zenida (Sandy) Okada, Parent, Daniel and Suzanne Cantu (Latte Supervisors) and Deanna Quitugua, GPSS Teacher assigned to Rays of Hope School

Prior to this meeting, Roland Okada, husband of Mrs. Zenida Okada and parent of student/client of Latte Treatment Center, Rays of Hope School, had requested from Mental Health, the name of the second provider who had bid on the RFP for the Residential Treatment Center. Mr. Okada informed the Cantus that the name of the bidder was Dr. Zackheim, of Indiana, Associates in Clinical Psychologists.

This information was released to Mr. Okada after permission was given to Mental Health to provide the name from Liz Cruz (Governor's Office), as stated by Ms. Liz Cruz in a subsequent conversation between Liz Cruz, Daniel Cantu and Deanna Quitugua, on September 26, 2007, at the Bordalleo Complex, Adelup.

Mrs. Okada came to Rays of Hope to place a call to Dr. Zackheim, to ask him specific questions regarding his intentions, philosophies of treatment, and plans for the Treatment Center. Mrs. Okada put the call on the speaker to enable others in the room to hear all that was said. Dr. Zackheim was not aware that the conversation was on the speaker. During the conversation, Deanna Quitugua took notes and within hours emailed the information to Dr. Valdes. The original notes and dated email are available and in my custody.

Dr. Zackheim confirmed to Mrs. Okada that he was the "other bidder" and that he was working on the RFP, "even as we speak". He described his home as very "quiet, soothing", stating he had four kids running around setting the table. He told Mrs. Okada that he believed that the students were troubled because of difficulties early in life, that he offered continuity. He stated he was working on submitting the third RFP to submit to Dr. Leitheiser. He stated that he had "folks calling me" (from Guam). (During a Sept. 12, 2007 KUAM audio recorded conversation, Dr. Zackheim stated regarding the RFP, "I don't understand how these things work, I just do what I'm told." See attached

transcript.) He said he gets the PDN and the Sunday edition. In response to Mrs. Okada's questions about if he knew people on Guam, Dr. Zackheim said yes, he knew some folks from I'Fama Gu on Ta, that they had been "out" to visit with him. (Later, Dr. Zackheim told KUAM in an on air interview that he had paid expenses for these two individuals to visit him.) As Mrs. Okada questioned him further, he gave the names of Annie Unpingco and Bernie Grajeck. He stated he learned of Guam from a former classmate, Dr. Morris, a Navy Psychiatrist. He said he had visited about 350 facilities in and out of the country. He described his home as a large, fancy, upscale, impressive Pre-Victorian house, that they lived "family style". He saw every interaction as a possible learning situation. When Mrs. Okada asked if anyone in particular would be dealing with the situation here, he stated that Myra Nash-Johnson (who was present at Dr. Zackheim's home, getting ready for dinner and helping Dr. Zackheim with the RFP) would be relocating to Guam, and she would be running it. He also stated he would be looking for caregivers and medical staff on island. He made a reference to Public Law 94-142. This is now IDEA 2004, it has been revised several times. As a special educator, I was surprised that Dr. Zackheim was using the 1970s title of this law. Dr. Zackheim handed his phone over to Myra Nash-Johnson to speak with Mrs. Okada.

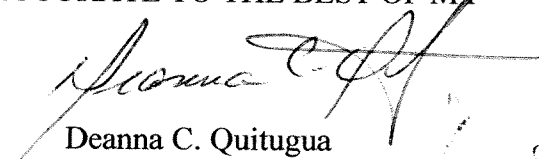
Two hours later, I called Annie Unpingco and asked her directly if she had ever talked to Dr. Marc Zackheim? She responded with a great deal of information, much of it very similar to the conversation Mrs. Okada had just had with Dr. Zackheim. Annie volunteered that Dr. Zackheim got the PDN, that he learned of Guam from Dr. Morris, that she and Bernie Grajek had visited him, "at his invitation". She also volunteered that she "confronted" him about the charges for sexual abuse. (A few days earlier I had asked Annie if she knew the name of the other provider, she stated it was a "Jack Zackheim, or something like that.." I stated if it was Marc Zackheim, that I was very concerned about some things I had seen on the internet. Dr. Zackheim (according to Annie) said he had been "cleared" and she advised him that he better "have the paperwork to prove that".)

In mid December, Norine Fegurgur, Direct Care Staff at Latte Treatment Center, stated to me that Dr. Zackheim had called her and offered her a job. He (according to Norine) had been given her name and number from Annie Unpingco.

Attached are two transcripts from KUAM Newscasts that included audio recordings of Dr. Zackheim speaking via phone with Mindy Fothergill, reiterating many of the same statements he made to Mrs. Okada. (September 12, and September 13, 2007)

THE ABOVE STATEMENT IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND RECOLLECTION.

**NOTARY CERTIFICATE
JURAT**

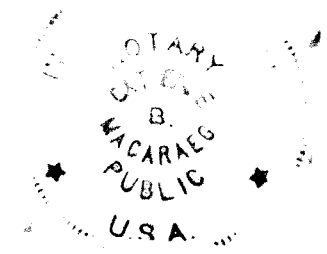

Deanna C. Quitugua

GUAM

Subscribed and sworn to before me this 8th day of July, 2008
by DEANNA C. QUITUGUA


CATHERINE B. MACARAEG, NOTARY PUBLIC

CATHERINE B. MACARAEG
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: Aug. 29, 2010
P.O. Box 315306 Tamuning, Guam 96931



Is third time a charm for Mental Health?

**by Mindy Fothergill, KUAM News
Wednesday, September 12, 2007**

The Department of Mental Health has put another request for proposal for therapeutic group home management and services. Initially today marked the deadline for the agency to award a new bid for the program, but a third RFP has been issued and you'd be surprised at what we've uncovered about one of the potential bidders.

For the last two years Latte Treatment Center has been providing services for children with behavioral and emotional challenges, but earlier this year Mental Health decided it had to redo the procurement, despite the fact the original contract was not set to expire until 2009. Latte's physician, Luis Valdez, was unavailable for a phone interview, but released this statement to KUAM News:

"Latte Treatment Center is here to support and serve the families of Guam. With the efforts of many good people on the island these services were brought to Guam two years ago after 15 years of sending children off island. The staff at Latte have served well. We love the children and families that we serve. We are disheartened by the recent decisions by DMH not to exercise the renewal option on the existing contract. We do not know why. The procurement process has been difficult and is ongoing."

In late August Mental Health received two bids for the therapeutic group home, one from Latte and another from Illinois-based child psychologist Dr. Marc Zackheim. "To bring hospital quality care of service to the group homes but to do it in a way in which is a very easy transition for the children so that no one gets upset," he said. Zackheim - who has yet to obtain a business license on Guam -

runs the Associates in Clinical Psychology, a therapeutic home for troubled teen boys based in Indiana.

Last year the psychologist was arrested and charged with practicing without a license and battery for allegedly touching the genitalia of boys who stayed at the group home. The charges were thrown out and Zackheim continues to run his business blaming the allegations on a disgruntled employee.

On Tuesday KUAM News spoke with Zackheim, who says he learned about Guam five years ago and even invited personnel from Mental Health and the Project I Famaguonta organization to visit his group homes in the mainland. "They liked them very much," he recalled, "particularly the concept of the transitional home...they told me that they might be interested in group home development and if there's an RFP, I should look for them in the papers." He added, "I paid for the differences in what it would be for them to detour to Indiana."

But that trip could be a violation of the law.

Guam public auditor Doris Flores Brooks says the law clearly prohibits government employees from accepting gifts, which includes travel. She clarified, "On its face value, now not knowing all of the facts, that would be contrary to law because if the trip was paid by the vendor the vendor's purpose is to influence the individual and how can we be insured that those individuals would not be influenced by what may have happened on that trip?"

That question can't be answered now, as acting Mental Health director Dr. Andrea Leitheiser is currently off-island.

In the meantime, a third RFP has been issued for the therapeutic group home. "I don't understand how these things work, I just do what I'm told," responded Zackheim, who, like Latte Treatment Center, intends to try his luck a third time. But he indicated a preference not to provide details or interviews until the RFP is decided.

In the meantime parents of children in the therapeutic group home have contacted KUAM, concerned about who will provide services until a new contract is awarded. Healthcare Committee chairman Senator Frank Blas, Jr. said, "I have been assured by OCI, Mental Health and the Lieutenant Governor's Office they've made an arrangement with the current providers to continue on with the services until the new RFP, the new contract is in place."

Or at least it is until September 30.

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Mental Health bidder's background drew national ire

**by Mindy Fothergill, KUAM News
Thursday, September 13, 2007**

While the Department of Mental Health is hoping the third time's a charm when it comes to awarding a contract for the therapeutic group home, one potential bidder has an interesting background that even national media have attempted to investigate. Running group homes for troubled teen boys in Indiana, Associates of Clinical Psychology physician Dr. Marc Zackheim hopes he has the opportunity to work on Guam.

He said his mission statement would see him "bring hospital quality care of service to the group homes, but to do it in a way in which is a very easy transition for the children so that no one gets upset." After being acquitted on charges of practicing without a license and battery in Indiana, Zackheim will put in a third bid for the Department of Mental Health's third therapeutic group home request for proposal. Zackheim says his experience with troubled teens along with raising his stepson, Anthony Godby Johnson, have been successful.

"He certainly has been a wonderful guide to what can be done if the right things happen," he described. "He's an amazing kid. But he's not a kid. He's twenty-seven years old."

But when KUAM Googled Johnson's name, we found numerous stories including national media investigations, into the legitimacy of his existence. Johnson's heart-wrenching story caught the

hearts of the nation in the Nineties - even Oprah Winfrey, Mr. Rogers, Germaine Jackson, and Mickey Mantle. At the time he was reportedly a teen dying of advanced syphilis, diagnosed with AIDS, living with an amputated leg and more than fifty broken bones.

His story, outlined in his 1993 autobiography "A Rock and A Hard Place", grabbed the hearts of many across the nation who pitied the teen who claimed he had been abused and forced into prostitution by his biological parents, ready to end his life. That's when Johnson allegedly met his adoptive mother, Vicki Johnson (aka, Joanne Victoria Fragnals Zackheim), who at the time was a social worker in New Jersey. Following a television special and a movie, national media began conducting investigations as no one, other than his adoptive mother, Vicki, and his step-father, Marc Zackheim, has ever seen Tony in person.

Many media believe the entire was fabricated by Vicki and Dr. Zackheim.

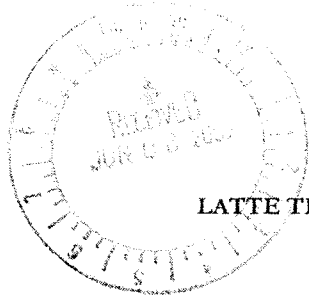
ABC's 20/20 program even hired an expert voice analyst who compared tapes of Vicki's and Tony's voices, ultimately determining the two voices to be the same person. The news magazine also determined the photo of Tony that was sent to his supporters over the years was actually a 4th grade photo of a New Jersey man who had been taught by Vicki Johnson.

But Zackheim, who spoke with KUAM News this week, says his stepson is alive, even after battling AIDS and advanced syphilis for more than a decade. "You know," speculated the physician, "I am his stepdad and he's a wonderful kid, but again, I'd be glad to speak about this and would very much like to but I have to wait until the RFP is decided."

When we pushed Zackheim for more information about his alleged son, it was evident the psychologist wasn't sure how old Tony is. "He's a great...he's a uhh...a great kid. And again, he'll be thirty this year - almost thirty - so thank you so much, I'm sorry I can't answer it any further," he responded.

Whether Tony's existence is a farce and whether Zackheim will get the Mental Health contract remain a mystery. At least for now.

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**CONTRACTUAL AGREEMENT
BETWEEN THE
GOVERNMENT OF GUAM
AND
LATTE TREATMENT CENTER, INCORPORATED**

THIS AGREEMENT is made this 01st, day of May, 2005, by and between the Department Of Mental Health And Substance Abuse (hereinafter called the Department), an agency of the Government of Guam (hereinafter called the Government), whose office address is 790 Governor Carlos G. Camacho Road, Tamuning, Guam 96911, Territory of Guam, and Latte Treatment Center, Incorporated. (hereinafter called the Contractor), whose address is 3926 Bahler, Manvel, Texas 77578.

WHEREAS, the Department of Mental Health & Substance Abuse is mandated to provide residential treatment programs pursuant to 10 GCA subsection 86105.A.1.b and 86109.1; and

WHEREAS, in 1994 the Governor, through executive order established the Child and Adolescent Services Division within the Department of Mental Health and Substance Abuse, and later established public policy to address the needs of children and adolescents with severe emotional disturbance; and

WHEREAS, the Government has a limited capacity in residential treatment programs and, therefore, is in the process of building treatment capacity in the community and expanding its expertise, knowledge and experience to provide optimum comprehensive treatment programs within a continuum of care to children and adolescents in need of treatment; and

WHEREAS, the Superior Court of Guam (SCOG) has identified minors with a severe emotional disturbance and in need of services from a therapeutic group home with a comprehensive treatment programs; it recognizes that Guam currently does not possess these resources locally, and has been referring minors for placement off-island; and

WHEREAS, SCOG is in receipt of petition for a minor to be allowed to return to Guam and to receive treatment at a level clinically required within a therapeutic group home program for minors who are mentally ill; and

WHEREAS, the SCOG in the interest of Juvenile Special Proceedings Case No. JSP0191-02 has issued a Declaratory Judgment on behalf of minor placed in off-island facility to the Department on the specific issue of its duty to provide a transitional home, on July 9, 2004, SCOG ordered the Department to develop and implement a plan to return the minor to the island and deliver services locally on Guam; and

WHEREAS, On July 14, 2004, issued an order to the Department to provide for a transitional facility and training during a 30-day visit of minor and simultaneously provide a therapeutic group home with a comprehensive treatment program on Guam immediately, and that such will be available to minor for as long as needed; and

WHEREAS, On September 2004, issued Stipulation and Order requiring the Department to open and properly staff a transitional home that meets the needs of the minor, and that such will be available to minor for as long as needed; and

WHEREAS, the procurement officer has provided adequate public announcement of the need for such service through a departmental Request for Proposal No. 2004-10 describing the type of services required and specifying the type of information and data required of each offeror and the relative importance of particular qualifications, in which no proposals were received; and

WHEREAS, the award of this contract has been made pursuant to findings by the Government that the Contractor is qualified based on the evaluation of services the Contractor is currently providing to children and adolescents that have been referred by the Superior Court of Guam for off-island treatment under the Government's Residential Treatment Fund Program; and

WHEREAS, the Government finds it necessary to procure the services from the Contractor through sole source procurement recognizing that the services needed by minor placed in off-island facility requires the same level of psychiatric care and a therapeutic environment that is mirrored to that which the minor is currently receiving for treatment on Guam to be effective; and

WHEREAS, the Government has three other minors in off-island facilities that are seeking assistance from the legal system to return to Guam, and the Government is in receipt of referral for other minors that need these services immediately; and

WHEREAS, the Government intends to engage the professional services of the Contractor to provide comprehensive treatment and programmatic activity to children and adolescents on Guam within a therapeutic group home setting; and

WHEREAS, the Contractor has submitted a statement of qualifications and an interest in providing such service, and that the Department negotiated compensation has been determined to be fair and reasonable.

NOW THEREFORE, the Government and the Contractor, in consideration of mutual covenant hereinafter set forth, agree as follows:

SECTION I. PURPOSE

I.1. To provide a continuum of mental health care for children/adolescents with severe emotional disturbances to include therapeutic group home, (24 hours a day 7 days a week) day treatment and respite care, clinical supervision, monitoring, and supportive services in a "surrogate family milieu" in a normalizing treatment environment, as well as other less restrictive treatment

alternatives.

I.2. Consumers of the program will be assisted in acquiring and/or improving life management skills to include: behavioral management; personal management; nutritional management; educational management; home management; medical medication management; daily activity time management; social skills; vocational skills; resource utilization; problem solving; coping behaviors; and personal safety. Caregivers shall ensure that all consumers of the program are made to feel welcomed, important, and wanted.

I.3. To provide resources for program management and operations such as: facility and equipment maintenance, purchase and management of supplies, food and filtered water; and the maintaining of all utilities to include: power, water, telephone, cable television, internet services and any other supports needed to maintain the program.

SECTION II. SCOPE OF SERVICES TO BE PROVIDED

To provide comprehensive services that include therapeutic group home, day treatment and respite, within a continuum of care for children/adolescents with severe emotional disturbances that include supportive services to the program operation and management as follows:

II.1. Ensure acceptance and placement of appropriate referrals that are internal transfers from within the Government's services.

II.2. Services for consumers shall include, but not limited to, the following: milieu therapy; recreational therapy; case management services; mobility training; socialization skills; vocational skills; community living and independent living skills training; self-care and domestic skills training; positive behavior modification training; educational management; individual and family support counseling; medication management in the administering of medications; case management services to assist consumer on their needs assessment as identified on their Individualized Service Plans (ISP) / Wraparound Plans and updated periodically by the treatment team headed by the Service Provider's Case Worker and the Department.

II.3. Development of an Individualized Services Plan / Wraparound Plans will be coordinated by the Department's Wrap-Coordinator and Social Worker, the family/representative of the resident, and the resident. This Individualized Service Plan / Wraparound Plans shall be updated and amended as needs change and new services are required.

II.4. The number of admissions will be defined by policies and procedures of the Department and the Contractor. The referral of individuals requesting utilization of the therapeutic group home program services shall be directed to the Department for assessment of appropriate placement. The Contractor and the Department will collaborate when managing the number of admissions to this program considering the needs of the child/adolescent, the current level of acuity, and any other presenting clinical conditions. The Department's policies and procedures will determine the next appropriate program available for referrals not accepted.

II.5. Maximum of enrollment of ten (10) minors to the 24-hour component of the program per facility at any one time.

II.6. The staffing of each facility will include a program manager, social worker, and direct care workers that will serve and monitor admissions to the program providing 24 hours a day, 7 days

a week, to include weekend and holidays.

II.7. Provide a psychologist and/or psychiatrist when needed or as required by the Individual Service Plan / Wraparound Plan of the resident.

II.8. Provide a nurse for the medical needs and concerns of the consumers, and carryout the requirements of the attending psychiatrist and medical monitoring.

II.9. Be responsible for the recruitment, hiring and contracting of appropriate program supports to effectively operate and manage a 24-hour therapeutic group home program.

II.10. Maintain a service record in each resident's file, charting daily activities, to include: treatment or training plan, its progress and updates, general daily behavior observation and incidences.

II.11. Maintain staff certification in: CPR, first aid, behavioral prevention and intervention, and other mutually agreed certifications that would be required to provide optimum treatment. A copy of the staff certifications and /or re-certifications must be made available for review and provided (when requested) to the Department during regulatory review.

II.12. Provide access to medications as prescribed by authorized physician and aid in the administering of such in accordance with federal and local laws, rules, regulation and policy.

II.13. Program staff must possess and maintain current, required licensing.

II.14. Disseminate information regarding: the therapeutic group home program, referral and assistance components; and make a continuous effort to inform clients and their families of their rights and responsibilities, as well as additional services and opportunities available.

II.15. Establish internal policies and procedures governing the operations and administration of the program (i.e. standard operating procedures, Consumer Manual, etc.) and provide a copy to the Department for approval.

II.16. Transportation of consumers to access public recreation facilities, educational facilities, public health center, convenience stores and food establishments, and access to other locations as needed to provide for the well-being of the consumer.

II.17. Ensure the active promotion of community integration, inclusion and independence of each resident, appropriate to the situation and circumstances of each individual, to include but not limited to transportation and supervision to such events.

II.18. Ensure that the "best practice model" for services to individuals with severe emotional disturbances is applied in the operation and administration at all times.

II.19. Ensure that the following philosophy of a System of Care, to include the Core Values and Guiding Principles are applied within the operation and administration of the program, and are a part of the vision for community-based integrated services:

- a. The Core Values are:
 1. Child and Family Centered
 2. Strengths Based
 3. Community Based
 4. Culturally Competent
- b. Guiding Principles:
 1. Access to a comprehensive array of services
 2. Individualized services using a wraparound approach
 3. Least restrictive environment

4. Full family participation
5. Integrated services
6. Care coordination
7. Early Identification and Intervention
8. Smooth transitions
9. Rights of child protected
10. Non-discriminatory and culturally appropriate

II.20. Minimum Services must include but will not be limited to:

- a. Operational Services which shall include:
 1. The purchase of supplies, food, and filtered water.
 2. The direct payment for all utilities to include: power and water.
- b. Programmatic Services shall include assistance in achieving greater self-determination through the following supportive services:
 1. Personal Management - Perform appropriate individual grooming/hygiene activities (bathing; dressing up in appropriate and clean clothes) with increasingly reduced supervision.
 2. Nutritional Management - Able to identify and prepare nutritional food items with increasingly reduced supervision.
 3. Money Management - Able to develop and maintain a personal budget with increasingly reduced supervision.
 4. Home Management - Able to clean their bedroom as well as the communal rooms with increasingly reduced supervision. Able to appropriately perform household chores, yard maintenance, and laundry with increasingly reduced supervision.
 5. Medication Management - Able to identify prescribed medication(s) and understand the purpose and importance of its use as well as side effects. Able to identify and know the time of medication intake as well as the prescribed dosage.
 6. Educational Management - Able to participate in academic educational activities to the extent possible with increasingly reduced supervision. Able to increase academic productivity.
 7. Behavioral Management - Able to increasingly control emotional and behavioral functioning so that transition to a less restrictive level of care might be possible.
 8. Daily Time Management - Able to wake up at an appropriate time with increasingly reduced supervision. Able to participate in the scheduling of their day with program staff. Able to utilize and maintain their day's schedule with increasingly reduced supervision.
 9. Problem Solving - Able to identify and discuss problems in a timely and appropriate manner.
 10. Personal Safety Awareness - Able to recite emergency numbers and recognize and report personally dangerous situations. Able to recognize the proper use and storage of kitchen utensils, electrical appliances and household cleaners.
 11. Participation in Community-based and home-based activities.
 12. Supportive Counseling - Learn appropriate and acceptable behaviors. Aid in the resolution of personal problems.
 13. Vocational Development - Build skills; and training for employment.

II.21. Collaborate with Department's program supervisor on program policies and for reporting, and adhere to treatment provisions set forth by an individualized service plan.

II.22. Administrative services shall include activities associated with clinical support services, education, home management, and programmatic compliance and reporting. The following

are the program reporting requirements, the Department may include others as it deems necessary, and will advise the Contractor in advance when requesting additional formats:

- a. Document daily consumer activities and services in daily logs; and make available upon request to the Director or his designee,
- b. Provide program statistical data as defined by the Department, in meeting funding requirements,
- c. Submit monthly information (in advance) of scheduled events,
- d. Submit monthly programmatic and financial reports on program activities on the 10th day following the month the activities were performed.
- e. Submit detailed invoices monthly on the 10th day following the month costs were incurred; with supporting documents (i.e., receipts, paid invoices, etc) for each category of expenditures on all costs incurred.

II.23. The Contractor will use program policies and procedures when responding to emergency/crisis intervention or to any related emergency that arises. These policies and procedures will take into account the Department's policies and procedures to the maximum extent possible, with the aim to provide a safe and humane environment for the consumer. When there is conflict between the policies and procedures, the parties will resolve the issues to the satisfaction of both parties. The Contractor may utilize emergency assistance from public service providers, as it deems necessary.

II.24. The Contractor will ensure that all activities adhere to standards set by the Government and the departmental policies and procedures, or will approximate these as much as possible in the event of personnel shortage or resource unavailability.

II.25. The Contractor will provide the Department with professional consultation in administering programmatic services within a continuum of care for children/adolescents.

II.26. The Contractor will provide supports in the preparation of court proceedings and participation at court hearings when needed at the discretion of the Director or his designee.

II.27. The Contractor shall discuss and advise the Director or his designee on areas or issues of concern that are directly related to the services, operations, resources, and Department facilities. The Director or his designee shall respond to written concerns in writing within ten (10) days from being notified by the Contractor; and shall make every effort to expediently resolve such concerns with the Contractor.

II.28. The Contractor shall report to and be responsible to the Director of the Department of Mental Health and Substance Abuse or his designee.

SECTION III. CONTRACT TERM

III.1. The initial term of this Agreement shall be for a period commencing upon the execution of this agreement and shall continue for a twelve (12) month period.

III.2. At the discretion of the Government and in accordance with multi-term procurement rules and regulations; annual renewal provisions may be granted through September 30, 2009, provided all terms and conditions are met and subject to the availability of funds.

SECTION IV. CONTRACTOR'S COMPENSATION FOR SERVICES

IV.1 The Government will make available funding for this agreement to compensate Contractor a fee for services preformed pursuant to Section II, supra, as follows:

IV.1.a Management and operational services that include therapeutic group home program, day treatment services and respite care; shall be Sixty Five Thousand Nine Hundred Dollars (\$65,900.00) per month.

IV.1.b Monthly reimbursement of direct utility expenditures for DMHSA facilities to include: power and water for term of this agreement.

IV.1.c Direct reimbursement of expenditures for medications as prescribed by authorized physician.

IV.1.d The Government shall compensate the Contractor monthly upon the submission of invoice in accordance with allowable expenditures of services rendered pursuant to Section II and Section IV.1.a-c of this Agreement. The compensation for reimbursements will be reconciled monthly based on the actual costs incurred as supported by validated receipts of purchases, costs incurred and expenditures.

IV.2 The total amount shall not exceed Eight Hundred and Five Thousand Dollars (\$805,000.00) per term of this agreement, for services rendered and reimbursement of actual costs incurred pursuant to Section II and Section IV.1.a-c.

IV.3 The Government shall submit payment to the Contractor for services rendered within 30 days of such submission. The Government shall take reasonable steps to facilitate prompt payment following receipt of invoice.

IV.4 Final payment and release of claims: Final payment shall be made upon satisfactory delivery and acceptance of all services as herein specified and performed under this Agreement. Prior to final payment and as a condition precedent thereto, the Contractor shall execute and deliver to the Government a release, in a form approved by the Government, of claims against the Government of Guam arising under and by virtue of this Agreement.

SECTION V. CONTRACTOR AGREES

V.1 The Contractor shall comply with funding requirement as defined by the Government and will acknowledge receipt of guidelines from the Department.

V.2 The Contractor shall take reasonable care when occupying the Government's facilities for the purpose of providing programs for children and adolescents; and shall not utilize the facilities for any other purposes without the written consent of the Department. The Contractor shall not do or permit anything to be done upon or about the premises or bring or keep anything in the premises that will in any way increase the risk of liability to the building, which the premises are situated. The Contractor shall maintain the facilities, appliances, equipment, furnishings, and lawn; when providing operational management of the facilities.

V.3 The Contractor shall take reasonable care of the premises and fixtures therein and shall make all repairs thereto or to the building, which are made necessary as a result of any misuse or neglect by the Contractor or by its representatives, agents, employees, visitors, or guests. All such repairs shall be at least equal in quality to the original work. The Department may make such

repairs, which are not promptly made by the Contractor and may charge the cost thereof to the Contractor. The Contractor waives all rights to make repairs at the expense of the Department or to deduct costs thereof from the contract fee. This provision shall not apply to pre-existing defects, normal wear and tear or damages incurred by consumers. The Department shall promptly make repairs made necessary because of pre-existing defects or normal wear and tear.

SECTION VI. DEPARTMENT AGREES TO PROVIDE THE FOLLOWING

VI.1 Utilization of the Department's property at 306 Father Duenas Drive, Perezville, and 168 Tun Josen Emetarian Camacho St., Oka; in Tamuning, Guam.

VI.2 Access to utilities to include power, water & telephone as currently installed.

VI.3 Use of facility, vehicle, furniture, and equipment for use in providing supportive and operational services to consumers of the program; acknowledgement of receipt by Contractor will be documented through the Department's "property receipt forms".

VI.4 Access to training and education that includes the following:

- Psychotropic Medications (anti-psychotic) and Their Side Effects;
- Certification of crisis intervention (as approved and accepted by the Department)
- Clinical Assessment and Mental Status Examination (learning how to assess and evaluate a person's current mental state)
- Treatment Planning (developing goals to address problem areas of the consumers)
- Universal Precautions (standard procedures in preventing and handling hazardous and potentially hazardous materials)
- Emergency Interventions (responses to typhoons, earthquakes, fires, etc.)
- Drug and Alcohol Awareness
- Sexual Harassment
- Cultural Awareness/Sensitivity/Competence
- Departmental and Government policies and procedures

VI.5 Continued access to the Department's training and education workshops, resources, and materials as applicable to services provided by the Contractor.

SECTION VII. SCOPE OF AGREEMENT

VII.1 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the retaining of Contractor by the Department and contains all of the covenants and Agreements between the parties with respect to such retaining in any manner whatsoever. Each party to this Agreement acknowledges that no representation, inducements, promises or Agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other Agreement, statement, or promise not contained in this Contract shall be valid or binding. Any modification of this Contract will be effective only if it is in writing signed by the party to be charged. For the purposes of this paragraph and of the entire Agreement the signature of the Governor is the only signature that will bind the Department or the Government of Guam.

SECTION VIII. ASSIGNMENT OF AGREEMENT

VIII.1 Contractor may not assign this Contract, or any sum becoming due Contractor

VIII.1 Contractor may not assign this Contract, or any sum becoming due Contractor under the provisions of this Contract, without the prior written consent of the Government.

SECTION IX. GENERAL COMPLIANCE WITH LAWS

IX.1 Contractor shall be required to comply with all Federal and Guam laws and regulations applicable to the work. Contractor shall attach a copy of its business license or a statement of exemption pursuant to Section 16024 of the Government Code.

SECTION X. ACCESS TO RECORDS AND OTHER REVIEW

X.1 The Contractor, including his/her subcontractors, if any, shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of the final payment under the contract, for inspection by the Government of Guam. Each subcontract by Contractor pursuant to this Agreement shall include a provision containing the conditions of this Section.

SECTION XI. OWNERSHIP OF DOCUMENTS AND EQUIPMENT

XI.1 Furniture, equipment, and any other assets purchased by the Government, hereunder shall be and remain the properties of the Government and may be used by the Department without any additional cost to the Government.

XI.2 Work performed under this agreement, data collected and analyzed from Contractor; shall not be published or made public without the prior authorization of the Department and if publication is to take place it shall be under the authorship of the Department and Contractor. All publication rights and copyright interests, hereunder shall be and remains the property of the Government, and may be used by the Department without any additional cost to the Government.

SECTION XII. INDEMNITY

XII.1 The Contractor agrees to save and hold harmless the Government of Guam, their officers, agents, representatives, successors and assignors, and other governmental agencies from any and all suits or actions of every nature and kind, which may be brought for or on account of any injury, death, or damage arising or growing out of the negligent acts or omissions of the Contractor, it's officers, agents, servants or employees under this Contract.

XII.2 The Government of Guam agrees to save and hold harmless the Contractor's officers, agents, representatives, successors and assignors, from any and all suits or actions of every nature and kind, which may be brought for or on account of any injury, death, or damage arising or growing out of the negligent acts or omissions of the Government of Guam, it's officers, agents, servants or employees under this Contract.

SECTION XIII. CHANGES

XIII.1 The Department may at any time, by written order, make any change in the

services to be performed hereunder. If such changes cause an increase or decrease in the costs of doing the work under this Contract, or in the time required for this performance, a mutually agreeable adjustment shall be made and the Contract shall be modified in writing accordingly.

SECTION XIV. NOTIFICATION OF CLAIMS

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

SECTION XV. TERMINATION

XV.1 Either of the parties hereto, may terminate for breach of provisions in this Agreement in whole or in part at any time, by providing written notification to the other, justifying the reason for termination, effective date and termination provisions.

XV.2 In the event there is a deficiency in performance on the part of the Contractor, the Department shall notify the Contractor in writing, requiring said deficiency to be corrected. Should the deficiency prove to be substantial and remain uncorrected for more than 72 hours after receipt of written notification, the Department shall provide a written notice of intent to terminate the Agreement. If the termination by reason of the deficiency is found to be reasonable by both parties and within the scope of this Agreement, services will terminate immediately and with no penalty to the Department. The services rendered by the Contractor, until termination, shall be invoiced and payable immediately.

XV.3 Upon such termination, all briefs, reports, summaries, completed work and work in progress, and such other information and materials as may have been accumulated by Contractor in performing this Agreement shall, in the manner and to the extent determined by the Department, become the property of and be delivered to the Department

XV.4 All equipment purchased for use in the program and all unused supplies and materials will be transferred and returned to the Department by Contractor under written acknowledgement.

SECTION XVI. SEVERABLE PROVISIONS

XVI.1 If any provision of this Agreement shall be deemed by a court of competent jurisdiction to be invalid, then such provision shall be deemed stricken from the Contract and the Contract shall be enforced to its valid and subsisting terms and provisions.

SECTION XVII. GOVERNING LAW

XVII.1 The laws of Guam shall govern the validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract.

SECTION XVIII. EFFECTIVE DATE OF AGREEMENT

XVIII.1 This Contract shall take effect upon the date it is signed by the Governor of Guam and the date of this Contract shall be the date upon which the Governor affixed his signature.

SECTION XIX. GOVERNMENT NOT LIABLE

XIX.1 The Government assumes no liability for any accident or injury that may occur to Contractor or its agents or employees, personal property while enroute to or from this territory or during any travel mandated by the terms of this Agreement.

XIX.2 The Government shall not be liable to Contractor for any work performed by Contractor prior to the approval of this Contract by the Governor and Contractor hereby expressly waives any and all claims for service performed in expectation of this Contract prior to its approval by the Governor.

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

CONTRACTOR:

Luis Valdes PhD
Its duly authorized representative
Latte Treatment Center, Inc.
Date: 5/12/05

GOVERNMENT OF GUAM:

J. Peter Roberto
J. PETER ROBERTO, Director
Department of Mental Health
And Substance Abuse
Date: 5/18/05

CERTIFIED FUNDS AVAILABLE:

Legal Counsel,
Latte Treatment Center, Inc.
Date: _____

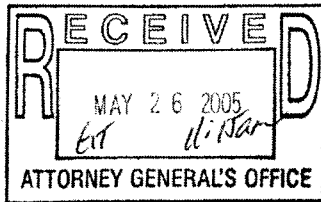
Juanita P. Quintanilla
JUANITA P. QUINTANILLA
Certifying Officer
Date: 5/25/05
Document No. _____
Account No. V1016042320SE101
Amount: \$ 805,000.00

DEPARTMENT OF ADMINISTRATION
DIVISION OF ACCOUNTS
Registration Date Order # LC092578
Registrar No. 0050601930
Book No. _____
Registered By Maria B.

APPROVED:

CARLOS P. BORDALLO, Director
Bureau of Budget and
Management Research
Date: _____

APPROVED AS TO LEGALITY AND FORM:



Douglas B. Moylan
DOUGLAS B. MOYLAN
Attorney General of Guam
Date: 5/26/05

APPROVED:

Felix P. Camacho
FELIX P. CAMACHO
Governor of Guam
Date: 5/27/05