

Maniilaq Association Kotzebue, Alaska

Request for proposal for: Environmental and Food Service Outsource

**GENERAL INFORMATION**

1. **Purpose of the Request For Proposal (RFP):** Maniilaq Association is soliciting detailed proposals from contractors interested in providing the following services:
   1. **Environmental Services at Maniilaq Health Center and other Maniilaq Association facilities**
   2. **Food Services at Maniilaq Health Center and Utuqqanaat Inaat (LTC)**
2. **Business License Requirement:** All proposers must have a valid Alaska Business License prior to award of contract.
3. **Insurance Requirements:** Contractor must maintain at all times during the course of agreement, insurance coverage as specified below, and further agrees, prior to this contract becoming effective, to provide written confirmation that CONTRACTOR has listed MANIILAQ as an additional insured under each specified insurance policy.
4. General Liability: $2 million combined single limit per occurrence for bodily injury, property damage, personal injury and adversities injury, with $1 million aggregate per claim.
5. Professional Liability: $1 million per occurrence and $3 million aggregate per claim.
6. Auto Liability: $1 million combined single limit per accident for bodily injury and property damage.
7. Worker’s Compensation Insurance in accordance with statutory requirements.
8. **Other Licenses and Registrations Requirement:** All proposers are required to hold any and all necessary applicable professional licenses and registrations required by law. Proof of professional licenses is required with the proposal. Obtaining and ensuring compliance to all licensing and registering requirements is the complete responsibility of the proposer.
9. **Minimum Requirements:** Every Proposer to this RFP must demonstrate the ability to provide all aspects of Environmental Services and food service per the specifications contained herein for hospital, clinic and business office settings located in Kotzebue and eleven different communities of Northwest Alaska.
10. **Conflict of Interest and Restrictions:** If any proposer, proposer’s employee, subcontractor, or any individual working on the proposed contract may have a possible conflict of interest that may affect the objectivity, analysis, and/or performance of the contract, it shall be declared in writing and submitted to Maniilaq Association within ten days of issuance of this RFP. Maniilaq Association shall determine in writing if the conflict is significant and material and if so, may eliminate the proposer from submitting a proposal.
11. **Maniilaq Association Contact Person:** Any information required or questions regarding this RFP should be addressed and/or delivered to:

Maniilaq Association

Contracts Department

If Mailing: PO Box 256

Kotzebue, Alaska 99752

If Delivering: Maniilaq Association

733 2nd Ave

Kotzebue, Alaska 99752

Attention: Paula Octuck, Director of Contracts

E-mail Address: [rfpresponses@maniilaq.org](mailto:rfpresponses@maniilaq.org) Phone Number: 907-442-7762

1. **Deadline for Receipt of Proposals:** Proposals may be mailed or hand delivered, as long as one original and three copies are physically received by Maniilaq Association no later than **5:00PM., prevailing time June 30, 2023**. Faxed proposals are not acceptable. Failure to meet the deadline will result in disqualification of the proposal without review.

Proposals are to be delivered to the address(es) referenced above. So that they are not mistakenly opened early, either the outer or inner envelope should also contain the following:

1. Confidential: Do Not Open Until June 30, 2023
2. Proposal For: Food Service and Environmental Services
3. Attn: Paula Octuck, Director of Contracts
4. **Proposer's Review and Substantive Questions:** Proposer’s should carefully review this RFP for errors, questionable or objectionable materials, and items requiring clarification. Proposer’s shall put these comments and/or questions in writing and submit them to the Maniilaq’s contact person at least 5 calendar days before the due date of proposals. This will allow time for an addendum to the RFP to be issued, if required, to all recipients of the initial RFP.
5. **Proposer’s Review and Directional Questions:** If questions received involve no more than directing the questioner to a specific section of the RFP, questions may be responded to verbally, and do not require a written addendum.
6. **Addendum to the RFP:** Maniilaq reserves the right to issue written addendums to revise or clarify the RFP, respond to questions, and/or extend or shorten the due date of proposals.
7. **Pre-proposal Conference:** A pre-proposal conference will be held only if extensive questions arise regarding the RFP.
8. **Cancellation of the RFP:** Maniilaq Association retains the right to cancel the RFP process if it is in Maniilaq’s best interest. Maniilaq shall not be responsible for costs incurred by proposers for proposal preparation.
9. **Proposal Withdrawal and Correction:** A proposal may be corrected or withdrawn by a written request received prior to the date of opening proposals.
10. **Multiple Proposals:** Maniilaq Association shall not accept multiple proposals from the same proposer.
11. **Disclosure of Proposal Contents:** A proposal’s content shall not be disclosed to other proposer’s.
12. **Retention of Proposals:** All proposals and other material submitted become Maniilaq Association’s property and may be returned only at Maniilaq Association’s option.
13. **Cost of Proposal Preparation:** Any and all costs incurred by proposer’s in preparing and submitting a proposal are the proposer’s’ responsibility and shall not be charged to Maniilaq Association or reflected as an expense of the resulting contract.
14. **Delivery of Proposals:** Maniilaq Association assumes no responsibility or liability for the transmission, delay, or delivery of proposals by either public or private carriers.
15. **Media Announcements:** Any and all media announcements pertaining to this RFP require the Maniilaq Association’s prior written approval.
16. **Other Governmental Requirements:** It is the responsibility of the proposer to indicate within their proposal the applicability of any other federal, state, municipal, or other governmental statutes, regulations, ordinances, acts, and/or requirements.
17. **Binding Contract:** This RFP does not obligate Maniilaq Association or the selected proposer until a contract is signed and approved by both parties. If approved, it is effective from the date of final approval by the Contracts Manager. Maniilaq Association shall not be responsible for work done, even in good faith, prior to final approval of the proposed contract. Maniilaq may award all or part of the scope of work to a single or multiple companies.
18. **Standard Terms and Conditions:** The successful proposer is expected to comply with the attached contractual terms and conditions attached to this RFP and titled:

Scope of Work

Environmental Services Descriptions/Specifications/Work Statement Food Service Descriptions/Specifications/Work Statement

1. **Concerns with the Special or General Provisions:** If a proposer has concerns with either the Special or General Provisions, they should put their comments and/or questions in writing and submit them to Maniilaq Association’s contact person at least ten calendar days before the due date of proposals. This will allow time for an addendum to the RFP to be issued, if required, to all recipients of the initial RFP.

Maniilaq Association reserves the right to not award or cancel the award of the contract to a proposer who will not agree to the entire Special or General Provisions.

1. **Performance Bonds and/or Surety Deposits:** Maniilaq Association reserves the right to require a performance bond or surety deposit to assure the Contractor’s performance of all contract terms and conditions.
2. **Liquidated Damages:** Maniilaq Association reserves the right to require liquidated damages to assure the Contractor’s performance of all contract terms and conditions.
3. **Additional Terms and Conditions:** Maniilaq Association reserves the right to include additional terms and conditions during contract negotiations. However, these terms and conditions must be within the scope of the original RFP and will be limited to price, clarification, definition, and administrative and legal requirements.
4. **Contract Negotiations:** Upon completion of the evaluation process, contract negotiations may commence. If the selected proposer fails to provide the necessary information for negotiations in a timely manner, negotiate in good faith, or cannot perform the contract within the amount of funds available for the project and/or as proposed, Maniilaq Association may terminate negotiations and negotiate with the next highest ranked proposer, or terminate award of the contract. Maniilaq Association shall not be responsible for costs incurred by the proposer resulting from contract negotiations. A sample contract is attached here within this RFP.

# ORGANIZATIONAL INFORMATION PERTINENT TO THE PROPOSED CONTRACT

## Maniilaq Association:

Maniilaq Association is a non-profit corporation recognized under section 501(c) (3) of the Internal Revenue Code of 1972 as amended. Maniilaq Association is a rural health, social and tribal services provider with a budget in excess of $60 million annually, and more than 500 employees. It is the largest single employer within the Northwest Arctic.

Maniilaq Association’s involvement in providing health care and advocacy services extends back more than thirty years in Northwest Alaska. Maniilaq’s origins stem from the Northwest Alaska Native Association (NANA) non-profit organization efforts to attain social justice and self- determination for the community residents in 1966. After Passage of the Alaska Native Claims Settlement Act of 1971 a Profit Corporation called NANA was formed. The Non-Profit arm of NANA then organized as Mauneluk Association in 1972. The organizations traditional Inupiat name spelling Maniilaq Association was adopted in 1981.

Maniilaq Association’s purpose is “Working together to make our lives better.” Our vision statement notes that “Maniilaq Association is seen as the premier model for creating successful, healthy communities through the planning, development and strengthening of village-based services supported by accountable, strong tribal self-governance.”

Geographically, this area consists of the “hub” town of Kotzebue and 11 outlying villages ranging in population from 120 to 1000. Maniilaq Association manages the hospital in Kotzebue as well as the 11 clinics in the surrounding villages.

## Maniilaq Health Services:

Maniilaq Health Services (MHS) consists of the Maniilaq Health Center, the Regional Hospital; and the eleven outlying Village Clinics; Ambler, Buckland, Deering, Kiana, Kivalina, Kobuk, Noatak, Noorvik, Pt Hope, Shungnak, and Selawik. MHS provides chronic, episodic, and emergency healthcare services to all ages. Care is provided through an organized and systematic process designed to ensure safe, effective, quality care and treatment in an atmosphere that promotes respect and caring

## Mission:

Maniilaq Health Services provide comprehensive health care to all the people in our service area while promoting prevention, fitness, wellness, holistic strategies, and incorporating local traditional core values and beliefs.

## Vision:

All customers of Maniilaq Health Services, including its employees, are empowered, and involved partners in its high quality services and healing atmosphere.

**SCOPE OF WORK PERTAINENT TO THE PROPOSED CONTRACT**

**Location of Work:** Services under this contract will be provided at the following locations: Maniilaq Health Center (MHC) Kotzebue, AK

Old Court House/ Public Health Nursing Kotzebue, AK Frank R Ferguson Building (FRF) Kotzebue, AK Child Advocacy Center

Maniilaq Activity Center Kotzebue, AK Maniilaq Information Technology Building Kotzebue, AK

Village Health Clinic sites (11) Ambler, Buckland, Deering, Kiana, Kobuk,

Kivalina, Noatak, Noorvik, Pt. Hope, Selawik, Shungnak, AK

**Term of Proposed Contract:** Maniilaq Association intends to establish a contract with a performance period of:

30 days from date of Notice to Proceed (NTP) is acknowledged.

Three (3) years from date of award with optional three year renewal periods.

**General Responsibility:** The successful offeror will provide all necessary supplies, labor equipment and supervision. All work/services are to be performed in strict accordance with Scope of Work.

**Contractor’s Compensation:** Compensation to the contractor shall be based on specific price and/or rates identified in the Contractor’s proposal with accordance Federal Procurement Guidelines outlined in the Uniform Guidelines.

**Subcontracts:** Subcontracting shall be allowed. However, all subcontracts and tasks to be performed by subcontractors must be approved in advance in writing by Maniilaq Association.

**PROPOSAL CONTENT AND REQUIREMENTS**

**Proposal Format:** Submit one (1) unbound original and three copies of the proposal along with one USB containing electronic format.

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1. **Table of Contents:** The proposal will have a table of contents with page numbers and pages numbered throughout the proposal.
2. **Introduction:** Brief introduction which includes:
   1. The proposer’s name and address;
   2. Statement that indicates the proposal is valid for at least 90 days from the proposal submission deadline;
   3. Statement that indicates the proposer’s willingness to perform the services described in this RFP;
   4. Provide a detailed and precise discussion, including examples and/or documentation, of meeting each Minimum Requirement, if any, established in the “General Information” section of this RFP. Limit discussion to the meeting of the Minimum Requirements.
   5. Proof of any other licenses and/or registrations as required by this RFP.
   6. A statement that all staff and other resources which are required to perform the services described in this RFP will be made available by your organization over the life of the anticipated contract;
   7. Completed and signed Representations and Certifications of bidder/offeror (attachment);
   8. Statement that the signatory has authority to bind the proposer; and
   9. Signature of authorized individual.
3. **Strategic Planning & Development:** Consistent with the Maniilaq Association’s commitment to continuous improvement Offeror must show evidence of its understanding of quality improvement and how you will support our mission and vision, which are provided in the section titled *Organizational Information Pertinent to the Proposed Contract.*
4. **Firm Profile:** Offeror must provide a table or chart that shows organizational structure, chain of supervision, decision authority, and communications. Include both the respondent firm and any sub consultant firms / subcontractors
5. **Professional Qualifications:** Professional qualifications of the firms proposed Project Manager, other key personnel, and/or team members necessary for satisfactory performance of required services. Include all personnel that will actively be involved with performing the work, to include a listing of all subcontractors, if any, with an explanation of purpose.
6. **Project Understanding/Project Approach:** Narrative submittal must address.
7. **Past Performance:** Past performance in last five years on contracts with Government agencies and private industry in terms of cost control, quality of work, and compliance with performance schedules. Include a list of all contacts of similar services performed for work in Alaska during the last two-(2) years, with name of Contracting Officer and/or Project Manager for each contract. Provide phone numbers and emails for the named individuals.
8. **Capacity to Respond and Accomplish the Work** *:* Include a list of projects the firm currently has under contract.
9. **Price Proposal :** Provide pricing for services detailed in this request for proposal.
10. **Alaska Native / American Indian Preference :** Maniilaq Association is a PL 93-638 organization and shall give preference to Indian/Alaska Native organizations provided that goods or services are

equal or equivalent. Bidders must provide documentation of Indian/Alaska Native ownership.

**REVIEW OF PROPOSALS**

**Responsiveness:** Prior to evaluation, each proposal shall be reviewed to determine whether or not it is responsive. Nonresponsive proposals shall be eliminated and will not be evaluated. Factors that may result in a proposal being declared nonresponsive are:

* 1. Not providing evidence of meeting the Minimum Requirements.
  2. Substantive and material conflicts of interest which were not declared and/or were declared and determined to be significant enough that the Maniilaq Association requested the potential proposer not submit a proposal.
  3. Substantive and material noncompliance to requirements of the RFP proposal submission guideline.
  4. Not providing a price, if applicable.

**Evaluation Process:** An evaluation committee consisting of Maniilaq Association employees shall evaluate responsive proposals. Each proposal shall be independently evaluated by each member of the evaluation committee.

The evaluation will be based on the response to the proposal content and requirements stated in this RFP. Discussions, presentations, and/or site inspections, if held, may result in individual evaluation committee members changing their scores. Evaluation factors not specified in this RFP may not be considered.

**Evaluation Criteria:** Proposals will be evaluated on the following criteria: Strategic Planning and Development

Firm Profile

Professional Qualifications

Project Understanding/Project Approach Past Performance

Capacity to Respond and Accomplish Required Work Price Proposal

Alaska Native/American Indian Preference

**Discussions:** As determined by the evaluation process, proposers reasonably susceptible of award may be offered the opportunity to discuss their proposal with the procurement officer or evaluation committee and the proposal may be adjusted as a result of the discussion. Proposers may also be allowed to submit a best and final proposal as a result of the discussion.

**Presentations:** Maniilaq Association reserves the right to require an oral presentation. As determined by the evaluation process, proposers reasonably susceptible of award may be afforded the opportunity to give an oral presentation. If so afforded, proposers will be notified in writing of the presentation’s requirements, date, time, location, and amount of time allowed for the presentation and/or questions and answer period. Time frames will be strictly enforced.

The entire evaluation committee shall be present for oral presentations. All costs associated with an oral presentation shall be borne by the proposer.

**Site Inspections:** Maniilaq Association reserves the right to require a site inspection. Site inspections may be required of all proposers or limited to those that, as determined by the evaluation process, are reasonably susceptible of award. If so afforded, proposers will be notified in advance. All costs associated with the site inspection shall be borne by the Maniilaq Association.

**Notice of Award:** After award of Contract all Proposer’s will be issued a Notice of Award containing the name(s) and address (es) of all proposers and the recipient of the contract.

**Informal Debriefing:** Any proposer may request and receive an informal debriefing after the Notice of Intent to Award is mailed out. The debriefing shall be limited to the offeror’s proposal, concentrating on the areas considered deficient or inferior. The merits of other proposals will not be discussed.

FOOD SERVICES DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Title

1. [Objective](#_bookmark0)
2. [Service Recipients](#_bookmark1)
3. [Scope of Work](#_bookmark2)
4. [Personnel](#_bookmark3)
5. [Quality Control](#_bookmark4)
6. [Safety Performance and Expectations](#_bookmark5)
7. [Work Methods](#_bookmark6)
8. [Disaster Support/Contingency Planning](#_bookmark7)
9. [Quality Assurance](#_bookmark8)
10. [Physical Security](#_bookmark9)
11. [Conservation of Utilities](#_bookmark10)
12. [Environmental Protection](#_bookmark11)
13. [Cleaning Plan](#_bookmark12)
14. [Definitions and Commonly Used Acronyms](#_bookmark13)
15. Maniilaq Furnished and Installed Equipment
16. [Contractor Furnished Items](#_bookmark14)
17. [Other Items furnished by the Contractor](#_bookmark15)
18. [Equipment](#_bookmark16)
19. [Specific Tasks](#_bookmark17)
20. [Miscellaneous](#_bookmark18)
21. [Technical Exhibits](#_bookmark19)
    1. [Technical Exhibit #1 - Performance Standards](#_bookmark20)
    2. [Technical Exhibit #2 – Scheduling and Work Load Information](#_bookmark21)
    3. [Technical Exhibit #3 - Maniilaq Furnished and Installed Equipment](#_bookmark22)
    4. [Technical Exhibit #4 - Required Submittals and Administrative Reports](#_bookmark23)

## Food and Nutrition Services Management

1. **Objective**
   1. Conduct the management of the Food and Nutrition Services operations at the Maniilaq Health Center (MHC) for operation of the cafeteria and provision of meals to qualified inpatients and Utuqqanaat Inaat (LTC)
   2. Provide advice for cost containment of Food and Nutrition Services Department operations.

## Service Recipients

Patient’s family and staff at Maniilaq Health Center

## Scope of Work

Under this agreement, the Contractor has the following duties: The primary duties of the Contractor shall be to provide full food production and service as defined in this contract to 17 inpatient beds and designated ambulatory care patients at Maniilaq Health Center as well as full food services at Utuqqanaat Inaat which is a 18 resident Long Term Care facility.

As a secondary duty, the Contractor shall be required to operate a full service cafeteria to sell food to MHC patients and their families, the hospital staff of approximately 250, and the general public. Catering for Maniilaq programs is permitted. However, the Contractor shall not be permitted to provide catering services outside Maniilaq Association, nor will the kitchen be permitted to process food for off-site use, unless specifically approved by the Facilities Support Services Director. Estimated workload information is provided at Technical Exhibit 2.

1. Inpatient Meals:

The Contractor shall provide a menu reflecting the food options offered in the cafeteria. Soup can be used as an entrée choice, providing it meets the approval of the Registered Dietitian and Facilities Support Services Director. Modified Diets, including National Dysphagia Diets (Levels 1-4) shall be available to patients and shall conform to the latest edition of the American Dietetic Association Manual of Clinical Dietetics (Diet Manual) and the Dietary Guidelines. The contractor will provide copies of this diet manual to Acute Care and LTC. Replacement copies will be provided by MHC. Food selections for the most common diets (mechanical soft, soft, low fat/low calorie, pediatric, cardiac, renal, low salt, and diabetic) shall be made available to patients on these diets. . A nutritional analysis of all recipes shall be provided by the Contractor. Standardized recipes shall be provided by the contractor and shall be made available to the Facilities Support Services Director and Registered Dietitians.

Food carts will be delivered to the Acute Care unit three times daily, 7:30 am, 12:00 noon and 5:00 pm.

Caregiver meals: Patient caregivers that meet criteria for a caregiver will also be offered the room service selections in accordance with the hospital wide Guest Meals policy.

Floor Stock will be stocked in the nourishment room on the acute care patient ward Par levels and types of nourishment shall be determined by the Facilities Support Services Director and the Food Service Manager. Maniilaq shall be billed for the cost of the floor stocks as a separate line item in the contractor’s bill. Cost will be a straight pass through with no contractor mark-up.

1. Public Cafeteria Meals

The contractor shall provide a full service cafeteria between the hours of 7am to 7 pm seven days per week. The menu and pricing structure shall

be approved by the Facilities Support Services Director

1. Outpatient Meals

Outpatients that are receiving services that meet MHC criteria, and are required to stay over a meal period will be provided with a MHC meal ticket. Maniilaq will be billed for meal tickets as a separate line item in the contractor’s bill.

1. Regulatory Agencies

Joint Commission and U.S. Public Health Service Food Code requirements shall be met for all food service areas. The Contractor shall develop a QA and/or QC process as part of the continuous survey readiness process to monitor compliance and submit their policies and procedures for approval to the Facilities Support Services Director.

1. Monthly Reports

The Contractor shall meet monthly with the Facilities Support Services Director and quarterly with the Contracting Officer. The monthly meeting will be conducted to review all quality control monitors, the performance improvement plan, and any other pertinent topics the Facilities Support Services Director or designee shall deem necessary. The Facilities Support Services Director or designee shall be provided with detailed written reports, the content if which shall be determined as mutually agreed upon and in an efficient manner (such as electronically).

# PERSONNEL

The Contractor shall furnish all personnel to accomplish the work required by this agreement. All Contractors personnel shall read, write, speak, and understand English. Preference shall be given to Alaska Native/American Indian applicants for all positions. Every employee hired by the contractor shall complete the Maniilaq Association employee

background check will be completed by Maniilaq Association but the determination of hire will be made by the Contractor drug test will be completed by Maniilaq Association.

Contract employees will show proof of immunization for rubella, mumps, chicken pox, TB, and any other immunizations and screenings designated by the current Maniilaq Employee Health/ Infection Control Program. It shall be the responsibility of the Contractor to provide all necessary screenings and immunizations at no cost to Maniilaq. These services will be provided by Maniilaq for the contractor for a set fee of $150 per employee, if desired by the contractor.

The Contractor shall provide:

1. A full-time on-site manager who shall serve as the on-site manager representing the Contractor. He/she shall be responsible for the supervision and training of food service employees to ensure compliance with all provisions of this contract.

Education – Prior to assigning an individual to the position of Manager, the Contractor shall ensure that the individual possesses one of the following credentials to meet CMS regulations:

* 1. Bachelor’s Degree
  2. Registered Dietitian
  3. Certified Dietary Manager

Health Facility Experience – The manager shall have at least three (3) years of prior food service managerial experience in a Joint Commission accredited facility using accreditation for deemed status. He/she must have participated in, and successfully satisfied the requirements of a Joint Commission survey during that three (3) year period. If the manager cannot meet these requirements, they must be directly supervised by a higher level manager that meets the health facility experience criteria.

1. Assistant manager: The Contractor shall designate an assistant manager. In the absence of the Manager during the normal workweek the Assistant Manager shall be shall be capable of understanding and have responsibility for implementing all requirements of this contract.

Qualifications: The assistant manager shall be experienced in all aspects of hospital food service. They shall be able to demonstrate the ability to assign the work to be performed that is specified in this contract, instruct Contractor employees in Contractor approved work methods, evaluate and correct work in progress, insure compliance with safety rules, and assure adherence to Contractor prescribed procedures.

## Any changes in key personnel shall be approved by the Maniilaq Facilities Support Services Director or designee.

1. Work Schedule: The name and anticipated work schedule of Manager and Assistant Manager shall be provided to the Facilities Support Services Director or designee

prior to the start of this contract. This requirement also applies to replacement shift leaders and to changes made during the terms of this contract.

1. Training: The contractor shall have a training and development plan for each employee. Cost for all initial and developmental training programs will be the responsibility of the Contractor. The Contractor shall maintain and update these plans throughout the life of this contract and shall submit the plan to the Facility Support Services Director or designated representative for review when annually.
   1. Sanitation Training: The Contractor shall provide sanitation training in Serve Safe and HACCP to all employees upon starting work and on a semi-annual basis.
   2. Nutrition Training: The Contractor shall provide sufficient training to all employees engaged in menu planning, food preparation, and serving to enable the employee to perform to the standards set in this contract. Introduction to Joint Commission training including patient safety goals will be provided. The cost of such training shall be borne by the Contractor. The Contractor shall develop a plan for such training and submit it to the Facilities Support Services Director or his designee.
   3. Training Certificates: The Contractor shall maintain certificates and records of all required training on-site and shall make them available for Maniilaq inspection upon request.
   4. Partnership Training: The Contractor shall solicit partnership with regional trade school, ATC culinary program, or other workforce development programs, providing advancing students the opportunity for onsite mentoring, and on the job training.
2. Health Requirements:
   1. Physical Examinations: The Contractor shall employ personnel who are medically fit. Personnel must receive medical clearance prior to starting work. The Contractor shall be responsible for the cost and completion of initial and subsequent annual physical examinations for Contractor employees. These examinations shall provide, as a minimum, statement from a qualified health care provider that the employee is currently free of communicable diseases. Maniilaq reserves the right to examine or re-examine any contract employee.
   2. Reporting Requirements. The Contractor shall report to the Facility Support Services Director or designated representative all occupational health and preventive medicine information required for complying with current JC health records documentation requirements.
   3. Health Maintenance. The Contractor shall refer all employees alleging health problems to a qualified health care provider for diagnosis and treatment. If such an employee is absent for three working days or more due to illness, the Contractor shall require the employee to furnish written certification from a qualified health care provider. This will state that the employee is currently free of all communicable disease(s) and is fit to return to work in the hospital. Maniilaq reserves the right to examine or re-examine any Contractor employee. All Employee illnesses must be submitted to Maniilaq Employee Health.
3. Employee Uniforms

The Contractor shall provide all employees with uniforms at no cost to Maniilaq. Employees must meet the Maniilaq dress code. The contract personnel shall present a neat appearance and shall be easily recognized. Employees shall wear Contractor- furnished uniforms and aprons when on duty. Uniforms shall be in good repair, freshly laundered, well fitting, and color coordinated. Employees shall wear a fresh uniform each day. Hats or nametags may contain the name of the Contractor’s firm. Shoes shall be clean with sturdy construction and shall cover the foot. Employees shall wear socks or hose as appropriate. Open toe shoes, sandals, sneakers, canvas shoes, or shoes with high platforms, spiked heels, or heels higher than two inches shall not be worn.

1. Identification Badges

All contract personnel shall wear a Maniilaq furnished identification badge. Identification badges worn by the contract manager and all supervisors shall indicate their job title. If a badge is lost Facilities Support Services Director shall be notified immediately.

1. Removal of Contractor Employees

All personnel employed by the Contractor in the performance of this contract, or any representative of the Contractor entering the Maniilaq Health Center campus shall abide by all security regulations of the facility and shall be subject to such checks as may be deemed necessary. Maniilaq reserves the right to direct the removal of any of the Contractor’s employees for any reason, including but not limited to: misconduct, security reasons, or any overt evidence of communicable disease. Removal of the Contractor’s employees for reasons stated above does not relieve the Contractor from responsibility for total performance. Facilities Support Services Director must be notified of any removal to ensure appropriate door access has been deactivated.

1. Alien Employment

No alien shall be employed who does not have a valid US Immigration T-151 or I- 94, Alien Registration Card.

## Quality Control

1. Quality Control Plan

The Contractor shall establish and follow a quality control program that has been approved by the Facilities Support Services Director. In addition to procedures for the control of food quality, the plan shall contain a process for customer complaints, deficiencies, and noncompliance with the terms and conditions of the contract and a description of the manner in which the Contractor shall promptly investigate any customer complaint and respond to the customer. The Contractor shall forward a monthly report detailing all complaints received and actions taken to the Facilities

Support Services Director or designee not later than five (5) days after the end of each month.

1. Quality Control Records

The Contractor shall maintain records of all inspections conducted by the Contractor and any necessary corrective actions taken at the facility/local office. See Performance Requirements (Technical Exhibit 1).

## Safety Performance and Expectations

1. Work Methods: All work performed in delivering the services specified in this contract shall comply with applicable Federal, State, and local safety regulations. Contractor personnel will follow and comply with all OSHA standards for all work performed.
2. Failure to Comply: If the Contractor fails or refuses to promptly comply with applicable safety directives the COR or designated representative may issue an order stopping the unsafe work until satisfactory corrective action has been taken by the Contractor. None of the time lost as a result of such a work stop order shall be made the subject of a claim for extension of time or for excess costs or damages to the Contractor.
3. Incident Reporting: The Contractor shall report all occupational exposures and all incidents resulting in death, trauma, or occupational disease to the COR or designated representative. All incidents shall be reported within 24 hours of their occurrence.

The COR or designated representative may require the Contractor to complete certain forms to document exposures and/or accidents. The Contractor shall complete these forms promptly, at no additional cost to Maniilaq.

## Work Methods

1. Work Methods

All work performed in delivering the services specified in this agreement shall comply with applicable Federal, State, and local safety regulations. The Contractor, the Manager and the Assistant Manager shall have a working knowledge of the following codes, standards, recommended practices, and manuals:

* + Accreditation Manual for Hospitals developed by the Joint Commission..
  + Public Law 9l-596, Occupational Safety and Health (OSHA) Act of l970 and current amendments, and standards in Title 29 of the Code of Federal Regulations
  + USPHS Food Service Regulations
  + Maniilaq Health Center’s Safety Policies and Procedures
  + Maniilaq Health Center’s Internal and External Disaster Control Plan.
  + Maniilaq Health Center’s Infection Control Plan.

Contract employees shall receive instruction in appropriate safety measures, as specified in Safety Policy & Procedure Manuals. The Contractor, at no additional cost to Maniilaq, shall provide this instruction.

1. Failure to Comply

If the Contractor fails to promptly comply with applicable safety directives, the Contracting Officer may issue a cure notice outlining expected corrections and the penalties to be incurred by the Contractor. None of the time needed to comply with the cure notice shall be made the subject of a claim for extension of time or for excess costs or damages incurred by the Contractor.

1. Injury Reporting

The Contractor shall report all occupational exposures and all injuries resulting in death, trauma, or occupational disease to the Project and Contract Officers or their designee. All accidents shall be reported within 24 hours of their occurrence. The Facilities Support Services Director or designee may require the Contractor to complete certain forms to document exposures and/or accidents. The Contractor shall complete these forms promptly, at no additional cost to Maniilaq.

1. Emergency Treatment

Maniilaq Health Center will furnish emergency treatment to Contractor employees who may suffer on-the-job injuries. Contractor shall be liable for payment of such services, unless such employees are beneficiaries entitled to service at Maniilaq Health Center.

1. Emergency Services.

On occasion, Maniilaq may require the services of the Contractor to support the activation of contingency plans or to conduct an exercise of contingency plans outside of the regular duties of this contract. The Contractor’s responsibilities for emergency support are described in Paragraphs 5.a. and 5.b. below and shall be at no additional cost to Maniilaq.

# DISASTER SUPPORT/CONTINGENCY OPERATIONS

1. The Contractor shall become familiar with the facility Disaster Control Plan and shall participate in exercises, at no additional cost to Maniilaq.
2. The Contractor shall establish an emergency recall system for Contractor employees who may be required to work in the event of a disaster or contingency operation. The Contractor’s emergency recall system shall require that Maniilaq notify only one Contractor representative of a disaster situation or contingency operation to initiate the Contractor’s recall system.
3. Contractor shall establish Disaster Protocols and ensure all regulations are met involving Emergency Preparedness.

# QUALITY ASSURANCE.

1. Evaluation of Contractor Performance Maniilaq will monitor the Contractor’s performance under this contract using quality assurance procedures developed by the Contractor and approved by the Facilities Support Services Director.
2. Performance Evaluation Meetings. The Contract Manager shall be required to meet at least monthly with the Facilities Support Services Director or designated representative and quarterly with the Contracting Officer. Such meetings will be conducted at no additional cost to Maniilaq.

# PHYSICAL SECURITY.

1. Key Control. The Contractor shall establish and implement a method of accounting for any keys that may be issued by Maniilaq. No keys issued to the Contractor by Maniilaq shall be duplicated. The Contractor shall report any loss of keys to the Facilities Support Services Director not later than 2 hours after discovery of such loss. The Contractor shall be responsible for alls costs for replacement or re-keying of locks and for replacement of keys if such action was necessary due to negligence of Contractor personnel.
2. Computer Security. The Contractor shall follow hospital policies and all aspects of HIPAA in protecting confidential patient information. No inappropriate use of medical information will be tolerated.

# CONSERVATION OF UTILITIES.

The contractor shall implement a food service energy conservation program to ensure conservation.

# ENVIRONMENTAL PROTECTION.

The Contractor shall comply with all applicable Federal, State and local environmental protection laws, and all regulations and standards observed by Maniilaq.

# CLEANING PLAN

The Contractor shall submit a cleaning schedule for the kitchen and dining room. Cleaning these areas is the sole responsibility of the Contractor. Also Contractor shall provide a cleaning plan for stationary and mobile food service equipment.

# DEFINITIONS AND COMMONLY USED ACRONYMS

Technical food service words, phrases, and commonly used acronyms used throughout this statement of work shall have the following meanings:

1. Approved Menus: Menus, which have been reviewed by the Facilities Support Services Director and the Maniilaq Registered Dietitian and approved for use. To be approved, menus must be determined to be a nutritionally adequate, culturally acceptable, comply with the basic principles of menu planning, and meet the needs of the patient population.
2. Clean: Surface is free of visible dirt and other foreign substances.
3. Clinical Dietitian: An employee of the Maniilaq Health Center who has specific nutrition-related responsibilities for patient care.
4. Contracts Manager: The contractor’s on-site representative who has responsibility for enforcing all elements.
5. Culturally Appropriate: Effort made to take into account the cultural food preferences of and acceptance by Alaska Native/American Indian people.
6. Diet Manual: The handbook, approved by appropriate nutrition, dietetic, and medical staff, which outlines procedures and standards for specific diets.
7. House Diets: Routine diets including, but not limited to: regular, high protein, Mechanical soft, controlled sodium, soft, calorie controlled , full liquid, clear liquid, teenage, preschool, baby soft, dysphasia levels 1-4 and Renal.
8. J.C.: Joint Commission
9. Menu: Printed menu provided by the contractor for inpatient meal program.
10. Modified Diet: A diet, which is designed to meet requirements of a handicapping condition and/or is a part of the medical treatment. It is based on the normal diet and current therapeutic principles for the condition with modifications in individual nutrients, calories, consistency, frequency of meals etc., within the patient’s established cultural and habit patterns.
11. Nourishment: Additional feedings for between meal consumption that are a routine part or an addition to a patient’s prescribed dietary regime.
12. Nutritionally Adequate: Based on National Research Council most current RDI’s.
13. Patient: A person receiving care or treatment as ordered by a physician.
14. Patient Tray: A meal designated for a particular patient and delivered to the patient care areas.
15. Procedure Manual: A written document describing in detail the methods normally used to accomplish tasks required by the contract.
16. Facility Support Services Director: Contracting Officer’s representative having responsibility and authority for total performance of work under the contract.
17. Quality Assurance: Actions taken to check goods or services to insure that they meet the requirements of the statement of work.
18. Quality Control: Establishing, monitoring and evaluating quality standards throughout the food service production.
19. Recipe: A specified quantity of ingredients with mixing, cooking and serving procedures required to produce a consistent quality food product.
20. Recommended Dietary Intakes (RDI): Levels of intake of essential nutrients considered in the judgment of the Food and Nutrition Board of the National Research Council on the basis of available scientific knowledge to be adequate to meet the known nutritional needs of practically all healthy persons.
21. Registered Dietitian: A person who maintains current registration with the Commission on Dietetic Registration of the American Dietetic Association (ADA) and has:
    * A baccalaureate or advanced degree from an accredited college or university which meets the academic requirements of The ADA, and a dietetic internship accredited by the Commission on Evaluation of Dietetic Education (CEDE) of The ADA (or a pre-planned Traineeship approved by the ADA prior to 1980; or
    * Successfully completed a coordinated undergraduate program accredited by the CEDE of The ADA, leading to a baccalaureate or higher degree.
22. Regular Diet: The general, normal diet, which does not require any restrictions in consistency or food type.
23. Sanitized: A level of cleanliness achieved through application of 180F water or an effective bactericidal agent.
24. Statement of Work: A document that accurately describes the essential technical requirements for a service including the standards used to determine whether the requirements have been met.
25. Supplements: Food or beverage products which are prescribed by the Dietitian or in consultation with the medical team, for purposes of enhancing the protein, calories and nutrient intake of patients.

# MANIILAQ - FURNISHED PROPERTY AND SERVICES

1. General. Maniilaq will provide the facility, current existing equipment, utilities and local telephone service.
2. Accountability. The Contractor shall be directly responsible and accountable for all Maniilaq Furnished Property (FP) upon delivery of such FP into its custody or control, in accordance with the terms of this contract.
3. Audits. The Maniilaq retains the right to audit the Contractor’s property control system as frequently as conditions warrant. The Facilities Support Services Director will decide when an audit is appropriate and will provide written notification to the Contractor. The Contractor shall make all such records and correspondence available to the auditors and Maniilaq property administrator.
4. Contractor Certification. The Contractor shall certify that the FP Technical Exhibit 3 in this contract is correct. If the technical exhibit is not correct, a correct technical exhibit will be prepared by Maniilaq for Contractor certification. The Contractor shall certify that the initial inventory is correct, when and only when the initial inventory is true, accurate, and correct.
5. Report of Inventories. The Contractor shall, as a minimum, submit the following to the Facilities Support Services Director not later than five work days after completing required inventories. Inventories shall be completed monthly to determine use of product.
   * A listing that identifies all discrepancies disclosed by the inventory.
   * A signed statement that physical inventory of all or certain classes of Maniilaq property was completed on a given date and that the official property records were found to be in agreement except for the discrepancies reported.
6. Contract Completion/Termination inventory. Upon contract completion, or termination, a joint inventory shall be conducted by Maniilaq and the Contractor at the written direction of the Contracting Officer. The Contractor’s Project Manager/Property Control Representative and Maniilaq Property Administrator will be present at these inventories.
7. Excess Maniilaq Property/Equipment/Material: Excessing of Maniilaq property and equipment shall be the sole responsibility of the Maniilaq Finance Department.
8. Loss or Damage to Maniilaq Furnished Property/Equipment. Upon discovery or any loss or damage to Maniilaq Property or Equipment, the Contractor shall immediately notify the Facilities Support Services Director in writing. The Contractor shall investigate and report, in writing to the Director of Facility Support Services all cases of loss, damage, or destruction of Maniilaq furnished property or equipment in its possession as soon as the facts become known but **not later than** 15 days after discovery.
9. Equipment Manuals. Equipment operating manuals presently maintained by Maniilaq will be provided to the Contractor on contract start date. A joint inventory will be taken of equipment operating manuals. If any subsequent inventory shall disclose the loss of any manuals, the Contractor shall replace the manuals by obtaining a new copy from the equipment manufacturer. Replacement manuals remain the property of Maniilaq.
10. Facility. Maniilaq shall furnish the facilities described in Technical Exhibit 3. The Maniilaq Health Center Maintenance Department shall be responsible for engineering and maintenance support of the Maniilaq facilities furnished, including replacement of light bulbs and fluorescent lights. The Contractor shall not make any alterations to the spaces except with prior written permission of the Facilities Support Services Director and Facilities Manager. The Contractor shall, as directed by the Contracting Officer, restore the facilities and areas to the condition in which received, fair wear and tear excepted, at time of contract completion or termination of this contract, except as otherwise approved in writing by the Contracting Officer. Contractor employees will be provided lockers however; employees may need to share locker space.
11. Maintenance. Maintenance, repair, and replacement of Maniilaq furnished facilities and equipment will remain the responsibility of Maniilaq. Maniilaq will perform alterations, repairs, preventive maintenance, and emergency maintenance and repair of all food service facilities. The Contractor shall notify the Director Facility Support Services and Engineering Manager in writing when obvious building alterations, repairs, maintenance are desired.
12. Equipment: The Contractor shall request repair of equipment through the Facilities Support Services Director and Facilities Manager.
13. Telephone: Maniilaq will provide phones, voicemail and IT support to the contractor through the Maniilaq Information Technology program.
14. Computers and Printers: Maniilaq will provide and support Local Area Network, Internet connections, and Email for each computer connected to the Maniilaq network. Only Maniilaq computers are allowed on the Maniilaq network. Only Maniilaq printers are allowed on the Maniilaq network. No printers will be directly connected to computers which are connected to the Maniilaq network. Standalone computers and printers not connected to the Maniilaq network are allowed for contractor use. The contractor shall reimburse Maniilaq for equipment repair or replacement deemed by Maniilaq to be beyond normal wear and tear.

# CONTRACTOR-FURNISHED ITEMS AND SERVICES

1. General. The Contractor shall provide all items and services to meet the requirements of this agreement except as specified as Maniilaq-furnished property and services; including but not limited to a vehicle.
2. Alterations: All alterations to the kitchen must be approved in writing from the Maniilaq PO. Cost of such alterations shall be borne by the contractor unless otherwise agreed to. At the conclusion of the contract, all equipment modifications shall become the property of Maniilaq.
3. Adequacy of Supplies. The Contractor shall maintain adequate supplies on hand at all time in sufficient quantity to perform work requirements.

# OTHER ITEMS FURNISHED BY THE CONTRACTOR

1. Telephones. For contractor’s responsibilities, see Section 12.
2. Office Supplies: All necessary office supplies except for Maniilaq forms.
3. Hand Tools. Hand tools required for performance minor maintenance, e.g. hammers, pliers, wrenches, screwdrivers, and plumber’s helpers.

# EQUIPMENT

1. Installed equipment. The Contractor may, with the written permission of the Contracting Officer and Director of Facility Support Services or his designee, install equipment, fixtures, and furnishings in Maniilaq kitchen facilities. .
2. Floor Care Equipment. The Contractor shall provide all equipment required to perform floor care in the kitchen, dining room and kitchen offices.
3. Expendable Equipment: The Contractor will provide all expendable items for the kitchen such as pots, pans, utensils, dishes, flat ware and glasses.

# SPECIFIC TASKS

1. Menu Planning: The Contractor shall furnish menus that allow for selection of Regular and Modified Diet items. Types of diets include but are not limited to: - Mechanical, Soft, Low Sodium (2-3 gram), Coronary Care diet, Low Fat, Diabetic, Full Liquid, Clear Liquid, Pediatric (age 1-12), Pediatric (age 4-10) and dysphagia level 1-4. All menus are planned to meet the nutritional standards as specified in the American Dietetic Association Manual of Clinical Dietetics and Dietary Guidelines.
2. Menu Posting. . A daily menu for the dining room will be posted. The room service inpatient menu will change seasonally and be posted in the kitchen.
3. Receiving of Food. Contractor shall purchase and receive foods from approved sources that comply with all local, state and Federal requirements. Refrigerated foods shall be accepted at or below 40 F. Frozen food shall be accepted at or below 0 F. Temperatures shall be verified with a calibrated thermometer. There shall be no off- odor or slickness of food products accepted. Food packages shall be in good condition and completely protect food contents. The Contractor is responsible for subcontractor damages.
4. Storage of Food. The Contractor shall store food items at the proper storage temperatures. Containers of food shall be stored a minimum of 6 inches above the floor and no less than 18 inches below the sprinkler heads on shelves, but shall not be stored under exposed or unprotected sewer or water lines, except for automatic fire protection sprinkler heads. Nonfood and toxic items such as cleaning supplies and insecticides shall not be stored in food preparation or food storage areas. Carbon dioxide containers for beverage machines shall be secured during storage. Frozen and refrigerated products shall be stored immediately upon delivery. When storing, stock shall be rotated, and new stock shall be placed in back of old existing stock. Raw foods shall be stored away from ready-to-eat and cooked foods. Raw product should be stored below cooked and ready-to-eat foods. There shall be good ventilation and air flow around all stored foods.
5. Thawing of Food. Contractor shall thaw food by one of the following methods:
   * Under refrigeration at or below 40F.
   * Completely submerged under running water at or below 70 F
   * In a microwave oven as part of a continuous cooking process.
   * As part of a normal cooking process, with no interruptions.
6. Preparation of Foods. Contractor shall use clean and sanitized cutting boards, knives and utensils. Raw fruits and vegetables shall be thoroughly cleaned in a sanitized sink. Raw and cooked foods shall be kept separate. Separate clean and sanitized utensils shall be used between working with raw and cooked foods. Temperatures of foods shall be taken as specified in HAACP recipes, using calibrated thermometers. The maximum hold-time for food in the danger zone temperatures shall conform to HAACP and all other Food Code requirements.

## Miscellaneous

1. Please note that Maniilaq intends to promote wellness and healthy lifestyles within its campus. As health practices dictate, there may periodically be restrictions on the types of foods allowed to be served and/or sold on campus (e.g. soda pop may be banned from the campus to promote dental health).
2. Nothing in this specification is intended to limit ability of the Contracting Officer and the Contractor to make mutually beneficial changes to the specifications. Further, it is understood that the details of performance will be found in the Director of Facility Support Services approved procedures developed and used by the Contractor.
3. The Contractor will accommodate retail sales requests outside of contractors “preferred” products. For example pre-packaged fresh fruit and produce bundles available for retail sales.

# TECHNICAL EXHIBITS

TECHNICAL EXHIBIT 1

PERFORMANCE STANDARDS

Satisfactory compliance with JC, Federal and State OSHA requirements is required. Successful correction of Maniilaq Food Service inspection findings is required.

For each JC/OSHA criteria, a detailed plan of how, when, and who will be responsible shall be established. Policies and procedures shall be written, and approved by the Facilities Support Services Director or designee. All requirements of the USPHS Food Code 1999 (or current edition) shall be met. Job routines for each employee will be written and approved by the Facilities Support Services Director or designee.

Detailed written operational procedures and performance requirements shall be prepared by the Contractor and approved by the effective date of the contract. Such written procedures shall be reviewed periodically, at least annually, and updated as appropriate.

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TECHNICAL EXHIBIT 2

SCHEDULING AND WORKLOAD INFORMATION

1. Hours of Operations. Normal work schedule: Contractor shall provide Maniilaq Director of Facility Support Services a written work schedule for Kitchen operations.
2. Regular Hours. The regular hours of operation of Maniilaq Health Center is 24

Hours/day, 7 days/week

1. To keep staff and patients safe overtime shall be kept as minimal as possible. Excessive overtime will need to be approved by Facilities Support Services Director.
2. Recognized Holidays. Holidays, which Maniilaq recognizes, are New Year’s Day, Martin Luther King Jr/Della Keats, President’s Day, Memorial Day, Independence Day, Labor Day, Columbus Day/Maniilaq Day, Veteran’s Day, Thanksgiving Day, Employee Appreciation Day (Day after Thanksgiving) and Christmas Day**. NOTE: Holidays that fall on a Saturday will be observed the Friday before, holidays that fall on a Sunday will be observed the following Monday.**

i: Twenty Fourth Day of December. Half day (afternoon if lands Monday- Friday) ii: Thirty-First Day of December. Half day (afternoon if lands Monday- Friday)

1. Holiday pay for contractor’s employees may mirror Maniilaq’s Holidays at straight time straight time and passed through to Maniilaq.
2. Normal meal hours
   1. Inpatient Service

Meals will be delivered to the inpatient ward at 7:30am, 12:00 noon, and 5:30pm.

* 1. Normal Cafeteria Hours

The cafeteria will be open 7:00 AM -7:00 PM seven days per week. A fixed schedule for breakfast, lunch and dinner service will be approved by the Facility Support Services Director.

1. Work Load Data. The following numbers are estimates and are for informational purposes only. They are not guaranteed and are offered to help you determine approximate volumes.

Current Patient Census (FY 17): Inpatients/Observation per year

Guest meals 8500 (escorts and caregiver trays)

1. Cafeteria service: The following numbers are estimates and are for informational purposes only. They are not guaranteed and are offered to help you determine approximate volumes.

Maniilaq Employees (*potential* patrons) Community/guest (noon generally)

1. Patient birthdays will be acknowledged by providing a birthday tray.
2. Special bereavement trays shall be available to patient family members following a patient’s death or when death is eminent. Only one bereavement service shall be allowed per patient. **A bereavement service shall consist of a tray of assorted regular sized sandwiches/pastries, coffee, water, juice, chips and cookies as deemed appropriate for the hour of the day.**
3. Contractor shall provide catered foods ordered by Maniilaq departments for special meetings and other program activities. Programs will submit catered orders in advance.
4. Contractor shall provide additional floor stock snack items as directed by the Director of Facility Support Services or his designee, and/or the Registered Dietitian. Floor supplies shall be transported from the Food Services facilities by Contractor personnel and stocked in the appropriate area by Contractor personnel. It shall be the responsibility of Contractor personnel to properly store and rotate the stock of floor supplies. Final distribution to patients shall be a non-Contractor function. Cleaning of the refrigerators shall be a non-Contractor function. The food stock will be shown as a separate item on the contractors invoice.
5. In the case of Maniilaq equipment failure lasting for an extended period of time, the Contractor shall use disposable items during the time equipment is out of service. Maniilaq shall reimburse the Contractor for the exact price of the disposable stock used; these items will be shown as separate item on the Contractor invoice.

# TECHNICAL EXHIBIT 3

MANIILAQ FURNISHED AND INSTALLED EQUIPMENT.

Provided upon request

# TECHNICAL EXHIBIT 4

REQUIRED SUBMITTALS AND ADMINISTRATIVE REPORTS

1. Monthly Quality Assurance Reports per Approved QA Plan
2. All Customer complaint forms and Contractor’s responses.
3. Employee Training and Development Reports.
4. Quality control quarterly records.
5. Quality Improvement quarterly reports.
6. Safety and sanitation Reports.
7. Minutes of employee meetings.
8. Accident reports and number of days lost time due to injury.
9. Quarterly report on the percent of service cost attributed to AN/AI.
10. Any other reports or submittals which the Facilities Support Services Director or designee deems appropriate and necessary to properly supervise the contract.

ENVIRONMENTAL SERVICES SERVICES

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

**Title**

1. General Requirements
2. Definitions
3. Properties and Services
4. Contractor Furnished Items
5. Handling of Supplies and Equipment
6. Personnel Management
7. Meetings
8. Security
9. Safety
10. Hours of Operation
11. Disaster Support and Contingency Plans
12. Review and Evaluate Operations
13. Correspondence Management
14. Environmental Services Requirements
15. Performance Standards
16. Other Requirements
    1. Cleaning Standards
    2. Schedule of Cleaning Tasks
    3. Inspection and Acceptance
    4. Equipment List

## General Requirements

The Environmental Services Contractor (Contractor) shall provide the managerial, supervisory, administrative, direct, and overhead personnel necessary to perform the work specified in this contract, including the provision of all labor, transportation, and equipment.

Floor plans are attached to identify spaces referenced in this contract. Changes to Requirements:

All references in this contract to policy & procedure, locations and functions of spaces are as they exist at the contract start date. These references may be modified by the Maniilaq Association, Maniilaq Health Center (MHC) when necessary, to adjust to changes in workload or types of service required. If the cost of providing services is affected by these changes, a contract modification will be issued in accordance with the "CHANGES" clause.

Maniilaq Health Center:

Cleaning of the entire hospital shall be accomplished on a 24 hour per day, 7 day per week schedule.

Village Clinic Sites (11):

Complete cleaning shall be accomplished between the hours of 8:00 am to 5:00 pm, Monday through Friday. Village clinic locations are in the villages of Ambler, Buckland, Deering, Kiana, Kivalina, Kobuk, Noatak, Noorvik, Point Hope, Shungnak and Selawik.

Old Court House (Public Health Nursing):

This includes cleaning all offices, public areas and clinical areas in the building. Cleaning is to be accomplished daily between the hours of 8:00am and 12 noon.

Activity Center:

Environmental Services contractor shall be responsible for cleaning 5 days per week, Monday through Friday.

Information Technology Building

Contractor shall be responsible for cleaning 5 days per week, Monday through Friday.

Frank R. Ferguson building:

Complete cleaning shall be performed daily between the hours of 4:30PM to 12:00AM and shall include project cleaning, including Atrium, art work and glass quarterly.

## Definitions – Technical

Blinds: A window covering or panel made of metal or other materials used to achieve privacy or block/filter light. Unlike drapes and curtains, blinds may be adjusted to allow varying degrees of light through slits in the light screening material.

Buffing: The process of achieving a degree of luster on floor finishes through the use of a low or medium speed buffing machine.

Burnishing: The process of achieving a "wet look" on floor finishes through the use of a high speed buffing machine. "Wet look" refers to a degree of luster that appears as if a thin layer of water were spread over the flooring material.

Carpet: A woven floor covering that is made from wool or synthetic fibers or combinations thereof. Carpet includes the terms "rug", "walk-off mat", and "runner".

Clinical Space: Those areas of the hospital, village clinics and Public Health Nursing clinic used for diagnosis, exam, minor procedures and treatment for patients (including but not limited to: Ambulatory Clinic, Acute Care Clinic, Emergency Department, Specialty Clinic, Radiology, Laboratory, etc.)

Contractor: That entity or its representative responsible for the delivery of the services or materials specified in this contract, as designated by contract award. The term Contractor as used herein refers to both the prime Contractor and any subcontractors. The prime Contractor shall insure that subcontractors comply with the provision of this contract.

Facilities Support Services Director: The individual appointed by Maniilaq Association as responsible for the administration of the contract.

Contractor Representative: That individual specifically appointed by the Contractor, either orally or in writing, who has been assigned responsibility for executing the requirements of this contract.

Curtain: A window covering or panel made of cloth or other materials used to achieve privacy or block/filter light.

Defective Service: A unit of service which contains one or more defects, non-conformance with specified requirements, or service that has not been performed prior to the Contractor's scheduled completion time. The Contractor shall re-perform all documented defective services, or perform all services documented as not being finished if directed by the Facilities Support Services Director.

Corridors: Any of the various hallways throughout the building used for patient, staff or materials movement.

Drape: A window covering or panel made of cloth or other materials used to achieve privacy or block/filter light.

Elevators: Any of the various transport lifts in the center, west and east ends of the hospital.

Emergency Response: A type of service call to clean a space or portion thereof that corrects an immediate safety hazard to patients, staff personnel, or visitors.

Equipment: A movable object, such as a vacuum, which is used to perform a procedure(s) that results in a work product.

Exterior Entrance Area: The entire area outside of an outer entry door up to 50 feet from the entry to building.

Fixture: An object, such as a machine, which by reason of being attached to real property (e.g., a building) is considered to be part of that real property. Fixtures include, but are not limited to, sinks; lavatories; commodes; urinals; soap, paper, towel, and other dispensers.

Furniture: A moveable object, such as a desk, which is used to equip a room or space to make that room or space usable for its intended purpose.

Glass: Any transparent or opaque surface, enclosure, divider, or mirror that is not specifically included in the definition "window." Glass is to be cleaned during scheduled Environmental Services service for the space in which it is located.

Hospital Infection Control Committee (ICC): A formal campus committee, that is responsible for monitoring the campus infection control program. Environmental Services is considered part of the total infection control program by the Joint Commission (JC).

Environmental Services: Environmental Services is comprised of three functions:

* 1. Cleaning: The removal of soil from all surfaces including but not limited to floors, carpets, stairs, walls, wall hangings, windows, furniture, fixtures, doors, appliances, equipment, and lamps. For wastebaskets, trash receptacles, and similar receptacles, cleaning includes removing the contents and delivering them to an authorized disposal system, as well as cleaning the containers for reuse. Cleaning is the primary responsibility of the Contractor.
  2. Protection: Preventing damage to surfaces and equipment caused by normal use or improper cleaning procedures. Protection is a secondary responsibility of the Contractor.
  3. Beautification: Beautification occurs as the result of cleaning and protection, at no additional cost to Maniilaq Association, and it is beneficial psychologically because it boosts the morale of patients, staff, and visitors.

Environmental Services Space: An area specifically designated for the storage of Environmental Services supplies and equipment.

Interior Entrance Area: An area located inside the outer entry doors, up to the area where the main corridor interior begins. The area is often separated by a set of interior doors.

Joint Commission (JC): A national organization dedicated to improving the care, safety, and treatment of patients in health care facilities, and publishers of the JC Manual on Accreditation of Hospitals.

Light Fixture: A fixture which includes ceiling lights, emergency exit lights, patio lights, outside entrance and loading dock lights, interior lighted signs, canopy lights, and all other lights, except desk, table, bed, floor, and delivery and operating room lights.

Non-Patient Care Space: An area primarily used by staff and support personnel, such as the medical library, medical records transcription, administrative offices, non-patient bedrooms, central appointments, and medical supply which are not routinely visited by patients. Non-patient care areas do not require maximum asepsis, but the Contractor shall use appropriate Environmental Services procedures that control infection and/or cross-contamination.

Patient Unit Checkout Service: Environmental Services within patient bed areas in single bedrooms using Environmental Services procedures appropriate to control infection and/or cross contamination. Environmental Services shall include all processes required to return the area to a clean environment, stripping of beds, and remaking of beds with clean linen. In single-bed rooms, or when the checkout leaves a multi-bed room empty, the bathroom shall also be cleaned. Complete checkout service shall be performed when the patient is discharged, when the patient is transferred to another room or area, when the patient is no longer required to be kept in isolation, or a condition during occupancy which causes the room to be inaccessible for scheduled cleaning.

Patient Wards: Areas of the hospital where inpatients are housed.

Project Work: Those large tasks that is required on an infrequent basis such as: floor stripping, carpet shampooing, window cleaning, etc. Project work is scheduled in section 16, shall be done more frequently than the minimums as required to achieve the acceptable hospital industry standards, or in the case of a spill or other unscheduled event.

Quality Assurance: The periodic examination and assessment of performance by Maniilaq Health Center to assure compliance with contract requirements.

Quality Control: The periodic examination and assessment of performance by the Contractor to assure compliance with written Contractor developed, MHC approved work instructions and procedures; and other contract requirements, including the documentation of assessment results.

Service Call: A service request to clean or restock a space or portion thereof at times other than those on an approved schedule. These calls may be emergency or routine (i.e., non-emergency) in nature, but cleaning cannot or should not wait until the next regularly scheduled Environmental Services cycle. Calls may be required for any classification of space and require the employment of Environmental Services procedures appropriate to the classification of the specific space.

Soil: Is dust, dirt, stains, grease, smudges, streaks, spots, lint, odors, pathogens, or any agent that is injurious to health. Soil can be visible, such as dust, or it can be invisible, such as pathogens and odors. Soil can be removed chemically, mechanically, or be a combination of chemical or mechanical methods. Mechanical soil removal is removing soil with a machine, such as a vacuum cleaner.

Space: A space is an area to be cleaned which may or may not be considered a room by common definition. Examples of spaces are definable sections of hallways, stairwells, patient rooms and cubicles, patient clinics, Environmental Services closets, and restrooms.

Special Care Space: An area requiring maximum aseptic Environmental Services techniques to minimize pathogens and prevent cross-contamination. These areas may include the emergency room, labor/delivery rooms, the nursery, recovery rooms, isolation units, patient observation units.

Spot Cleaning: The removal of soil or performance of a specific Environmental Services task on a specific surface(s) in a space or portion thereof using Environmental Services procedures appropriate to the classification of the specific space. Spot cleaning may be required in response to a service call.

Stairwell: A space containing a vertical shaft in which stairs are located. There may be one or more flight of stairs with connecting landings in the space. Stairwells are to be cleaned during scheduled Environmental Services at the frequency specified in section 16.

Trash Receptacle: A container, such as a wastepaper basket, designed for receiving dry trash.

Walk-off Mats and Runners: Non-permanent floor or carpet coverings normally placed at entrances and in high traffic areas.

Window: The largest opening in a wall which is intended to admit light and/or air bounded by a window manufacturer's frame. A window may contain glass.

## Property and Services

Administrative and Storage Areas: Maniilaq will provide office and equipment storage space for the Contractor's use. No alterations shall be made to these spaces without the written permission of the Facilities Support Services Director or designated representative. Each request shall be submitted to the Facilities Support Services Director or designated representative, in writing, for approval. Any such modifications or alterations shall be made at the expense of the Contractor. Upon completion or termination of the contract, the Contractor shall return all facilities and furnishings in the same condition and quality as received, fair wear and tear excepted.

Utilities: Maniilaq will furnish the utilities required to perform work under the contract at no cost to the Contractor.

Telephone service: Local telephone service shall be provided by Maniilaq. Use by the Contractor is limited to those calls required to perform the services identified herein.

Protective Clothing: When required and supplied by Maniilaq, personnel shall wear special protective clothing and shoe covers while working in designated areas. These items shall remain the property of Maniilaq and shall not be removed from the facility. They shall be used as specified by Maniilaq, and then turned in or destroyed, as directed by the Facilities Support Services Director or designated representative.

Trash and Waste: Removal of trash and waste from bulk storage containers (e.g. dumpsters) will be provided by Maniilaq. All boxes will be broken down to minimize wasted space in the dumpster. Trash in the village clinics must be taken to the landfill with a Maniilaq Staff representative to drive the vehicle.

Mail Service: Internal interdepartmental mail service will be provided by Maniilaq.

Equipment: Contractor will be responsible to provide all equipment required for performance of this contract. Initially, Maniilaq will permit Contractor use of existing Maniilaq owned equipment for performance of this contract. However, Maniilaq will not be responsible for repair or replacement of any Maniilaq owned equipment used by the Contractor.

Electrical Equipment: All electrically operated equipment shall be equipped with hospital quiet-type motors, be third-wire grounded, and be equipped with an appropriate length of Underwriters Laboratories (UL) approved three conductor cord. The cord shall be permanently attached to the machine. The equipment shall be compatible with existing sources of MHC

furnished electrical power. All vacuums and floor equipment must meet standards for hospitals.

Safety and Inspections: Equipment shall be in good repair and shall comply with all OSHA standards, MHC safety standards and all JC standards for non-clinical electrical equipment. Any equipment which the Facilities Support Services Director or designated representative considers in disrepair or unsafe shall be promptly removed from service. MHC will provide necessary replacement equipment. Replacements will be equivalent equipment that is in good repair and meets the specifications contained herein. All electrical equipment shall be inspected at least annually and after maintenance work is performed. An inspection sticker or other means of visible external identification that the inspection has been performed shall be affixed to each piece of electrical equipment used in MHC.

Bumper Guards: All wheeled and movable equipment shall be equipped with protective, non-marking wheels and rubber bumpers or guards around the entire perimeter, except for

fiberglass trash receptacles. No part of the equipment, except handles, shall protrude beyond the rubber bumpers. Bumpers and guards shall be maintained in good repair at all times. Equipment with improper bumpers or guards shall be removed from service immediately and shall not be used until repaired. Any repairs to MHC property required, as a result of improperly protected equipment or Contractor carelessness shall be made at the Contractor's expense.

Supplies, Materials, Equipment and Personnel: Maniilaq will provide the following to be used by the Contractor in performing the services required by this contract.

1. One computer, monitor connected to a printer, fax machine.
2. Solution Center in each janitor closet.
3. Key box and keys for areas receiving Environmental Services services.
4. Walk-off mats and runners.

## Contractor Furnished Items

The Contractor shall furnish and maintain all personnel, uniforms, equipment, materials and supplies necessary to perform all services required in this contract at no cost to Maniilaq.

Personnel: Contractor will provide all Environmental Services employees and management. Maniilaq estimates 15 FTE personnel are required for Kotzebue based services and 11 FTE for village based services under this contract. The contractor must use these personnel consistent with state, federal and Maniilaq guidelines. A wage range scale will be submitted within the RFP.

Supplies: Contractor will provide all supplies to include: all cleaning supplies, all paper products, all trash bags, all office supplies. MHC must approve all supplies used in performance of this contract. The contractor shall work jointly with Maniilaq to identify the most cost effective supplies to be utilized. A list of such supplies will be provided in this RFP list of required materials to complete work will be submitted (i.e. chemicals, paper products etc.) Maniilaq may order supplies on the contractor’s behalf should it be found to be most cost effective.

Uniforms: The Contractor shall furnish uniforms to the Environmental Services staff at no cost to Maniilaq. Uniforms will be replaced as necessary to maintain a clean and professional appearance and laundered by Maniilaq Laundry.

Employee Identification: All Contractor employees shall wear Maniilaq Health Center provided identification badges while on duty.

Approval of Supplies and Equipment: All Contractor proposed supplies and equipment must conform to applicable technical provisions and specifications common to standard Environmental Services practices and must be a suitable type or grade for the required Environmental Services tasks. Prior to use, the Contractor shall provide all applicable Safety Data Sheets (SDS) for supplies to the Facilities Support Services Director. No materials bearing an Interstate Commerce Commission (ICC) red label shall be used. The SDS list shall be a part of the Contractor's instructions and procedures manual. All material shall comply with Fire and Safety Regulations. No flammable liquids or acids are permitted without approval of the Facilities Support Services Director. Any new item of material, supplies, or equipment shall be submitted to the Facilities Support Services Director or designated representative for review prior to use for Maniilaq.

**\*\*Note\*\*** Abrasives or any other cleaning supplies or equipment, which could cause damage to Maniilaq property, shall not be used.

Equipment Standards: All original and replacement equipment introduced into MHC shall be in proper working order, as specified by the equipment manufacturer, and shall be cleaned with a disinfectant detergent free of soil prior to introduction into MHC. All equipment removed from a designated use area shall be cleaned with a disinfectant detergent prior to its removal from and reintroduction into the area.

Handles: Contractor shall assure that handles over 48 inches in length are capped with

non-marking rubber, vinyl, or plastic tips to prevent the marking or scaring of walls or other surfaces in the MHC. (For mops, brooms, etc.)

Vehicle: It is expected that the contractor will own and maintain their own vehicle for their day to day use to perform the duty of this scope of work. Including fuel and oil.

## Handling of Supplies and Equipment

Supplies and equipment designated for use in specific areas of MHC facility shall be stored and used only in the designated area. All items assigned to a specific area shall be plainly marked with that area's designation. These markings shall be permanent.

All equipment shall be cleaned and sanitized by the Contractor with a disinfectant/detergent, product, as appropriate, prior to introduction or re-entry into MHC. In addition, project-cleaning equipment, being moved within the facility, must be cleaned, as defined above, prior to entry into or removal from each classification of space and between designated use areas.

All containers of cleaning chemicals and similar products shall be conspicuously marked with a factory label, to identify contents, and all other labels shall be removed.

Supplies shall be transported in carts designed for supply movement (e.g., Environmental Services carts), not in trash barrels, nor mop buckets. All materials not immediately in use shall be properly stored in designated storage spaces provided by MHC.

## Personnel

The Contractor shall furnish all personnel to accomplish the work required by this agreement. All Contractors personnel shall read, write, speak, and understand English. Preference shall be given to Alaska Native/American Indian applicants for all positions. Every employee hired by the contractor shall complete the Maniilaq Association employee background check will be completed by Maniilaq Association but the determination of hire will be made by the Contractor drug test will be completed by Maniilaq Association.

Contract employees will show proof of immunization for rubella, mumps, chicken pox, TB, and any other immunizations and screenings designated by the current Maniilaq Employee Health/ Infection Control Program. It shall be the responsibility of the Contractor to provide all necessary screenings and immunizations at no cost to Maniilaq. These services will be provided by Maniilaq for the contractor for a set fee of $150 per employee, if desired by the contractor.

Roster: The Contractor shall maintain a roster of contractor employees. The roster shall list the name and job title of each employee. The Contractor shall provide a copy of the personnel roster and changes thereto to the Facilities Support Services Director or designated representative.

Discipline: The Contractor’s employees must abide by all applicable Maniilaq Association policies and procedures. The Contractor shall take prompt, appropriate action in all instances of employee misbehavior that may reflect adversely on Maniilaq Association. Maniilaq Association policies and procedures can be obtained from the Facilities Support Services Director.

Removal of Contractor Employees: All personnel employed by the Contractor in the performance of this contract, or any representative of the Contractor entering Maniilaq facilities shall abide by all security regulations of the facility and shall be subject to such checks as may be deemed necessary. Maniilaq Association reserves the right to direct the removal of any of the Contractor’s employees for misconduct, security reasons, any overt evidence of communicable disease or any other reason determined by the Facilities Support Services Director. Removal of the Contractor’s employees for reasons stated above does not relieve the Contractor from responsibility for total performance. When an employee is removed the Facilities Support Services Director will be notified in writing.

Employee Schedules: The Contractor shall prepare and maintain employee schedules for all employees to ensure that proper coverage is maintained. Permanent changes to employee schedules shall be provided to the Facilities Support Services Director or designated representative as they occur.

Management: The Contractor shall provide a minimum of one manager on-site. Certification with the International Executive Housekeepers Association, Inc. (IEHA) or equivalent, or American Society for Healthcare Environmental Services is required for the on-site manager to hold. Manager/s will provide weekend on-call duties. Managers shall not use Maniilaq resources for any activities not associated with this contract.

## Qualifications:

Environmental Services Manager:

Duties: The Environmental Services Manager is responsible for the management of day to day operations. This person shall be responsible for the supervision and training of contract employees to ensure compliance with all provisions of this contract. He/She shall have at least 5 years’ experience in healthcare Environmental Services, at least 3 of which are in management or supervision.

Health Facility Experience: The Environmental Services Manager shall have at least five years of prior experience in a health care facility. He/She must have participated in, and successfully satisfied the requirements of a Joint Commission (JC) survey during that five (5) year period and shall have demonstrated the following abilities:

The ability to supervise a Environmental Services labor force and intermediate supervisors in a health care facility Environmental Services program.

The ability to plan and deliver a health care facility Environmental Services training program. Practical knowledge and understanding of the use of cleaning and sanitizing agents in preventing and/or controlling the spread of infection in a health care facility.

Practical knowledge of the organization and functions of a health care facility and the relationship of environmental sanitation to these functions.

Ability to assist in the development of department policies and priorities.

Ability to use computer and develop spread sheets and detailed reporting.

Prior to assigning an individual to the position of Environmental Services Manager, a detailed plan for training and career development will be assured by Contractor in writing.

Work Leaders: The Contractor shall appoint work leaders for each work shift. The work leader shall represent the Contractor as a first line supervisor, and shall be capable of understanding and implementing all requirements of this contract.

Prior to assigning an individual to the position of work leader, a detailed plan for training and career development plan will be assured by Contractor.

Work Schedule: The name and work schedule of each work leader and their alternate shall be provided to the Facilities Support Services Director or designated representative in writing. This requirement applies to replacement work leaders and when changes are made to the original listing.

General Qualifications: All positions are considered “covered or sensitive positions” under Public Law 101-630, the Indian Child Protection and Family Violence Act. All contractor personnel must meet the requirements of this act.

## Training

The Contractor shall have a training and development plan that assures that they are in compliance with current OSHA standards. Cost for all initial and developmental training programs will be the responsibility of the Contractor. The Contractor shall maintain and update these plans throughout the life of this contract and shall submit the plan to the Facilities Support Services Director or designated representative for review when requested.

Initial Training: All employees shall receive intensive training in health care facility Environmental Services. Training shall include, at a minimum, the following topics:

* Familiarization with all written Contractor technical and quality control procedures and instructions.
* Basic bacteriological concepts, including how disease is caused, transmitted, and prevented, reduced, or contained through proper Environmental Services methods.
* Infection control, relating duty functions to all requirements of this contract.
* Proper use and handling of germicidal detergents, supplies, and equipment.
* Care and maintenance of Contractor and Maniilaq furnished property.
* Procedures for replenishing cleaning supplies and obtaining equipment repairs.
* Familiarization with Maniilaq fire prevention, safety, and security procedures.
* Familiarization with applicable Maniilaq regulations and policies, including fire prevention, safety, and current disaster plans.
* Role of Environmental Services in the health care facility, its effect on the health and well-being of patients.

Each employee shall receive, at a minimum, two hours of developmental training per month throughout the contract period. Training shall include a review of selected topics in the initial training program.

Developmental training shall be structured to correct deficiencies in employees' performance found as a result of supervisory review, the Contractor's Quality Control Program, and/or Maniilaq Quality Assurance Program.

Training Support: If requested by the Contractor, the Facilities Support Services Director or designated representative will arrange for training space, on Maniilaq premises.

Training/Competency Records: Records of all employee training/competency, including attendance rosters, shall be maintained by the Contractor and shall be furnished to the Facilities Support Services Director or designated representative for review when requested.

## Personal Hygiene

Environmental Services personnel shall be clean and wear a clean uniform at all times when on duty. Fingernails shall be clean and free of dirt, and hair shall be neatly trimmed and combed.

## Health Requirements

Physical Examinations: The Contractor shall employ personnel who are medically fit. Personnel must receive medical clearance prior to starting work. The Contractor shall be responsible for the cost and completion of initial and subsequent annual physical examinations for Contractor employees. These examinations shall provide, as a minimum, statement from a qualified health care provider that the employee is currently free of communicable diseases. Maniilaq reserves the right to examine or re-examine any contract employee.

Reporting Requirements. The Contractor shall report to the Facility Support Services Director or designated representative all occupational health and preventive medicine information required for complying with current JC health records documentation requirements.

Health Maintenance. The Contractor shall refer all employees alleging health problems to a qualified health care provider for diagnosis and treatment. If such an employee is absent for three working days or more due to illness, the Contractor shall require the employee to furnish written certification from a qualified health care provider. This will state that the employee is currently free of all communicable disease(s) and is fit to return to work in the hospital. Maniilaq reserves the right to examine or re-examine any Contractor employee. All Employee illnesses must be submitted to Maniilaq Employee Health.

## Meetings

The Environmental Services Manager shall take an active role in the department & shall designate a representative to the Infection Control Committee.

When scheduled through the Facilities Support Services Director or designated representative, the Contractor shall attend other meetings related to the performance requirements of this contract.

Performance Evaluation Meetings. The General Manager or their designee shall be required to meet at least monthly with the Facilities Support Services Director or his designated representative. Written performance reports are required. The Contract Manager shall meet at least quarterly with the Maniilaq Contracting Officer or his representative.

## General Security

The Contractor shall comply with all Maniilq security requirements. Upon written request, by the Facilities Support Services Director or designated representative, the Contractor shall submit a list of the names and addresses of all employees hired to perform the work specified in this contract, and shall require these employees to complete questionnaires and other forms required by MHC for security purposes.

ID Badges: All Contractor personnel shall obtain Maniilaq ID badges. Maniilaq will issue ID badges without charge to the Contractor. Contractor employees shall wear the Maniilaq furnished badge on the front of their outer clothing, except for protective clothing. When an employee leaves the Contractor's employment, the Contractor shall return badge of the employee issued by

MHC to the Facilities Support Services Director or designated representative within 24 hours after termination of their employment.

Maniilaq Association Orientation: Prior to the start of this contract all Contractor employees shall have attended the required Maniilaq orientation. No new employee may begin work without attending required orientation unless they have the express written approval of the Facilities Support Services Director and Maniilaq HR. As part of the orientation, all contract employees will be required to pass a drug test and fingerprint/background investigation as required by Maniilaq Association. Cost of the drug testing and fingerprinting/background investigation shall be the responsibility of the Contractor.

Consequences of Illegal Activities: Contractor employees who are found in violation of Maniilaq Association security regulations or Personnel Policies, will be immediately removed from the station and barred from performing further work under this contract.

Loitering: Contractor employees shall not loiter on the station grounds when in a non-duty status. After completing assigned work shifts, all Contractor personnel shall promptly depart the station.

## Physical Security

Keys: The Contractor will be provided keys or allowed access to all buildings and rooms requiring Environmental Services services. Maniilaq may choose to accompany Environmental Services personnel when in certain secured areas. Keys provided to the Contractor shall not be duplicated or removed from the premises. All keys not issued for the day shall be retained in the designated locked key box furnished by the Contractor. Only the Environmental Services Manager and work leaders will be issued a master key, and it shall be in their possession while they are on duty. Any keys lost by Contractor personnel shall be replaced by Maniilaq at the Contractor's expense. In the event a master key is lost or duplicated, all locks and keys on that lock system will be replaced by Maniilaq, and the total replacement cost will be deducted from the monthly payment due to the

Contractor unless the employee losing the key is an IPA Federal employee. If a key to a single area is lost, the lock for that area will be replaced by Maniilaq, and the total replacement cost shall be deducted from the monthly payment due to the Contractor. Written procedures covering key control will be included in the Contractor's instructions and procedures manual. The Contractor shall immediately report the occurrence of a lost key to the Facilities Support Services Director or designated representative during regular working hours or security, outside of normal working hours.

Securing Spaces: Environmental Services employees shall not allow anyone to use any key in their possession. They shall not open locked areas to permit entrance by persons other than Environmental Services employees performing assigned duties. All areas that are to be locked shall not be left unattended during the cleaning process and shall be re-locked by Environmental Services personnel after completion of Environmental Services duties. Environmental Services personnel shall turn off all lights in all unoccupied areas. When Environmental Services personnel open windows, they shall close the windows before leaving the area.

Reporting Defective Security Systems: If any difficulty is encountered in keeping areas locked or windows closed and locked, the Facilities Support Services Director or designated representative shall be notified during regular working hours, or security outside of regular working hours.

## Safety

Work Methods: All work performed in delivering the services specified in this contract shall comply with applicable Federal, State, and local safety regulations. Contractor personnel will follow and comply with all OSHA standards for all work performed.

Failure to Comply: If the Contractor fails or refuses to promptly comply with applicable safety directives the Facilities Support Services Director or designated representative may issue an order stopping the unsafe work until satisfactory corrective action has been taken by the Contractor.

None of the time lost as a result of such a work stop order shall be made the subject of a claim for extension of time or for excess costs or damages to the Contractor.

Incident Reporting: The Contractor shall report all occupational exposures and all incidents resulting in death, trauma, or occupational disease to the Facilities Support Services Director or designated representative. All incidents shall be reported within 24 hours of their occurrence. The Facilities Support Services Director or designated representative may require the Contractor to complete certain forms to document exposures and/or accidents. The Contractor shall complete these forms promptly, at no additional cost to Maniilaq.

## Hours of Operation

Regular Hours:

Maniilaq Health Center 24 Hours/ Seven days a week

Village Health Clinics Monday – Friday 8AM to 5:00PM Maniilaq Public Health Nursing Monday – Friday 8AM to 5:00PM Maniilaq Day Care Monday – Friday 8AM to 5:30PM

Frank R Ferguson Building Monday – Friday 8AM to 5:00PM

Maniilaq IT Building Monday – Friday 8AM to 5:00PM

Maniilaq Activity Center 24 Hours/ Seven days a week

Recognized Holidays:

Holidays which Maniilaq recognizes are New Year's Day, Martin Luther King, Jr's. Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Della Keats Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Emergency Services:

On occasion Maniilaq may require the services of the Contractor to support the activation of contingency plans or to conduct an exercise of contingency plans outside of the regular duty hours.

## Disaster Support/Contingency Planning

The Contractor shall be familiar with the Maniilaq Health Services Emergency Operations Plan and shall participate in exercises, at no additional cost to Maniilaq.

The Contractor shall establish an emergency recall system for Environmental Services employees who may be required to work in the event of a disaster or contingency operation. The Contractor's emergency recall system shall require that the Facilities Support Services Director or designated representative notify only one Contractor representative of a disaster situation or contingency operation to initiate the Contractor's recall system.

The Contractor's instructions and procedures manual shall include written guidance on the services that are anticipated to be required of Contractor personnel during various disaster scenarios and contingency operations.

## Review and Evaluations of Operations

Environmental Services Schedules: Fixed-Price Work. One week prior to the start date of the contract, the Contractor shall provide to the Facilities Support Services Director or designated representative for approval, a planned schedule for performing routine Environmental Services services in the spaces listed in Attachment. Once approved by the Facilities Support Services Director, all routine Environmental Services tasks shall be performed at the frequencies and within the time periods specified in the schedule. Schedules shall be strictly adhered to in order to facilitate MHC’s inspection of the work.

Project Work: Schedules for project work shall be submitted to the Facilities Support Services Director for approval.

Inspections: The Contractor shall, on a daily basis, tour all areas for which the Contractor is assigned responsibility under this contract and shall carefully inspect the quality of Environmental Services operations and the status of MHC furnished equipment. Findings, including discrepancies, shall be documented. The Contractor shall initiate prompt action to correct identified discrepancies. When facilities defects are found, these defects shall be reported, in writing, to the Facilities Support Services Director or designated representative during regular working hours.

Documentation: The Contractor shall document monthly an assessment of compliance with the Contractor's Quality Control Plan. Monthly documentation shall include, at a minimum, a statement of the degree of compliance with pre-established criteria, recommendations for changes in work methods, and plans of action and milestones to correct identified discrepancies.

Review of Documents: The Contractor shall provide copies of documents required above to the Facilities Support Services Director or designated representative and inspecting agencies, such as the JC for review, when requested.

## Correspondence Management

Maintenance of Files: The Contractor shall maintain files of documents and information pertinent to the Environmental Services program. These files shall be made available to the Facilities Support Services Director or designated representative for review. Files shall include:

* Reports of inspections and/or audits conducted by external agencies other than the MHC.
* Reports of inspections and/or audits conducted by the MHC.
* Reports of inspections and/or audits conducted by the Contractor.
* A complete set of current Contractor standard operating procedures for all areas of the Environmental Services program for which the Contractor is responsible.
* Reports of quality assessment program and quality improvement specifications.
* Employee Training/Competency files

## Environmental Services Requirements

Space Cleaning: The Contractor shall clean all spaces in accordance with the Contractor's written Environmental Services instructions and procedures as approved by the Facilities Support Services Director. The Contractor's MHC approved procedures and Quality Control Program must describe the Environmental Services and quality control methods that the Contractor will use to perform all services and ensure performance of all services necessary to achieve a clean environment. The Contractor shall schedule the phasing of Environmental Services for all areas with assurances that Environmental Services services meet the MHC free of soil standard.

Patient Unit Checkout Service: Patient unit checkout service is required as follows:

* When the patient's inpatient stay has ended.
* When the patient is transferred to another room or area.
* Daily (7 days a week) in MHC on call rooms.

Service Calls: The Contractor shall respond to service call work when requested within the response times specified in paragraph section 16. Once at the site, the work shall continue until completion. Service calls include restock of restroom supplies.

Additional requirements can be found in SECTION C: SCHEDULE OF CLEANING TASKS

## Performance Standards

The Contractor shall perform the work under this contract as follows:

Patient Unit Checkout Cleaning and Service Calls (Linen calls included):

20 minutes from notice (24 hours/day, 7 days/wk.)

Cleaning and Miscellaneous Cleaning:

AREA MINIMUM CLEANING FREQUENCY

## Maniilaq Health Center

Special Care Areas Once per day seven (7) days per week & after each case. 24

hour coverage is required in the ER and L&D.

Inpatient Once per day seven (7) days per week; After Every Patient Discharge Term Clean

Clinical space Once per day when in operation Public Entrances/Elevators Twice per day seven (7) days per week Stairwells Twice per day five (5) days per week All office and admin areas Once per day five (5) days per week Public Areas/corridors/Restrooms Two per day seven (7) days per week

Village Health Clinics

Public Entrances Once per day five (5) days per week Public Areas/corridors/Restrooms Once per day five (5) days per week Clinical space Once per day five (5) days per week All office and admin areas Once per day five (5) days per week

Public Health Nursing/ Old Court House

Public Entrances Once per day five (5) days per week Public Areas/corridors/Restrooms Once per day five (5) days per week Clinical space Once per day five (5) days per week All office and admin areas Once per day five (5) days per week

Child Advocacy Center

Term Clean Once per Week

FRF Building

Public Entrances Once per day five (5) days per week Public Areas/corridors/Restrooms Once per day five (5) days per week All office and admin areas Once per day five (5) days per week

Maniilaq Activity Center

Public Entrances Once per day seven (7) days per week Public Areas/corridors/Restrooms Once per day seven (7) days per week All office and admin areas Once per day five (5) days per week Fitness center Once per day seven (7) days per week

Maniilaq Information Technology Offices

Public Areas/corridors/Restrooms Once per day five (5) days per week All office and admin areas Once per day five (5) days per week

Cleaning frequencies may be changed at the discretion of the Contracting Officer in consultation with the Facilities Support Services Director.

Projects:

Miscellaneous Projects Minimum Frequency

Floor Stripping, Waxing, and Sealing 2 times per year

Carpet Shampooing 2 times per year

Wall

Cleaning Monthly

Interior windows 4 times per year

Interior vent Cover Cleaning 4 times per year

Blind Cleaning 4 times per year

Tasks shall be done more frequently than the minimums as required to achieve the acceptable hospital industry standards, or in the case of a spill or other unscheduled event.

Exterior Windows is completed by MHC Engineering Pathological and Contaminated/isolation Waste:

All pathological and contaminated/isolation waste generated by the facilities shall be collected and delivered by the Contractor to the designated contaminated trash storage area in accordance with facilities contaminated waste directives.

## Other Requirements

Occupied patient beds shall be moved to accomplish required Environmental Services only when Contractor employees are being assisted by Maniilaq Health Center medical personnel.

Movement and Cleaning of MHC Furniture and Equipment:

The following equipment shall be cleaned or otherwise moved by Contractor personnel: Medical, dental or laboratory instruments and equipment, patient physiological monitoring equipment, equipment used in the diagnosis and/or treatment of patients. Respirators, air tanks, IV poles and similar equipment shall only be cleaned when not in use. Patient IV poles, wheelchairs, mayo stands, exam tables, chairs, desks, dental chairs shall be cleaned in accordance with the Contractor’s written procedures and instructions when not in use.

# SECTION B

## Cleaning Standards

The following cleaning standards that shall be used by the Contract Manager during periodic quality assurance inspections, to assess the quality of cleaning performance.

Cleaning procedures shall assure that no damage occurs to any Maniilaq equipment or facility.

## Entrances

**Mats and Carpet** - Shall be free of spots, stains, gum, dirt and debris. They shall appear visibly and uniformly clean. Adjoining walls, doors and floor surfaces shall also be free of dust, soil and cleaner residue.

**Glass and Metal Surfaces** - Shall appear streak-free, film-free and uniformly clean. This shall include the elimination of dust and soil from sills and ledges and heat registers.

**Corners/Thresholds** - Shall be free of dust, dried-soil, crud, finish build-up and debris. These areas shall appear visibly and uniformly clean. This shall include the elimination of cleaner residue and dried-slurry.

**Floors** - Shall be free of dust, dried-soil, gum, spots, stains and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that result in a consistent high- shine. Floors shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film.

**Walls and Fixtures** - Shall be free of dust, dried-soil and soil. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks and cleaner residue.

## Elevator

**Tracks -** Shall be free of dirt and debris. Tracks shall appear visibly clean. This shall include the elimination of standing water from wet cleaning procedures.

**Lights** - Shall be free of dust and soil and stains. Diffusers shall remain in proper position; they shall appear streak-free, film free and uniformly clean.

**Walls and Doors** - Shall be free of dust, soil, spots and stains. They shall appear streak-free, film-free and uniformly clean. Bright metal surfaces shall be polished to a high-shine. Bright metal surfaces shall be polished to a high shine. This shall include the elimination of polish residue and/or film.

**Floors and Carpet** - Shall be free of dust, dried soil, soil, gum, spots, stains and other

debris. Hard/resilient floors shall have multiple coats of a slip resistant seal and finish applied that result in a consistent high-shine. Floors and carpet shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue, embedded soil and foreign objects.

## Corridors

**Floors** - Shall be free of dust, dried-soil, gum, spots, stains and debris. Hard/resilient

floors shall have multiple coats of a slip-resistant seal and finish applied that results in a consistent high-shine. Floors shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film.

**Walls and Fixtures** - Shall be free of dust, dried-soil and soil. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks and cleaner residue.

**Water Fountains** - Shall be free of dust, soil, scale and water spots. Bright work shall be disinfected and polished to a streak-free shine. Water fountains shall appear visibly and uniformly clean. This shall include the elimination of film and cleaner residue.

## Stairwells

**Rails and Walls** - Shall be free of dust and dried-soil. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks, lint, standing water, cleaner residue or film.

**Steps and Landings -** Shall be free of dust, dried soil, gum, stains and debris. This shall include risers and cove bases. These surfaces shall appear uniformly smooth and clean without leaving dust streaks, lint, standing water, cleaner residue or film.

## Restrooms

**Dispensers** - Shall be free of dust, dried-soil and mold. These surfaces shall appear visibly and uniformly clean and disinfected. This shall include the elimination of film, streaks and cleaner residue. Paper product dispensers shall be refilled when required with proper expendable supply item. Soap dispensers shall be supplied and refilled by the Contractor.

**Hardware** - Shall be free of dust, soil, mold and scale. Bright work shall appear visibly and uniformly clean, disinfected and polished to a streak-free shine. This shall include the elimination of polish residue.

**Sinks** - Shall be free of dust, mold, soil, cleaner residue and soap film. They shall appear visibly and uniformly clean, and polished-dry. This shall include the elimination of streaks, embedded soil, film and water spots.

**Mirrors** - Shall be free of dust and soil. Mirrors and surrounding metal framework shall appear streak-free, film-free and uniformly clean.

**Toilets and Urinals** - Toilets, toilet seats and urinals shall be free of dust, bacteria, soil, organic matter, cleaner residue and scale. These fixtures shall appear visibly and uniformly clean, disinfected and polished-dry. This shall include the elimination of streaks, film and water spots.

**Partitions** - Shall be free of dust, soil and graffiti. Partitions shall appear visibly and uniformly clean, disinfected and polished-dry. This shall include the elimination of streaks and film.

**Waste Containers** - Contents shall be removed from waste containers and can liners replaced. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear

visibly and uniformly clean. This shall include the elimination of streaks, foodstuff and the presence of an offensive odor emitting from the container.

**Walls and Doors** - Shall be free of dust, soil, spots and stains. These surfaces shall appear visibly and uniformly clean/disinfected. This shall include the elimination of film, streaks and cleaner residue. Ceramic walls and wainscots; and metal kick plates, handles and push plates on doors shall also be polished-dry.

**Floors and Baseboards** - Shall be free of dust, soil, gum, stains and debris. Floors shall have multiple coats of a slip-resistant seal/finish applied that results in a consistent shine. Floors and cove bases shall appear visibly and uniformly clean and disinfected. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film.

**Air Vents** - Shall be free of dust and soil. This also pertains to air distribution units and exhaust vents. They shall appear visibly and uniformly clean.

**Light Fixtures** - Shall be free of dust and soil. Diffusers shall remain in proper position, and appear streak-free and uniformly clean.

## Offices

**Furniture and Equipment** - Shall be free of dust, dried-soil and soil. They shall appear visibly and uniformly clean. This shall include the elimination of cleaner residue, streaks and film.

**Telephones** - shall be free of dust and soil. They shall appear visibly and uniformly clean, and polished-dry.

**Lamps** - Shall be free of dust, dried-soil and soil. Lamps shall appear visibly and uniformly clean. This shall include the elimination of streaks, cleaner residue and film.

**Light Fixtures** - Shall be free of dust and soil. Diffusers shall remain in proper position, and appear streak-free and uniformly clean.

**Walls and Doors** - Shall be free of dust, dried-soil and soil. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks and cleaner residue.

**Waste Containers** - Contents shall be removed from waste containers and can liners replaced, as required. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This shall include the elimination of streaks, foodstuff and the presence of an offensive odor emitting from the container.

**Partitions** - Shall be free of dust, soil and graffiti. Partitions shall appear visibly and uniformly clean. This shall include the elimination of streaks, film and cleaner residue.

**Floors, Carpet and Baseboards** - Shall be free of dust, dried-soil, soil, gum, spots, stains and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that result in a consistent high-shine. Floors and carpet shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust, streaks, lint, standing water, cleaner residue, embedded soil and foreign objects. Cleaning of the carpet and hard

surface flooring shall be in compliance with the manufacture’s recommendations, “Section C”.

## Clinical Areas

**Dispensers** - Shall be free of dust, dried-soil and mold. These surfaces shall appear visibly and uniformly clean and disinfected. This shall include the elimination of film, streaks and cleaner residue. Paper product dispensers shall be refilled when required with proper expendable supply item. Soap dispensers shall be supplied and refilled by the Contractor.

**Medical Equipment and Furniture** – shall be free of dust, dried-soil and mold. These items shall appear visibly and uniformly clean and shall be disinfected with an appropriate germicidal agent.

**Hardware** - Shall be free of dust, soil, mold and scale. Bright work shall appear visibly and uniformly clean, disinfected and polished to a streak-free shine. This shall include the elimination of polish residue.

**Sinks and Countertops** - Shall be free of dust, mold, soil, cleaner residue and soap film. They shall appear visibly and uniformly clean, disinfected and polished-dry. This shall include the elimination of streaks, embedded soil, film and water spots.

**Waste Containers** - Contents shall be removed from waste containers and can liners replaced. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This shall include the elimination of streaks, foodstuff and the presence of an offensive odor emitting from the container.

**Walls and Doors** - Shall be free of dust, soil, spots and stains. These surfaces shall appear visibly and uniformly clean/disinfected. This shall include the elimination of film, streaks and cleaner residue. Metal kick plates, handles and push plates on doors shall also be polished-dry.

**Floors and Baseboards** - Shall be free of dust, soil, gum, stains and debris. Floors shall have multiple coats of a slip-resistant seal/finish applied that results in a consistent shine. Floors and cove bases shall appear visibly and uniformly clean and disinfected. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film.

**Air Vents** - Shall be free of dust and soil. This also pertains to air distribution units and exhaust vents. They shall appear visibly and uniformly clean.

**Light Fixtures** - Shall be free of dust and soil. Diffusers shall remain in proper position, and appear streak-free and uniformly clean.

## Special Care Areas

Environmental Services personnel shall be trained in proper sanitizing procedures before being assigned to these areas. These areas require maximum aseptic cleaning techniques and

procedure all times. Critical areas include, but are not limited to: the Specialty Clinic and Labor & Delivery suites, the newborn nursery, the E.R. (Emergency Room), the CSS (Central Sterile Supply) and isolation patient rooms.

## All Areas require:

**Dispensers** - Shall be free of dust, dried soil and mold. These surfaces shall appear visibly and uniformly clean and disinfected. This shall include the elimination of film, streaks and cleaner residue. Paper product dispensers shall be refilled when required with the proper expendable supply item. Soap dispensers shall be filled by the Contractor.

**Medical Equipment and Furniture** – shall be free of dust, dried-soil and mold. These items shall appear visibly and uniformly clean and shall be disinfected with an appropriate germicidal agent.

**Hardware** - Shall be free of dust, soil, mold and scale. Bright work shall appear visibly and uniformly clean, disinfected and polished to a streak-free shine. This shall include the elimination of polish residue.

**Sinks and Countertops** - Shall be free of dust, mold, soil, cleaner residue and soap film. They shall appear visibly and uniformly clean, disinfected and polished-dry. This shall include the elimination of streaks, embedded soil, film and water spots.

**Waste Containers** - Contents shall be removed from waste containers and can liners replaced. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This shall include the elimination of streaks, foodstuff and the presence of an offensive odor emitting from the container.

**Walls and Doors** - Shall be free of dust, soil, spots and stains. These surfaces shall appear visibly and uniformly clean/disinfected. This shall include the elimination of film, streaks and cleaner residue. Metal kick plates, handles and push plates on doors shall also be polished-dry.

**Floors and Baseboards** - Shall be free of dust, soil, gum, stains and debris. Floors shall have multiple coats of a slip-resistant seal/finish applied that results in a consistent shine. Floors and cove bases shall appear visibly and uniformly clean and disinfected. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film.

**Air Vents** - Shall be free of dust and soil. This also pertains to air distribution units and exhaust vents. They shall appear visibly and uniformly clean.

**Light Fixtures** - Shall be free of dust and soil. Diffusers shall remain in proper position, and appear streak-free and uniformly clean.

**Crash Carts** – Shall be dusted and wiped down as needed. No equipment on these carts will be moved by Environmental Services personnel.

**Newborn nursery –**Daily cleaning routines should be scheduled (if possible) at a time when most infants are out of the nursery in order to minimize personnel contact and exposure of the infants to disinfectants. Bassinets and isolates shall be wiped down with disinfectant by Environmental Services after each patient.

**Labor and Delivery-** Personnel assigned to the L&D department shall wear an

appropriate scrub gown/suit and shall cover with a lab coat when leaving the department. The Environmental Services personnel shall be trained in proper procedures for the cleaning and proper set up of delivery rooms. All floors and walls, with particular attention to air ducts, sills, and other crevices shall be subject to regular cleaning. In addition to a daily cleaning of permanent equipment, furniture and floors shall be cleaned between each case. Immediate cleaning of the delivery, birthing and c-section rooms shall be carried out.

**Central Supply and Recovery Areas-**Personnel assigned to CSS shall wear an appropriate scrub gown/suit and shall cover with a lab coat when leaving department. Environmental Services personnel shall follow proper procedures approved by the Facilities Support Services Director for cleaning this area.

**Emergency Room-** Personnel assigned to ER shall follow proper procedures for the cleaning of this area. Immediate cleaning of exam rooms is vital to the function of this department.

**Isolation Patient Room-**Cleaning isolation rooms should be completed last, if possible, wearing appropriate personal protection equipment (PPE) and following proper procedures for these rooms.

## Windows

**Glass** - Shall be free of dust and soil. This also applies to adjoining sills, blinds and framework. They shall appear visibly and uniformly clean. This shall include the elimination of streaks, film and cleaner residue.

Window Coverings – Shall be cleaned with a dry mop or a vacuum using a dust brush. Care must be taken not bend shades. After cleaning, blinds shall be free of visible dust and stains.

Exterior Windows – Shall be cleaned once in May and September.

Service shall include all exterior windows at Maniilaq Health Center, Public Health Nursing, Maniilaq Day Care, Maniilaq Information Technology building and FRF building.

Notification shall be given to nursing units and various departments of the dates and times this work will be performed. This will include all exterior windows to include frames & ledges, entry doors to include frames & ledges and interior entries of main lobby. All work will be performed with proper safety equipment and PPE.

## Janitor Closet and Storage

**Shelves** - Shall be free of dust, dried-soil and soil. They shall appear visibly and uniformly clean.

Supplies and equipment shall be stocked/organized, neatly on shelves.

**Janitor Carts** - Shall be free of dust, dried-soil and soil. They shall appear visibly and uniformly clean. Supplies and equipment stored on janitor carts shall also be free of dust and soil, and organized, neatly.

**Walls** - Shall be free of dust, dried-soil and soil. They shall appear visibly and uniformly clean.

This shall include the elimination of film, streaks and cleaner residue.

**Utility Sinks** - Shall be free of dust, soil, cleaner residue and soap film. Utility sinks shall appear visibly and uniformly clean. This shall include the elimination of streaks, embedded soil, film and water spots. Bright work shall be cleaned, de-scaled and polished.

**Floors** - Shall be free of dust, dried-soil, gum, spots, stains and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that result in a consistent high- shine. Floors shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film.

## Section C Schedule of Cleaning

**Refer to Section A.16 for routine cleaning schedules for various areas.**

Cleaning of the blinds shall be performed at no greater than six month intervals or as required to maintain cleanliness. They shall be ordered by the Facilities Support Services Director.

Carpets are to be cleaned during scheduled Environmental Services service for the space in which they are located.

Exterior entrance areas are to be cleaned during scheduled Environmental Services service for the space in which they are located.

Interior entrance areas are to be cleaned during scheduled Environmental Services service for the space in which they are located.

Interior window, wall, and floor surfaces are to be cleaned during scheduled Environmental Services service for the space in which they are located.

The contents of the receptacle are to be disposed of by the Contractor and cleaned as part of the space in which it is located.

Walk-off mats and runners shall to be vacuumed daily or exchanged when needed during scheduled Environmental Services service for the space in which they are located.

Windows shall be cleaned during scheduled Environmental Services service for the space in which they are located, except for exterior windows and storm windows.

Floor Stripping, Waxing, and Sealing: Rubber, asphalt, vinyl, linoleum, and other non-carpeted floors shall be stripped, waxed, and sealed, to achieve a clean, buffed or burnished finish, as appropriate to the flooring material and at appropriate intervals to maintain a clean environment. A schedule shall be developed by the contractor for Facilities Support Services Director approval.

Carpet Shampooing: Carpets shall be shampooed to achieve a clean, "free of soil" state as needed or by direction of the Facilities Support Services Director.

Wall Cleaning: Wall cleaning to remove routine spills, stains, splatters, marks, etc. shall be provided by the Contractor as a part of routine space cleaning under the fixed-price portion of the contract and at no greater than 6 month intervals. However, when the entire wall surface of a space must be cleaned due to potential infectious or other hazardous conditions, the work shall be done immediately. Walls shall be thoroughly and completely cleaned and sanitized with an approved solution to eliminate the hazardous conditions.

Ceiling Cleaning: Ceiling cleaning to remove routine stains, splatters, marks, cobwebs, etc. shall be provided by the Contractor as a part of routine space cleaning under the fixed-price portion of the contract and be performed at 6 month intervals. However, when the entire ceiling surface of a

space must be cleaned due to potential infectious or other hazardous conditions, the work will be ordered by the Facilities Support Services Director and shall be done immediately. Ceilings shall be thoroughly and completely cleaned and sanitized with an approved solution to eliminate the hazardous conditions.

Light Fixture Cleaning: Light fixtures shall be cleaned to achieve a "free of soil" state. The light cover shall be removed, and the light fixtures shall be cleaned inside and out every 6 months.

Curtain, Drape, and Blind Cleaning: Window and wall drapes, curtains, and blinds shall be cleaned inside and out, to achieve a "free of soil" state every 6 months or more frequently as determined by the Facilities Support Services Director. If necessary, drapes and curtains will be taken down and placed in linen bags and sent with other soiled linen to be cleaned.

Entrances: Entrances and entrance platforms shall receive Environmental Services daily (seven days per week). At a minimum, the following tasks shall be performed: Clean foot scrapers, exterior entrance mats, ash and trash receptacles. Remove lint, cobwebs, mud, dirt and litter from the outside walls of and within a fifty foot vicinity of entrances. Wash down the area, except during freezing or inclement weather, and remove any standing water from the entrance and adjacent sidewalks. Pick up the trash in the immediate vicinity of bulk refuse containers and within twenty-five feet, in all directions, from entrance walkways.

The entrance exterior and interior windows and doors shall be cleaned as required to maintain a clean appearance. This includes all glassed-in areas of administrative and clinic entrances.

Elevators: The Contractor shall clean all interior surfaces of passenger and service elevators, as often as necessary, to maintain them in a clean state at all times, but no less frequently than once each 24 hour period on the evening or night shift. Cleaning shall include all light fixtures, ventilator slots, upper door guide tracks, and floor door guide tracks. All non-carpeted elevator floors shall be stripped, waxed, and sealed when determined by the Facilities Support Services Director. Carpeted elevator floors shall be shampooed when determined by Facilities Support Services Director.

Stairway/Stairwell: Stairways/Stairwells shall be cleaned at the frequencies specified in section 16.

Wheelchairs: Wheelchairs shall be cleaned on a weekly basis.

Body fluid spills: Body fluid spills (such as blood, vomit, urine) which occur outside the 25 foot distance from entrances shall be cleaned up by the Contractor as a service call.

# SECTION D

## Contract Administration Data

1. **Facilities Support Services Director:**
   1. Maniilaq Association will designate Contract Officer Representative Facilities Support Services Director who will represent Maniilaq for the purpose of this contract.
   2. The Facilities Support Services Director is responsible for: (1) monitoring the Contractor’s technical progress, including the surveillance and assessment of performance and recommending to the Contracting Officer changes in requirements; (2) interpreting the Statement of Work and any other technical performance requirements; (3) performing technical evaluation as required; (4) performing technical inspections and acceptances required by this contract; and (5) assisting in the resolution of technical problems encountered during performance. The Alternate Facilities Support Services Director shall act in the absence of the Facilities Support Services Director.
   3. The Contracting Officer is the only person with the authority to act as an agent of Maniilaq under this contract. Only the Contracting Officer has authority to: (1) direct or negotiate any changes in the Statement of Work; (2) modify or extend the period of performance; (3) change the delivery schedule; (4) authorize reimbursement to the Contractor any costs incurred during the performance of this contract; or (5) otherwise change any terms and conditions of this contract. Maniilaq may unilaterally change its Contract Officer Representative.

## Invoice Submittal:

* 1. The Contractor shall submit its invoices to the Facilities Support Services Director.
  2. The e-mail addresses for the invoices is as follows: Erin Keith

Facilities Support Services Director [Erin.keith@maniilaq.org](mailto:Erin.keith@maniilaq.org)

# SECTION E

**Maniilaq Equipment List**

**Available upon request**

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## Professional Services Agreement

This Agreement, effective this day of , 2023 (the “Effective Date”),

is made by and between Maniilaq Association, hereinafter referred to as MANIILAQ, and

, hereinafter referred to as CONTRACTOR.

WHEREAS, MANIILAQ desires performance of certain professional staffing services;

and

WHEREAS, CONTRACTOR is engaged in the business of performing such services and will provide fully trained and competent personnel to perform the services pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, MANIILAQ and CONTRACTOR, in consideration of the promises and covenants set forth herein, agree:

## Scope of Work:

Provide Environmental and Food Service (“Services”) to MANIILAQ in accordance with the requirements set forth in the Requests for Proposals attached as **Exhibit A** attached hereto. The contractor’s responsive proposal is attached as **Exhibit B.** The Business Associates agreements is attached as **Exhibit C.** These documents are incorporated by reference into this Agreement as if they were set forth herein

## Term and Termination

* 1. TERM. The term of this Agreement shall commence on the Effective Date and continue for a period of ( ) months/years/days.
  2. TERMINATION BY BREACH. If CONTRACTOR breaches any provision of this Agreement and either the breach cannot be cured or, if the breach can be cured, it is not cured by CONTRACTOR within ten (10) days after MANIILAQ provides CONTRACTOR written notice of such breach, MANIILAQ, at its sole option, may immediately terminate this Agreement.
  3. TERMINATION FOR CONVENIENCE. Either party may terminate the Agreement upon 30 days prior written notice for any or no cause whatsoever. In the event a scheduled or current assignment is canceled by MANIILAQ with less than 30 days’ notice, MANIILAQ agrees to pay CONTRACTOR a cancellation fee equal to the lesser of (a) the remaining days of the Agreement, or (b) 20 days at the stated contractual rate. This fee may be reduced if CONTRACTOR is able to reschedule the provider(s) at other locations for the entire period. MANIILAQ agrees to pay CONTRACTOR travel expenses previously booked for confirmed assignments upon cancellation of assignment. In the event the professional is rescheduled at other locations for original

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## Professional Services Agreement

contract period, MANIILAQ will only be liable for fees resulting from changing travel itinerary.

## Compensation

MANIILAQ agrees to compensate CONTRACTOR the rates set forth in the Rate Sheet attached hereto as **Exhibit B** for the performance of the Services. The total aggregate amount of compensation for the performance of Services and reimbursement for approved expenses shall not

exceed Monthly, CONTRACTOR shall submit a detailed invoice to

$ .

MANIILAQ for work performed the prior month, all charges must have documentation back up attached. Any items without back up documentation are subject to denial of payment. MANIILAQ will remit payment within 30 days of date of receipt of an invoice. Invoices not paid within 30 days of the date received shall bear interest at the rate of 1% per month from the date due.

## Independent Contractor

CONTRACTOR and its employees and/or contractors are not employees of MANIILAQ. Nothing in this Agreement is intended to, or shall be construed to, create an employment relationship, partnership, agency, or joint venture between the parties. CONTRACTOR, not MANIILAQ, is responsible for all State, Federal and local taxes related to the compensation paid to CONTRACTOR hereunder and the performance of the Services. CONTRACTOR and its staff and/or contractors shall not be entitled to any benefits offered to MANIILAQ employees, including but not limited to vacation or sick leave; worker’s compensation or medical insurance; or any other employee benefit MANIILAQ offers to its employees.

## Confidentiality

Each party may become acquainted with or gain knowledge of the other party’s confidential or proprietary verbal or written data, technical or financial materials, or other confidential or proprietary information of significant business value, including CONTRACTOR-provided resumes, (“Confidential Information”) while performing this Agreement. Each party agrees to not disclose any Confidential Information, director or indirectly, or use it in any manner, either during the term of this Agreement or any time thereafter, except as required to perform under this Agreement.

## Compliance with Laws, Regulations, and Other Applicable Standards

CONTRACTOR agrees to comply with all applicable state, federal and local laws, regulations, standards and executive orders including but not limited to the Clean Air Act (42 U.S.C. § 7401– 7671q), the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251–1387) and the Health Information Portability and Accountability Act (Public Law 104-191; “HIPAA”). Contractor agrees to be bound by the Business Associate Agreement attached hereto as **Exhibit**

**C.** CONTRACTOR also agrees to comply with applicable licensing body requirements including but not limited to the Joint Commission on the Accreditation of Health Care Organization and Occupational Safety and Health Administration standards, including those specific to bloodborne pathogens.

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## Professional Services Agreement

1. **Debarment and Suspension**

MANIILAQ does not contract with parties listed on the Federal Excluded Parties List System in the System for Award Management. Contractor warrants that is not listed on the Excluded Parties List System and that it will notify MANIILAQ within three (3) days in the event it is listed on the Excluded Parties List.

## Conflicts of Interest

CONTRACTOR warrants that there is no conflict of interest between Contractor’s other contractual engagements, if any, and the Services to be performed under this Agreement. Contractor agrees to notify Maniilaq if a conflict of interest arises in the future.

## Insurance

CONTRACTOR shall maintain at all times during the course of this Agreement the minimum insurance coverages specified below, written by an insurance company with a minimum rating by

A.M. Best & Company of A-VI:

1. General Liability: $2 million combined single limit per occurrence for bodily injury, property damage, personal injury and adversities injury, with $1 million aggregate per claim.
2. Professional Liability: $1 million per occurrence and $3 million aggregate per claim.
3. Auto Liability: $1 million combined single limit per accident for bodily injury and property damage.
4. Worker’s Compensation Insurance in accordance with statutory requirements.

## Indemnity

Each Party (as the “Indemnifying Party”) shall indemnify, defend, and hold harmless the other Party (as the “Indemnified Party”) their affiliates, officers, directors, employees, agents and other representatives from and against any and all claims, demands, losses, liabilities, damages, expenses (including reasonable attorney’s fees) and causes of action (hereinafter “Claims”) for Claims caused by or resulting from the sole fault, negligent or reckless acts or omissions of the Indemnifying Party, its officers, employees, agents, contractors, licensees or invitees. Any Claims that are the result of negligence or willful misconduct of both Parties, their officers, directors, employees, agents, contractors, licensees and invitees shall be apportioned on a comparative fault basis, and each Party shall indemnify the other Party for any liabilities and damages assessed against them in excess of their percentage of liability. This provision shall survive the expiration or termination of this Agreement.

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## Professional Services Agreement

1. **Byrd Anti-Lobbying Amendment**

CONTRACTOR is required to file an anti-lobbying certification, and will also require every subcontractor with a subcontract over $100,000 to also file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to MANIILAQ.

## Force Majeure

Neither Party shall be liable for failure to perform its respective obligations hereunder when such failure is caused by an earthquake, fire, explosion, water, act of God, civil disorder or disturbance, vandalism, war, sabotage, weather and energy related closings, governmental rules or regulations, extreme illness, or like causes beyond the reasonable control of such Party.

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## General Terms

* 1. ASSIGNMENT. This Agreement may not be assigned, in whole or in part, by CONTRACTOR without the prior written consent of MANIILAQ, which consent may be withheld in the sole discretion of MANIILAQ.
  2. MODIFICATION. This Agreement may only be modified in writing and shall be only enforceable when signed by each Party.
  3. GOVERNING LAW. This Agreement shall be governed under the laws of the State of Alaska and venue for any actions relating to this Agreement shall be in Kotzebue, Alaska.
  4. SEVERABILITY. If any provision of this Agreement is held by a court of law to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
  5. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the Parties hereto and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing.

## Notice

Any notice of communication required or permitted to be given under this Agreement shall be in writing and served personally, delivered by courier or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other party as follows:

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## Professional Services Agreement

|  |  |
| --- | --- |
| To MANIILAQ : | To CONTRACTOR : |
| Maniilaq Association |  |
| Attn: President | Attn: |
| PO Box 256 |  |
| Kotzebue, AK 99752 |  |
| 907-442-3311 |  |

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

## Maniilaq Association CONTRACTOR

Tom Gilbert, By: President/CEO Its:

Date: Date:

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## Professional Services Agreement

**EXHIBIT A – RFP**

**EXHIBIT B – Proposal**

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## Professional Services Agreement

**EXHIBIT C – BUSINESS ASSOCIATES AGREEMENT**

1. **Authority**

Pursuant to 45 C.F.R. § 164.502(e), the Maniilaq Association, as a covered entity, is required to enter into an agreement with a “business associate,” as defined by 45 C.F.R. § 160.103, under which the business associate must agree to appropriately safeguard Protected Health Information (PHI) that it will use and disclose when performing functions, activities or services pursuant to its contract with Maniilaq Association. By signing the Professional Services Agreement,

(“Contractor”) agrees that it is a Business Associate and will comply with the terms below, in addition to other applicable Contract terms and conditions, and applicable law, relating to the safekeeping, use, and disclosure of PHI. This Exhibit C comprises the Business Associate Agreement (Agreement).

1. **Definitions**

The following terms shall have the same meaning as those terms in 45 C.F.R. Part 160 and Part 164, which are the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended: Breach, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, PHI, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured PHI, and Use.

* 1. Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 C.F.R. § 160.103, and in reference to the party to this Agreement shall mean Contractor.
  2. Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 C.F.R. § 160.103, and in reference to the party to this Agreement, shall mean Maniilaq Association.
  3. HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.

1. **Obligations and Activities of Business Associate**
   1. Compliance: Business Associate agrees not use or disclose PHI other than as authorized by the Agreement or as required by law. Business Associate acknowledges that it is directly liable under the HIPAA Rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of PHI that are not authorized by the Agreement or required by law. Business Associate agrees that it will require all of its agents, employees, subsidiaries, and affiliates, to whom Business Associate provides PHI, or who create or receive PHI on behalf of Business Associate for Covered Entity, to comply with the HIPAA Rules and to enter into written agreements with Business Associate that provide the same restrictions, terms, and conditions as set forth in the Agreement.

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## Professional Services Agreement

* 1. Subcontractors: In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), which govern relations with subcontractors, Business Associate agrees to ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, terms, and conditions that apply to Business Associate with respect to such PHI.
  2. Safeguarding PHI: Business Associate shall develop and use appropriate procedural, physical, and electronic safeguards to protect against the use or disclosure of PHI in a manner not authorized by this Agreement or required by law. Business Associate will limit any use, disclosure, or request for use or disclosure of PHI to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request.
  3. Safeguarding Electronic PHI: Business Associate agrees to use appropriate safeguards, as set forth in Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent use or disclosure of electronic PHI other than as authorized by this Agreement or required by law.
  4. Reporting Use or Disclosures Not Authorized By this Agreement or Required by Law: Business Associate agrees to report to Covered Entity any use or disclosure of PHI not authorized by this Agreement or required by law as soon as is reasonable upon discovery but within thirty (30) calendar days of discovering the use or disclosure, or any security incident of which it becomes aware. In addition, Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of the use, disclosure, or security incident.
  5. Reporting of Breach: In accordance with the policy of the Department of Health and Human Services, Business Associate will report, within one hour of discovery, all suspected or confirmed breaches to Covered Entity.
  6. Notification of Breach of Unsecured PHI: In addition to the above, Business Associate shall notify Covered Entity of a breach, as set forth in 45 C.F.R. § 164.410, of the security of any unsecured PHI that Business Associate received from, or created or received on behalf of, Covered Entity as soon as is reasonable upon discovery but within thirty (30) calendar days after the discovery of the breach by Business Associate, its employees, officers, and/or other agents, unless notification is specifically excepted by 45 C.F.R. § 164.412.
     1. Requirements of Notice. Such notice shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such breach; a brief description of the circumstances of the breach of security, including the date of the breach and the date of Business Associate’s discovery of the breach; and the type of unsecured PHI involved in the breach. Business Associate agrees to provide any other available information that Covered Entity is required to include in notification to the individual under 45 §164.404(c). In the event notification is delayed, evidence demonstrating the necessity of the delay shall accompany the notification.
  7. Individual Access to PHI: Business Associate shall maintain a designated record set for each individual for whom it maintains PHI. In accordance with an individual’s right to access his or her PHI, Business Associate shall make available all PHI in the individual’s designated record set to the individual to whom that information pertains, or, upon the request of the individual, to that individual’s authorized representative, as necessary to satisfy Covered Entity’s obligations under 45

# FinalManiilaqLogotiffMANIILAQ ASSOCIATION

## Professional Services Agreement

C.F.R. § 164.524. Availability to access PHI shall be made within five (5) calendar days of receipt of a valid request.

1. Accounting of Disclosures: Business Associate shall maintain records of PHI received from, or created or received on behalf of, Covered Entity and shall document subsequent uses and disclosures of such information by Business Associate. Business Associate shall, within five (5) calendar days after receiving a request from Covered Entity, provide to Covered Entity such information as Covered Entity may require to fulfill its obligations to account for disclosures of PHI pursuant to 45 C.F.R. § 164.528.
2. Amendment of PHI: Business Associate shall, within five (5) calendar days of a request by Covered Entity, make PHI available to Covered Entity for Covered Entity to fulfill its obligations under 45 C.F.R. § 164.526 to amend PHI and shall, as directed by Covered Entity, within five (5) calendar days of receipt of such direction, incorporate any amendments into PHI held by Business Associate. In addition, Business Associate shall ensure incorporation of any such amendments into PHI held by its agents or subcontractors within ten (10) days of such direction, and shall notify Covered Entity within five (5) calendar days of when those agents or subcontractors have completed the incorporation of the amendments. Business Associate shall forward to Covered Entity all requests to amend PHI that it receives directly from individuals within five (5) calendar days of its receipt of a request.
3. Carrying out Covered Entity’s Obligations: To the extent Business Associate is to carry out one or more of Covered Entity’s obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate agrees to comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).
4. Disclosures for Verifying Compliance: Upon request, Business Associate shall permit access by the Secretary and Covered Entity during normal business hours to its facilities, books, records, accounts, and any other sources of information, including PHI and any agreements that it has with subcontractors, vendors, and/or other agents relating to the use and disclosure of PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, for purposes of determining both Business Associate’s and Covered Entity’s compliance with the HIPAA Rules.
5. **Permitted Uses and Disclosures by Business Associate**
   1. Business Associate shall not use or disclose PHI except to perform functions, activities, or services on behalf of Covered Entity as provided for in the Contract, this Agreement, the HIPAA Rules, or other applicable law.
   2. Business Associate agrees that it may use or disclose PHI on behalf of Covered Entity

only:

* + 1. Upon obtaining the authorization of the individual to whom the PHI pertains;
    2. For the purposes of treatment, payment or health care operations unless Covered Entity has agreed to a restriction pursuant to 45 C.F.R. § 164.520(b)(iv)(A) or 45 C.F.R. § 164.522; or
    3. Without an authorization or consent, if in accordance with 45 C.F.R. § 164.510, 45 C.F.R.

§ 164.512, 45 C.F.R. § 164.514(e), 45 C.F.R. § 164.514(f), or 45 C.F.R. § 164.514(g).

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* 1. Business Associate shall use and disclose PHI in compliance with each applicable requirement of 45 C.F.R. § 164.504(e), which section is fully incorporated herein.
  2. Business Associate agrees to make uses, disclosures, and requests for PHI consistent with Covered Entity’s minimum necessary policies and procedures.

F. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth below.

1. Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

1. **Obligations of Covered Entity**
   1. Covered Entity shall provide Business Associate with its Notice of Privacy Practices and any changes to the Notice.
   2. Covered Entity shall notify Business Associate of any limitation(s) in Covered Entity’s Notice of Privacy Practices under 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate’s use or disclosure of PHI.
   3. Covered Entity shall notify Business Associate of any change in, or revocation of, the permission by an individual to use or disclose his or her PHI to the extent that such changes may affect Business Associate’s use or disclosure of PHI.
   4. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate’s use or disclosure of PHI.
   5. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except as provided in Part IV, Subpart F, Section 1.
2. **Termination**
   1. Term: The Term of this Agreement shall be effective as of the date Business Associate signs the underlying Contract and shall terminate when the Contract ends or on the date covered entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.
   2. Termination: Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate has not ended the violation within the time specified by Covered Entity.

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## Professional Services Agreement

* 1. Obligations of Business Associate Upon Termination: Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
     1. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
     2. Return to Covered Entity, or, if agreed to by Covered Entity, destroy, the remaining PHI that Business Associate does not need to continue its proper management and administration or to carry out its legal responsibilities;
     3. Continue to use appropriate safeguards, in compliance with Subpart C of 45 C.F.R. Part 164, with respect to electronic PHI to prevent use or disclosure of electronic PHI, other than as provided for in this Part, for as long as Business Associate retains the PHI;
     4. Not use or disclose PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out above, at Part IV, Subpart F, Section 1 of the Agreement which applied prior to termination;
     5. Return to Covered Entity, or, if agreed to by Covered Entity, destroy, the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities; and
     6. If Business Associate or its agent or subcontractor destroys any PHI, Business Associate will provide Covered Entity with documentation evidencing such destruction within thirty (30) days of completion of destruction.
  2. Survival: The obligations of Business Associate under this Part shall survive the termination of this Agreement.

1. **Indemnification**

The Indemnity provision in the underlying Contract shall apply hereto.

1. **Miscellaneous**
   1. Incorporation: This Agreement is attached to and fully incorporated into the Contract.
   2. Notices: All notices under this Agreement shall be provided by certified mailing, and shall require proof of date of receipt.
   3. Regulatory References: A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
   4. Amendment: The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
   5. Interpretation: Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

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## Professional Services Agreement

* 1. Successors and Assigns: This Agreement shall be binding upon, inure to the benefit of and be enforceable by and against the Parties and their successors and assigns.
  2. Severability: If a court of competent jurisdiction deems any provision of this Agreement unenforceable, such provision shall be severed from this Agreement and every other provision of the Agreement shall remain in full force and effect.

**Contractor Maniilaq Association**

By: By:

Date: Date: