



GUAM BEHAVIORAL HEALTH AND WELLNESS CENTER
Clinical Services Division
Prevention and Training Branch

Request for Proposals

GBHWC RFP 2023-01

For
SafeGU Project

Funded by

C.A.R.E.S. Act, Education Stabilization Funds (ESF),
Governor Allocation for Outlying Areas,
under the local program entitled
Governor's Education Assistance and Youth Empowerment Grant Program.
CFDA 84.425H

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PUBLIC NOTICE
Request for Proposal
Professional Services to Provide a Mobile
Smartphone Application for the SafeGU Project
GBHWC RFP NO. 2023-01

The Guam Behavioral Health and Wellness Center (the GBHWC) is soliciting proposals for professional services from individuals, profit or non-profit corporations, or organizations to provide a mobile smartphone application in the Guam school district as a school safety and crisis line that will provide real-time crisis intervention to Guam's students, parents, and school staff.

The SafeGU Project is funded by C.A.R.E.S. Act, Education Stabilization Funds (ESF), Governor Allocation for Outlying Areas, under the local program entitled "Governor's Education Assistance and Youth Empowerment Grant Program".

Request for Proposal (RFP) packages are available for public inspection at www.gbhwg.guam.gov or by calling telephone number 671-647-5395 or 671-647-5397 during the weekdays except holidays between 8:30 A.M. to 4:30 P.M. GBHWC requires that prospective Offerors register with GBHWC to ensure that they receive notices regarding any changes or updates to the RFP. Official communications, clarifications and/or amendments to the RFP will be sent to all registered Offerors and posted on www.gbhwg.guam.gov.


A registration form is provided with the RFP as Form A. GBHWC will not be liable for failure to provide notice to any Offeror that does not register current contact information.

Questions regarding this RFP should be written and addressed to GBHWC Director, and delivered by U.S. Postal Service, commercial courier service, hand delivery, facsimile 671-649-6948 or email to marilyn.aflague@gbhwg.guam.gov by November 2, 2022.

The DEADLINE FOR RECEIPT OF PROPOSALS is no later than 4:30 P.M. Chamorro Standard Time, November 14, 2022. Original proposals must be delivered to the Director's Office, Guam Behavioral Health and Wellness Center, 790 Governor Carlos Camacho Road, Tamuning, Guam 96913. Electronic mail (email) is not acceptable.

GBHWC shall have the right to reject all proposals or offers that have been submitted in response to this RFP, and/or may cancel this RFP at any time if the Director determines such to be in the interest of GBHWC or for other reason (s) as allowed by law or regulation.

GBHWC is an equal opportunity employer.


Theresa C. Arriola, Director
October 25, 2022

(Paid by ESF Governor Education Assistance Youth Empowerment Grant)

I. GENERAL INFORMATION

A. INTRODUCTION

The Guam Behavioral Health and Wellness Center (GBHWC) serves as Guam's single state agency responsible for mental health promotion and service provision, and substance abuse prevention and treatment services for the U.S. Territory Government of Guam (P.L. 17-21). The Center's unwavering commitment to interagency and community partnerships to promote mental health awareness, prevent suicide, alcohol and substance use, bullying and violence, and provide early intervention services for Guam's youth spurred the SafeGU Project (SafeGU). (*SafeGU* is "Safe Guam" abbreviated and combined.).

The project is locally managed by GBHWC's Prevention and Training Branch and aligns with the Prevention Education and Community Empowerment (PEACE) initiatives that envision *an island community empowered and committed to making informed decisions and choices towards a healthier future for Guam*. SafeGU will increase the department's capacity to fulfill its mission to establish and implement sustainable prevention and early intervention policies, programs and practices that are responsive to the needs of the people of Guam and provide for safer care.

GBHWC successfully competed for the Governor's Education Assistance and Youth Empowerment Grant Program (GEAYEGP) from the Office of the Governor of Guam utilizing Coronavirus Aid, Relief and Economic Security (CARES) Act – Education Stabilization Funds (ESF) – Governor Allocation for Outlying Areas, U.S. Department of Education *to promote and support student engagement opportunities for Guam's public, private and charter school students*; Catalogue of Federal Domestic Assistance (CFDA) No.: 84.425H; Subaward of Federal Award Identification Number S425H210004; Project Title: SafeGU Project. Project Period 12/02/2021-09/30/2023. Budget Period: 12/02/2021 - 09/30/2023.

1. Description of Need for a SafeGU Smartphone/Mobile Application

The physical and psychological well-being of students directly impacts their capacity to thrive in the learning environment and develop positive relationships with themselves and others. Equipped with the proper skill set and tool kit, students will be more likely to feel empowered and take meaningful ownership of their lives. Our children are the very essence of community. SafeGU was designed with that motivation in mind.

Suicide in Guam is significantly higher than in the United States. In the last formal suicide data report (2020), Guam's suicide death rate was over twice that of the United States. Guam's youth are particularly vulnerable to suicide. From 2009-2020, 14% of suicide deaths occurred in those under 20 years of age. One in six students (16.5%) attempted suicide (2019 Youth Risk Behavior Survey (YRBS) data from Guam Department of Education (GDOE)). Drug and alcohol use, mental illness and prior attempts pose a higher risk for suicide.

Guam high school students currently use tobacco products frequently (on 20 or more days during the 30 days before the survey): smoked cigarettes (3.9%); smoked cigars (1.1%); and used electronic vapor products (12.9%). The 2019 YRBS, GDOE also shows students currently drank alcohol (25.3%) (at least one drink on at least one day during the 30 days before the survey); currently used marijuana (25.9%) (one or more times during the 30 days before the survey); have ever used other drugs including inhalants, methamphetamines, and cocaine (3.2% to 9.2%); and were offered, sold, or given an illegal drug on school property (36.2%).

In 2017, 12.74% of students were threatened or bullied directly, 20.83% were assaulted (using force, weapons, or threats), and 12.18% were involved in a fight at school. The top three Level Three Offenses (criminal in nature) were 1) Use/Possession/Distribution of Tobacco Products, 2) Endangers Fighting, and 3) Use/Possession/Distribution of Contraband/Drugs (School Resource Officer Program Reports and Survey on School Safety SY2016-2017, 35% of Guam Public High School Population, Judiciary of Guam and GDOE).

The Guam 988 Suicide and Crisis Lifeline (located in and operated by GBHWC) received 63 unduplicated calls (179 total calls) from 13- to 24-year-old callers between November 2021 and May 2022. The Lifeline will soon add text and chat platforms to its services. The SafeGU App is expected to integrate with these existing services and resources.

Kids see and hear things before adults do or that adults may never be aware of. Suicidality, depression, self-injury, bullying, school violence, substance and alcohol use, and other behavioral health risks among youth, are often unreported to school staff. Students commonly fear or refrain from reporting these serious issues to school adults because they do not want to be identified, called a "snitch," believe they can handle it themselves, that it is no "big deal," and or do not want to get a friend in trouble.

A SafeGU app is a viable solution that provides a robust system in a comprehensive continuum of care delivered via the digital-speak modality most prevalent in youth culture. Together with other PEACE programs and community partnerships, SafeGU will provide a dynamic opportunity to capture the attention of youth and inspire them to action in helping to build a healthier and safer island community.

2. Grant Goals and Sub-Grant Objectives

The Office of the Governor sub-granted the ESF to local agencies and organizations under the GEAYEGP *to promote and support student engagement opportunities for Guam's public, private and charter school students*. GBHWC's sub-grant is being implemented in Guam as the SafeGU Project that fosters social and emotional resiliency, leadership development, and positive pro-social activities for youth; and, provides supplemental student learning and engagement activities.

SafeGU is a new project at GBHWC created to launch a SafeGU app as a school safety and crisis line that will provide real-time crisis intervention to Guam's students, parents, and educators featuring a text/chat line, tip line, and crisis line. SafeGU will implement evidence informed practices and evidence-based programs and activities that tap on the knowledge, influence, and power of students; collaborate with key stakeholders and community partners to enhance prevention (and intervention) through partnership; implement strategies that strengthen youth's protective factors that build resiliency and help mitigate risk factors. SafeGU will conduct training and outreach to the Guam school district – youth and families.

The primary goal for the SafeGU Project is to prevent and de-escalate school threats/incidents and save lives by students seeking help via a SafeGU mobile app. To achieve this goal, GBHWC through its SafeGU Project subaward, the Contractor will pursue objectives within a comprehensive care continuum using evidenced informed practices and standards of care that align with the Substance Abuse and Mental Health Services Administration (SAMHSA) through collaboration and integration with GBHWC's 988 Suicide and Crisis Lifeline services and the Guam school district's mental health plan for students and families. Additionally, the Contractor will coordinate with SafeGU for federal compliance and pass-through grant activities such as assurance, reports, and other required documents.

3. Target Population

The target population is school-aged youth, approximately 20% of the Guam population, and their parents (family) and educators. Approximately 35,000 students attend kindergarten through 12th grade (K - 12) in Guam's public, private,

and charter schools. These students, parents, and educators are the SafeGU app end-users.

B. PROPOSAL OVERVIEW AND SUBRECIPIENT COMMITMENT

GBHWC is inviting for-profit, non-profit organizations, companies and individuals to submit proposals for the SafeGU Project to provide a smartphone application to be used by students, parents, and staff in Guam's public, private, and charter schools that will enhance safety protocols to avoid mental, emotional and physical abuse and violence. Those responding to this RFP are called offerors or interested parties. The Offeror awarded funds as part of this RFP will be known as the Developer. One award will be given under this RFP, contingent upon the evaluation and negotiation between the offeror and GBHWC.

C. FEDERAL SUBGRANT AWARD – NON-APPLICABILITY OF GUAM PROCUREMENT LAW

This is a request for subaward proposals of a federal grant by GBHWC, a pass-through agency, and not a use of public funds from procurement. GBHWC is complying with the Uniform Guidance of Grant Funds 2 CFR Part 200, and EDGAR 34 CFR 76, and the terms of the Notice of Funds Award, and pursuant to 5 GCA Chapter 5, Section 5004(b) Guam Procurement Laws are not applicable. GBHWC has opted to use similar processes it uses in its request for professional services procurements under 5 GCA Chapter 5 and 2 GAR Division 4, as set forth in the request for proposals, in order to maximize full and fair competition, and to ensure the integrity of the process. The confidentiality of proposals, Offeror names, documents submitted as "confidential", evaluations, and public record keeping are in keeping with the requirements under Guam Procurement Laws and Regulations for requests for proposals. Any party who submits a proposal is known as "Offeror."

D. ALL PARTIES TO ACT IN GOOD FAITH

This RFP requires all parties involved in the preparation of the RFP, the evaluation and negotiation of proposals, and the performance or administration of contracts to act in good faith.

E. LIABILITY FOR COSTS TO PREPARE PROPOSAL

The GBHWC is not liable for any costs incurred by any Offeror in connection with the preparation of its proposal. By submitting a proposal, the Offeror expressly waives any right it may have against the government for any expenses incurred in connection with the preparation of its proposal.

F. REGISTRATION OF INTERESTED PARTIES (Form A)

Non-profit organizations, firms or people who pick up a hard copy of the RFP at the GBHWC will be required to register. Those downloading or printing a copy of the request for proposal may fax the RFP Registration Form attached hereto to facsimile number (671) 649-6948 or email to marilyn.aflague@gbhwc.guam.gov to be registered as an interested party with the intention to submit a proposal. The GBHWC will send notice(s), amendment(s) and related communication to those registered. It is the interested party's responsibility to report any change in the contact information provided upon registration.

G. DESIGNATION OF REPRESENTATIVE (Form B)

The Offeror shall designate a representative to act on its behalf and who is knowledgeable of the scope of work and the quality of work to be performed or services to be rendered. The representative is authorized to receive all proposal-related communication(s). However, named representative must be an executive in order to execute contracts and other legal documents.

H. LICENSES (Form C)

The Offeror shall submit a Guam business license, registration or certificate, a federal employers' identification number (EIN), Recognition of Exemption under Internal Revenue Section 501(c) (3), or other valid and current attachments with the proposal.

A current Guam business license is not required in order to submit a proposal; however, it is required of the successful Offeror before the agreement (contract) is executed by the GBHWC director.

An Offeror who has not complied with the Guam Licensing Law is cautioned that the GBHWC will not consider for award any proposal offer submitted. Specific information on licenses may be obtained from the Director of the Department of Revenue and Taxation, by telephone at (671) 475-1815 or by mail at P.O. Box 23607, GMF, Guam 96921 or online at: <http://ns.gov.gu/government> or www.admin.gov.gu/revtax.

I. NON-RESIDENT TAX WITHHOLDING

A non-resident person without a valid Guam business license residing outside of Guam shall be subject to a withholding assessment, the equivalent of the Guam business privilege tax (BPT), which shall be the equal for five percent (5%) or current rate of the total value of a contract awarded by all government of Guam contracts for professional services as a cost of doing business with government of Guam. See P.L. 33-166 effective June 20, 2017 codified at 11 G.C.A. Chapter 71, Section 71114.

J. UNIQUE ENTITY IDENTIFIER (UEI) NUMBER AND TAXPAYER IDENTIFICATION NUMBER

The U.S. Department of Education (Education) Grants Management System (G5) disburses payments via the U.S. Department of Treasury (Treasury). The U.S. Treasury requires that your Tax Payer Identification Number (TIN) is included with each payment. Therefore, in order to do business with Education (and Guam Behavioral Health and Wellness Center), you must have a registered Unique Entity Identifier (UEI) and TIN with SAM, the U.S. Federal Government's primary registrant database.

For more information on registering a Unique Entity Identifier visit <http://sam.gov>.

K. DEBARMENT, SUSPENSION AND INELIGIBILITY

Federal grant funds prohibit subawards to debarred or suspended parties. All debarment or suspensions of persons are deferred from consideration for award of contracts imposed by the Chief Procurement Officer, the Director of Public Works, or the head of a Purchasing Agency (5 GCA §9102). Only Offerors who are not suspended by local and federal government(s) are qualified to submit proposals.

L. PROHIBITION AGAINST EMPLOYMENT OF SEX OFFENDERS

The Offeror who is awarded the contract warrants that no person in its employment has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated, or of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated, or who has been convicted of an offense with the same elements as heretofore defined in any other jurisdiction, or who is listed on the Sex Offender Registry shall provide services on behalf of the contractor while on government of Guam property, with the exception of public highways. If any employee of the contractor is providing services on government property and is convicted subsequent to an award of a contract, then the contractor warrants that it will notify the Government of the conviction within twenty-four hours of the conviction, and will remove immediately such convicted persons from providing services on government property. If the contractor is found to be in violation of any of the provisions of this paragraph, then the Government will give notice to the contractor to take corrective action. The contractor shall take corrective action within twenty-four hours of notice from the Government, and the contractor shall notify the Government when action has been taken. If the contractor fails to take corrective steps within twenty-four hours of notice from the Government, then the Government in its sole discretion may suspend temporarily any contract for services until corrective action has been taken.

M. MANDATORY LOCAL DISCLOSURES

The Guam Procurement Law requires each Offeror to make a number of disclosures. Some of the disclosures are required for an Offeror to qualify to submit a proposal.

1. Affidavit Re Disclosing Ownership, Influence, Commissions and Conflicts of Interest (AG Procurement Form 002)

The offeror shall submit an affidavit and represent its list of names and addresses of any person holding more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship or corporation at any time during the twelve (12) month period immediately preceding submission of proposal. The affidavit shall contain the number of shares or the percentage of assets of such partnership, sole partnership or corporation which have held by each person during the twelve (12) month period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid for the bidder and shall also contain the amounts of any such commission, gratuity or other compensation. The affidavit shall be open and available to the public for inspection and copying. (5 GCA §5233) 2)

2. Affidavit Re Non-Collusion (AG Procurement Form 003)

The Offeror shall submit an affidavit and represent that it certifies that the price submitted was independently arrived without collusion and has not intentionally committed anti-competitive practices (2 GAR §3126.b).

3. Affidavit Re Gratuities or Kickbacks (AG Procurement Form 004)

The Offeror shall submit an affidavit that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in §11206 Gratuities and Kickbacks of the Guam Procurement Regulations.

4. Affidavit Re Ethical Standards (AG Procurement Form 005)

The Offeror shall submit an affidavit and represent that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Regulations.

5. Declaration Re Compliance with U.S. Department of Labor (DOL) Wage Determination (AG Procurement Form 006)

The Offeror shall submit an affidavit and represent that it will pay its employees and ensure its subcontractors pay its employees in full compliance with all applicable federal and local wage rules and regulations, 5 GCA §5801 & §5802

Wage Determinations. The most recently issued wage determination at the time a contract is awarded applies to the Agreement.

6. Affidavit Re Contingent Fees (AG Procurement Form 007)

The Offeror shall submit an affidavit and represent that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract and represents that it is not in violation of Subsection (1) of Section §11108 of the Guam Procurement Regulations as failure to do so constitute a breach of ethical standards.

N. TYPE OF CONTRACT

The contract that results from this solicitation will be a subaward agreement. In keeping with the federal grant terms and conditions, it will be a fixed price contract.

GBHWC will monitor the contract in keeping with the requirements of the subaward, and all applicable Federal and Guam laws, regulations and guidance.

O. DURATION OF CONTRACT OR TERM OF SERVICE

1. Initial Term

The initial term of the contract shall begin upon the date that the Governor approves the contract, as signified by her execution of the contract (the "Effective Date") through September 29, 2023 (the "Initial Term"). After the Governor has approved the contract, GBHWC will issue a written notice to proceed notifying the subrecipient when performance of the subaward is to begin.

2. Federal Grant - Subaward

This contract shall remain in effect throughout any liquidation period, extension, or no-cost extension period and any close out period for the federal grant.

P. BUDGET FOR SERVICES

1. This is a negotiated amount not to exceed object category-based budget for all year(s) of the grant.

2. Final Payment and Release of Claims

The final payment shall be made upon satisfactory delivery and acceptance of all services herein specified and performed. Prior to final payment and as a condition precedent thereto, the contractor shall execute and deliver to the GBHWC a release, in the form provided by the GBHWC, of claims against the GBHWC and the government of Guam arising under and by virtue of the contract.

Q. INDEPENDENT CONTRACTOR STATUS

The Offeror understands that its relationship with the GBHWC is as an independent contractor and not as an employee of the GBHWC. No employee benefits such as insurance coverage, participation in the government retirement system, or accumulation of vacation or sick leave shall accrue to the Offeror or its individual employees, if any. No type of tax will be withheld from payments made to the awarded Offeror.

R. CONFIDENTIAL/PROPRIETARY INFORMATION

Any restrictions of the use or inspection of material within the proposal shall be clearly stated in the proposal itself. The Offeror must state specifically which elements of the proposal are to be considered confidential/proprietary. The confidential/proprietary information must be readily identifiable, marked and separately packaged from the rest of the proposal. Co-mingling of confidential/proprietary and other information is NOT acceptable. Neither a proposal in its entirety, nor proposal price information will be considered confidential/proprietary. If a proposal contains confidential information, a redacted copy of the proposal must also be submitted. Any proposal copyrighted or marked as confidential and proprietary in its entirety shall be deemed materially non-responsive to the RFP and may be rejected by the GBHWC as being non-compliant/non-responsive with the RFP. Any information that will be included in any resulting contract cannot be considered confidential. The GBHWC will make a written determination as to the apparent validity of any request for confidentiality. In the event the GBHWC does not concur with the offeror's request for confidentiality, the written determination will be sent to the Offeror.

S. OWNERSHIP OF PROPOSAL

The GBHWC has the right to retain the original proposal and other RFP response materials for our files. As such, the GBHWC may retain or dispose of copies as it lawfully deems appropriate. The GBHWC has the right to use any or all information/material presented in reply to the RFP, subject to the limitation outlined in the clause, Proprietary/Confidential Information. The Offeror expressly agrees that the GBHWC may use the materials, and any and all ideas and adaptations of ideas contained in any proposal received in response to this solicitation for all lawful Government of Guam purposes, including but not limited to the right to reproduce copies of the material submitted for purposes of evaluation, and to make the information available to the public in accordance to the provisions of Guam laws and regulations. Selection or rejection of the offer will not affect this right.

T. EXPLANATION TO OFFERORS

No oral explanation in regard to the meaning of the specification will be made and no oral instructions will be given before the award of the proposal. Discrepancies, omissions, or doubts

as to the meaning of the specification should be communicated in writing to the named contact individual of the requesting agency/department for interpretation. Offerors should act promptly to allow sufficient time for a reply to reach them before the submission of their proposals. Interpretation, if required, shall be made in the form of an amendment to the specification, which will be forwarded to all prospective offerors, and its receipt by the Offeror should be acknowledged on the proposal form.

U. EQUAL EMPLOYMENT OPPORTUNITY

GBHWC is an equal opportunity employer and strictly adheres to a policy on non-discrimination activities in compliance with all applicable Federal and Guam laws in its labor practices and carries out all government programs and in such a manner that no person shall on the grounds of race, religion, color, sex, including sexual harassment and orientation, national origin, age, physical or mental disability, marital status or political affiliation and retaliation be excluded from participation in, and be denied the benefits of, or be subject to discrimination with respect to any program or activities. See Title VI of the Civil Rights Act of 1964 as amended and Presidential Executive Order 11246, as amended and other relevant Federal and Territorial requirements; and Governor of Guam Executive Order 2006-16.

Offerors shall assure that no person shall on the grounds of race, religion, color, sex, including sexual orientation, national origin, age, physical or mental disability, marital status or political affiliation and retaliation be excluded from participation in, be denied benefit of, or otherwise be subjected to discrimination under any program or activity under this Agreement.

Additionally, in keeping with Section II (4) of Governor of Guam E.O. 2006-16, Offerors shall meet the following contractual requirements:

1. In the event it is receiving ten thousand dollars (\$10,000) or have more than fifty (50) or more employees, it shall develop an equal opportunity affirmative action plan, using standard guidelines established by the Guam Department of Labor, within sixty (60) days after the Effective Date of this Agreement. Furthermore, within ninety (90) days of the award and annually thereafter for the duration of the Agreement, Offerors under this section shall submit affirmative action reports to the Guam Department of Labor.
2. In the event it is receiving less than ten thousand dollars (\$10,000) or has less than fifty (50) employees, it shall not be required to develop an equal opportunity affirmative action plan, except, however, Offerors shall be strictly prohibited from discrimination on the basis of race, religion, color, sex, including sexual orientation, national origin, age, physical or mental disability, marital status or political affiliation and retaliation.

3. Offerors shall flow through the requirement in this Section V Equal Opportunity Nondiscrimination to its subcontractors.
4. Offerors shall comply with all Federal and Guam laws and regulations including the Guam Department of Labor laws and regulations and (new) P.L. 33-64 Guam Employment Non-discrimination in Employment Act of 2015 codified as 22 GCA Chapter 5 Article 2, which additionally includes as unlawful employment practice or unlawful discrimination grounds race, sex (including gender identity or expression), age, religion, color, honorably discharged veteran and military status, sexual orientation, or ancestry. The definitions for “sexual orientation”, “gender identity or expression” and “veteran and military status” as set forth in 22 GCA §5202(h), (i) and (j). An Offeror that is a “religious employer” in keeping with P.L. 33-64 §5(a) is exempt from the religious discrimination provisions of Title VII of the Civil Rights Act of 1964 as set forth in §5 in more detail. In the event Offeror is part of Government of Guam (new) P.L. 33-64 is codified at 4 GCA Chapter 4, §4101(a) as amended.
5. If Offeror is found not to be in compliance with the requirement in this Section V Equal Opportunity Non-discrimination during the life of this Agreement, this Offeror agrees to make appropriate steps to correct these deficiencies.

V. ASSIGNMENT

Any assignment, pledge, joint venture, hypothecation of right or responsibility to any person, firm or corporation should be fully explained and detailed in the proposal. Information as to the experience and qualifications of proposed subcontractors or joint ventures should be included in the proposal. In addition, written commitments from any subcontractors or joint ventures should be included as part of the proposal.

The assignment will not be accepted without prior approval from the GBHWC. The request for approval or assignment must be made with submission of proposal. No assignment will be accepted if the request is not made with the proposal.

W. AMENDMENTS TO REQUEST FOR PROPOSAL

The right is reserved as the interest of the GBHWC may require revising or amending the specifications prior to the date set for opening proposals. Such revisions and amendments, if any, will be announced by an amendment or amendments to this RFP and shall be identified as such and shall require that firms acknowledge receipt of all amendments issued. The amendment shall refer to the portions of the RFP it amends. The amendments shall be sent to all prospective Offerors known to have received an RFP. The amendments shall be distributed within a reasonable time to allow prospective firms to consider in preparing their proposals. If the time and date set for receipt of proposals will not permit such preparation, such time shall be

increased to the extent possible in the amendment or, if necessary, by email or mail and confirmed in the amendment. The amendment(s) must be attached to the proposal.

X. PROPOSAL SELECTION

GBHWC will be responsible for final selection of acceptable proposal(s). The GBHWC will endeavor to notify all respondents on or about 30 days after the deadline for receipt of proposals, that the GBHWC has selected as a subrecipient of this federal grant. The written notice of award will be public information and made a part of the contract file.

After conclusion of validation of qualifications, evaluation, and discussion as provided in the Amendments to Request for Proposal, the GBHWC will select a qualified Offeror, in keeping with the subaward evaluation criteria set forth in the RFP. Offerors must receive a minimum of 70% of total rating. Only one subrecipient will be sought to be awarded by GBHWC, in the order of its respective qualification and evaluation ranking.

Y. ERRORS AND OMISSIONS

The GBHWC reserves the right to make corrections due to minor errors of the Offeror identified in proposals by the Offeror. The GBHWC, at its option, has the right to request clarification or additional information from Offeror.

Z. CARES ESF (CFDA No.: 84.425H) Terms and Conditions, and Award Data Information.

This project is funded by the U.S. Department of Education, Coronavirus Aid, Relief and Economic Security (CARES) Act, Education Stabilization Funds (ESF), Governor Allocation for Outlying Area under the local program entitled "Governor's Education Assistance and Youth Empowerment Grant Program (GEAYEGP), Federal Award Identification Number S425H210004.

ZZ. MANDATORY FEDERAL FORMS

1. Intra Government of Guam Work Order Amendment No. 1
2. U.S. ED Prime Notice of Award
3. Compliance with Federal Accountability Transparency Act (Exhibit 15)
4. Certification of Compliance with U.S. ED Standards of Conduct for Recipient Employees (Exhibit 16)
5. Limited English Proficiency Certification (Exhibit 17)
6. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Form J)
7. Procurement Standards (Form K)
8. Federal Grant Fund Certifications and Assurances and Notices of Grant Award No. S425H210004 and Amendments (Form L)
9. Unique Entity Identifier Number (Exhibit 2)
10. Subaward Data Information will be updated throughout the term of the subaward

11. Federal Guidance on Meetings and Conferences (Appendix 5)
12. Prohibition of Text Messaging and Emailing While Driving During Official Federal Grant Business (Appendix 6)

II. SCOPE OF WORK

Offerors are to propose services and deliverables in conjunction with GBHWC to carry out the overall grant objectives.

Product services will include and are not limited to:

- A. Provide system build of a software (smartphone) application (app) tailored to Guam's school culture. The app must include a three key features:
1. a crisis line (calls);
 2. a text/chat line; and
 3. an anonymous tip line.

System build must also include a user-friendly dashboard experience targeted to the Guam school district end-user; user interface (UI) must connect integrate with the 988 Lifeline crisis services. App should also provide and on-going clinical consultation option for the identified school population of approximately 35,000 students (Guam school district population grades K-12).

The system build should be capable of administering assessments and a documentation mechanism. System build should also include evaluation/data collection mechanisms that are Health Insurance Portability and Accountability Act (HIPAA) and Family Educational Rights and Privacy Act (FERPA) compliant.

System build should support capacity for third-party extensions or services. Offeror should include plans and associated costs for this integration.

System build and engineering must include relative hardware to support the application (servers, backup storage, etc.) and include a plan for annual maintenance, as well as updates to the app.

System build proposal should include associated costs such as license fees, warranties, regular or annual maintenance fees, if applicable.

- B. Provide implementation of system build with training and consultation for clinical, training and operations. Implementation will include but is not limited to system installation and setup; training on phone and dashboard procedures, information sharing, workflow development, documentation, engagement, risk assessment, active rescue, and the evaluation/data collection process. Implementation will also include a crisis intervention model that covers connection, engagement, planning, and guidelines.

Implementation should include administrative plans to include but are not limited to the

creation and maintenance of a project implementation plan, leading project team meetings, and the scheduling of weekly maintenance meetings post go-live.

Implementation should also cover plans inclusive of but not limited to contracting, risk management, privacy review, stakeholder identification and engagement, best practices, system philosophy, program descriptions, and other reporting and guidelines.

- C. Proposals should also include system emergency and mitigation plans, such as an optional disaster recovery plan. An optional transition plan should also be included should the need arise.
- D. Conduct site tours and briefings:
 - 1. Conduct one (1) to two (2) in-person site visit(s) to GBHWC's facility for the purpose of planning, system build/adaptation, implementation, consultation, and training services. If applicable, services must include all travel costs (including but not limited to airfare, lodging, per diem, and ground transportation) to be incurred by the vendor for site visits to Guam, if required by the vendor.
 - 2. If applicable, conduct on-site tours and briefings for GBHWC project staff/management of the vendor's facility at the vendor's base location to see how the app works in real-time. (GBHWC staff will be responsible for travel costs incurred to and from the vendor site.)
- E. Offeror should include associated costs associated with the app build out, implementation, training, and maintenance inclusive of travel costs. Travel costs include but are not limited to airfare, lodging, per diem, and ground transportation to be incurred by the vendor for site visits to Guam, if required by vendor.
- F. SafeGU System build and Implementation Plan detailed specifications and requirements can be found in Exhibit 15.
- G. Proposals should include Project Timelines with delivery of the App in the second quarter of Fiscal Year 2023. Implementation Plan(s) can be slated concurrently or post-delivery of the App prior to the end of the Fiscal Year 2023 on September 30, 2023.

This scope of work was written by Jolene Flores Respicio, Project Director of SafeGU Project, and approved by Theresa C. Arriola, GBHWC Director.

III. PROPOSAL CONTENTS, REQUIREMENTS, AND INSTRUCTIONS

A. GENERAL INSTRUCTIONS

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's ability to fulfill the requirement of the proposal. All proposals must be type-written using 12-point, Arial, Calibri or Times New Roman font with all pages numbered consecutively. GBHWC will not accept handwritten proposals. In order to ensure a uniform review process and to obtain the maximum degree of comparability, at a minimum, each proposal shall be prepared as follows:

1. Title Page
The title page must have the name of the Offeror, name of business (if applicable), the location of the Offeror's principal place of business, telephone and facsimile numbers, and email address.
2. Table of Contents
3. Designations of Contact Person to include his/her address and contact numbers, including email address, if different from the offeror's. The designated person must be able to answer any questions regarding the offeror's proposal and must be able to negotiate the fee. Contracts must be executed by an officer (executive) or official delegate/designee.
4. Statement of understanding and willingness, expressing the offeror's understanding of the work to be accomplished as specified in Section II Scope of Work, and a statement of positive commitment and willingness to perform the services.
5. Background Summary:
 - a. Description of Organization
 - b. History of the Organization (the number of years the offeror has been in business and average number of its employees (if any) over the past year.
 - c. Organizational Philosophy
 - d. Unique Characteristics
 - e. Organizational Chart, if applicable
6. Skills and Experiences:

- a. Proposed Services (what the offeror will undertake to accomplish the objectives of this project and the work described in the Scope of Work)
 - b. Target Population
- 7. Project Personnel and Community Partners, if applicable:
 - a. Project Leader's academic background (education and specialized training), skills (abilities and qualifications) and community development work experience with similar projects
 - b. Staff Position Titles/Description of work responsibilities
 - c. Community Partners – organization/volunteers, past or current
- 8. Service Delivery
 - a. Proposed Services (a discussion of the program that the Contractor will undertake to accomplish the objectives of this project and the work described in the Scope of Work).
 - b. Project Timelines and Implementation Plan(s).
- 9. A list and brief summary of other contracts or work performed for services similar in scope, size and discipline for the required services, which the Offeror, Contractor and/or project members substantially performed or accomplished over the previous two to five years. The contracts or work performed described should only pertain to those services contained in Section II.
- 10. Letters, awards or other forms of recognition that demonstrate confidence in the Offeror's work performed and experience including letters of reference.
- 11. Proposal Registration Form A
- 12. Unique Entity Identifier Number
- 13. Proposal Signature Form B
- 14. All Licenses Form C
- 15. Affidavit re Disclosing Ownership, Influence, Commissions and Conflicts of Interest
AG Procurement Form 002
- 16. Affidavit re Non-Collusion – AG Procurement Form 003
- 17. No Gratuities or Kickbacks Affidavit – AG Procurement Form 004
- 18. Ethical Standards Affidavit – AG Procurement Form 005

19. Wage Determination and Benefit – AG Procurement Form 006
20. Contingent Fees – AG Procurement Form 007
21. Annual Cost Proposal – Form F (Separate, Sealed & Marked Confidential)
22. Intra Government of Guam Work Order
23. Compliance with Federal Accountability Transparency Act (Form G)
24. Certification of Compliance with U.S. ED Standards of Conduct for Recipient Employees (Form H)
25. Limited English Proficiency Certification (Form I)
26. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Form J)
27. Procurement Standards (Form K)
28. Federal Grant Fund Certifications and Assurances and Notices of Grant Award No. S425H210004 and Amendments (Form L)
29. SafeGU System Build and Implementation Plan Specifications (Form M)

B. REQUIREMENTS AND INSTRUCTIONS

The Offeror is required to read each and every page of the Proposal and by the act of submitting a Proposal shall be deemed to have accepted all conditions contained therein except as noted elsewhere. In no case will failure to inspect constitute grounds for a claim or for the withdrawal of a Proposal after opening. Proposals shall be filled out in ink or typewritten and signed in ink. Erasures or other changes in a Proposal must be explained or noted over the signature of the Proposer. Erasures, strikeouts, or other types of changes that are evident on their face made to a proposal must be explained or noted over the signature of the offeror. Proposals containing any conditions, omissions, unexplained erasures or alterations or items not called for in the Proposal or irregularities of any kind may be rejected by GBHWC as being incomplete.

The GBHWC requires respondents to present satisfactory evidence that he or she has sufficient experience and is fully qualified.

IV. GENERAL PROCEDURES

A. RECEIPT AND REGISTRATION OF PROPOSAL

1. All proposals and modifications shall be time stamped upon receipt and held in a secure place until the established due date below. Proposals and modifications received after the due date and time will not be considered. It is the sole responsibility of each offeror to assure that its proposal is delivered at the specified location prior to the deadline. Proposals which, for any reason, are not delivered will not be considered. The deadline for receipt of proposals by the GBHWC is **no later than 4:30 P.M. November 14, 2022.**

2. All proposals must be submitted via U.S. mail, courier or hand-delivered to the attention of the GBHWC Director.

Mailing & Delivery Address:

Theresa C. Arriola, Director
Guam Behavioral Health and Wellness Center
790 Governor Carlos G. Camacho Road
Tamuning, Guam 96913
Tel (671) 647-1901, 647-5400 or 647-5397

Offeror shall submit 1 original, 1 electronic copy (flash drive) and four (4) hard copies of the proposal. Envelope must be sealed and marked on the face with the name and address of the offeror, the proposal number and the time and date of submission.

3. Offeror must submit the Cost/Budget proposal in a separate sealed envelope (1 original and 4 copies) at the same time the proposal is submitted. Envelope must be sealed and marked on the face with the name and address of the offeror, the proposal number and the time and date of submission.
4. No facsimile or emailed proposals will be accepted. However, a scanned post-marked U.S. postal or courier receipt of the original proposal and an accompanying .pdf of the proposal can be emailed as proof of compliance with the submission deadline. This can be emailed to marilyn.aflague@gbhwc.guam.gov.
5. Proposals may be hand-carried and received at the GBHWC on or before the deadline date and time. You may call (671) 647-1901, 647-5400 or 647-5397 for an on-site official receipt.

6. Questions regarding this RFP should be written and addressed to the GBHWC Director through U.S. mail, courier, hand-delivery, facsimile (671-649-6948) or emailed to marilyn.aflague@gbhwc.guam.gov by November 2, 2022. All correspondence will be recorded, considered confidential and timely responded to in the form of an answer or amendment, whichever is applicable in accordance with Guam Procurement Regulations.
7. Proposals received through the mail will not be accepted if such mail is received at the address after the submission date and time, except if the proposal bears a “postmark” date on or before the submission due date.
8. Under no circumstances will the GBHWC accept a late proposal unless GBHWC is closed by shutdown, local emergency or natural disaster.

B. OPENING OF PROPOSALS

Proposals shall not be opened publicly nor disclosed to unauthorized persons, but shall be opened in the presence of two procurement officials (Director, Deputy Director, Administrative Services Officer, or other Procurement Designees). A Register of Proposals shall be established which shall include, for all proposals, the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the services offered. The Register of Proposals shall be opened for public inspection only after award of the subaward contract. Proposals of offerors who are not awarded the contract shall not be opened for public inspection (2 GAR 3114(h)(2)).

C. PROPOSAL EVALUATION AND ASSIGNED WEIGHTS

After official receipt and determination of acceptability of all proposals, a selection team will be convened to evaluate the most responsive proposals. Each proposal will be evaluated according to the following evaluation factors and their relative importance designated by a number of points totaling 100.

EVALUATION CRITERIA	ASSIGNED WEIGHTS
Introduction/Understanding of RFP: – The organization’s familiarity with the needs of the consumers (SafeGU app end-users) and knowledge of overall services and support required. The alignment of its organizational vision, mission and purpose with the vision and mission of GBHWC, and goals and objectives of the SafeGU Project.	10 points
Work Plan/Project Execution: The organization’s description of how they will provide product services and deliverables detailed in Section II, Scope of Work, including schedule of activities and timelines.	40 points
Corporate Experience: Established experience and credibility in successfully managing projects, inclusive of similar projects accomplished or underway. Demonstrated ability to meet schedules, deadlines or reporting requirements for the contract period. Qualification of Personnel: The qualifications and abilities of key personnel proposed to be assigned to perform the services as reflected by technical training/certification, and education.	25 points
The organization’s level of knowledge, understanding and commitment for capacity building and technical assistance to address Guam’s priorities for behavioral health promotion, suicide, bullying and violence, and substance abuse prevention among youth, to include high-risk and high-need populations, existing health disparities and evidence-based strategies.	15 points
Equipment, Facilities and Software: The equipment, computer systems, accounting software, and facilities to perform and deliver the required product services that are available or will be made readily available at the time of contracting; which also consider warranties and license fees	10 points
Total	100 points

D. DISCUSSION

1. Discussions Permissible. The head of the agency conducting the procurement or the appointed review panel shall evaluate all proposals submitted and may

conduct discussion(s) with any Offeror. The purposes of such discussion shall be to:

- a. Determine in greater detail such offeror's qualifications or clarification on information submitted, and
 - b. explore with the offeror the scope and nature of the required services, the Offeror's proposed method of performance, and the relative utility of alternative methods of approach.
2. No Disclosure of Information. Discussions shall not disclose any information derived from proposals submitted by other offerors, and the GBHWC shall not disclose any information contained in any proposals until after award of the proposed contract has been made. The proposal of the offeror awarded the contract shall be open to public inspection except as otherwise provided in the contract. (see §114(h)(1), Receipt and Handling of Proposals, Registration).
 3. Modification or Withdrawal of Proposals. Proposal may be modified or withdrawn by the offeror at a time prior to the conclusion of discussions.

E. NEGOTIATION AND AWARD OF CONTRACT

After an evaluation of responsive offerors has been completed, offerors will be ranked from highest to lowest according to the number of points received during the evaluation. The highest ranked responsive offeror in each category is the best qualified and will be invited to negotiate a contract.

The GBHWC will negotiate a contract with the best responsive qualified offeror in each category for the required services at compensation determined in writing to be fair and reasonable. Contract negotiations will be directed toward:

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

F. RIGHT TO REJECT OFFERS AND CANCEL THE PROCUREMENT

The GBHWC shall have the right to reject all offers, and or individual offerors in whole or in part, and/or cancel this RFP, if it is determined to be in the best interest of the GBHWC.

G. FAILURE TO NEGOTIATE CONTRACT WITH OFFERORS INITIALLY SELECTED AS BEST QUALIFIED

If compensation, contract requirements, and contract documents cannot be agreed upon with the best qualified offeror, a written record stating the reasons shall be placed in the file and the GBHWC will advise such offeror of the termination of negotiations which shall be confirmed by written notice within three days. Upon failure to negotiate a contract with the best qualified offeror, the GBHWC will enter into negotiations with the next most qualified offeror. If negotiations again fail, negotiations will be terminated as provided in this Section and commence with the next qualified offeror.

Should the GBHWC be unable to negotiate a contract with any of the offerors initially selected as the best qualified offerors, offers may be resolicited or additional offerors may be selected based on original, acceptable submissions in the order of their respective qualification ranking and negotiations may continue in accordance with the procedures and process herein specified.

V. CONTRACTUAL TERMS

A. GENERAL REQUIREMENTS

This procurement is subject to all applicable federal and Guam laws and regulations. Guam laws and regulations are available at the Guam Supreme Court, Office of Complier's website <http://www.guamcourts.org/CompilerofLaws/index.html>. The Guam Procurement Laws are available at the Office of Complier's website as part of the 5 GCA Ch. 5. The Guam Procurement Regulations are available at the Office of Complier's website as part of 2 GAR Division 4. Additionally, the Guam Office of Public Accountability <http://www.opaguam.org/>, the Guam Office of Attorney General <http://www.guamag.org/> and the Department of Administration General Service Agency www.gsa.doa.guam.gov all have useful procurement information and forms.

B. SAMPLE CONTRACT (Form E)

A proposed contract is attached to this RFP as Sample Contract (Form E). Offerors are advised that the Sample Contract is the general form of contract that the GBHWC will enter into with the awarded Contractor. In the event that offerors have any issues or questions as to the Sample Contract Clause in Form E, they must raise them in the RFP process similar to any issues or inquiries they may have as to clauses in the RFP. The GBHWC reserves the right to amend or revise the Sample Contract form as may be deemed necessary to serve the government of Guam's best interest. If changes are made to the Sample Contract in Form E prior to the conclusion of all evaluations, the GBHWC will issue an amendment to this RFP. However, if changes are made to the Sample Contract during negotiations, then such changes are considered negotiated and no amendment to this RFP will be issued.

VI. ATTACHMENTS

The following attachments are made a part to this RFP, and are identified as mandatory (Exhibits) and/or Informational (Appendixes). Many require acknowledgement by the offeror and a notary public, or certification through the “wet” (original) signature of the offeror who is an executive or delegated representative. Proposals that do not contain notarized or wet signatures will be deemed “unresponsive” and will be returned to the offeror(s).

No.	Category	Reference	Document	Requirement
1	Mandatory	Exhibit 1	Proposal Registration (Form A)	Delivery to GBHWC
2	Mandatory	Exhibit 2	Registration for Unique Entity Identifier	Registry at SAM
3	Mandatory	Exhibit 3	Proposal Signature Form (Form B)	Wet Signature
4	Mandatory	Exhibit 4	Licenses (Form C)	Wet Signature
5	Mandatory	Exhibit 5	Affidavit Re Disclosing Ownership, Influence, Commissions and conflicts of Interest (AG Proc. Form 002)	Notarized Signature
6	Mandatory	Exhibit 6	Affidavit Re Non-Collusion (AG Proc. 003)	Notarized Signature
7	Mandatory	Exhibit 7	Affidavit Re Gratuities or Kickbacks (AG Proc. Form 004)	Notarized Signature
8	Mandatory	Exhibit 8	Affidavit Re Ethical Standards (AG Proc. Form 005)	Notarized Signature
9	Mandatory	Exhibit 9	Declaration Re Compliance with U.S. Department of Labor (DOL) Wage Determination (AG Proc. Form 006)	Wet Signature
10	Mandatory	Exhibit 9.a	U.S. DOL Wage Determination 2015-5693, Revision No. 17, Issued 07/27/2022	(Attached to AG Proc. Form 006)
11	Mandatory	Exhibit 10	Affidavit Re Contingent Fees (AG Proc. Form 007)	Notarized Signature
12	Mandatory	Exhibit 11	Acknowledgement of Sample Business License Associate Agreement (Form D)	Wet Signature
13	Mandatory	Exhibit 12	Cost Proposal Template (Form F)	Wet Signature
14	Informational	Exhibit 13	Intra Government of Guam Work Order	
15	Informational	Exhibit 14	Memorandum of Understanding: Office of the Governor of Guam and GBHWC	
16	Mandatory	Exhibit 15	Compliance with Federal Accountability Transparency Act (Form G)	Wet Signature
17	Mandatory	Exhibit 16	Certification of Compliance with U.S. ED Standards of Conduct for Recipient Employees (Form H)	Wet Signature
18	Mandatory	Exhibit 17	Limited English Proficiency Certification (Form I)	Wet Signature
19	Mandatory	Exhibit 18	Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Form J)	Wet Signature
20	Mandatory	Exhibit 19	Procurement Standards (Form K)	Wet Signature
21	Mandatory	Exhibit 20	Federal Grant Fund Certifications and Assurances and Notices of Grant Award No. S425H210004 and Amendments (Form L)	Wet Signature
22	Mandatory	Exhibit 21	SafeGU System Build and Implementation Plan Specifications and Acknowledgment	Wet Signature
23	Informational	Appendix 1	Sample of Contractual Agreement (Form E)	None – for review only
24	Informational	Appendix 2	U.S.ED Prime Notice of Award	
25	Informational	Appendix 3	ESF Scope of Work and Project Submission	
26	Informational	Appendix 4	ESF Approved Budget Breakdown and Narrative	
27	Informational	Appendix 5	Federal Guidance on Conferences and Meetings	
28	Informational	Appendix 6	Prohibition of text messaging and emailing while driving during official Federal Grant Business	



GUAM BEHAVIORAL HEALTH AND WELLNESS CENTER
GBHWC RFP 2023-01
Professional Services for SafeGU Project, School Safety
Smartphone Mobile Application (App) for Guam's Students, Parents and Educators

PROPOSAL REGISTRATION (FORM A)

The individual, firm, entity or organization identified below is an interested party and/or "Offeror" to GBHWC RFP 2023-01 and will receive changes, amendments, inquiries and/or related correspondence in accordance with the Guam Procurement Regulations. However, GBHWC will not be liable for failure to provide notice to any party who did not register accurate and current contact information.

Date	
Name of Organization or Individual	
Business or Home Address	
Mailing Address	
Contact Number(s)	
Facsimile Number(s)	
Point of Contact (POC) or Official representative	
POC Contact Number(s)	
POC Facsimile Number(s)	
Email Address	
Special Comment or Request(s)	

For those reviewing this proposal from the website, this registration form can be delivered to GBHWC, 790 Governor Carlos Camacho Road, Tamuning, Guam during weekdays, except holidays; faxed to (671) 649-6948 or emailed to marilyn.aflague@gbhwc.guam.gov (The completed registration must be part of the proposal offer.)

Exhibit 2

Registration of Unique Entity Identifier (UEI) Number and Taxpayer Identification Number (TIN) in the System for Award Management (SAM)

The U.S. Department of Education (Education) Grants Management System (G5) disburses payments via the U.S. Department of Treasury (Treasury). The U.S. Treasury requires that we include your Tax Payer Identification Number (TIN) with each payment. Therefore, in order to do business with Education you must have a registered Unique Entity Identifier (UEI)* and TIN number with the SAM, the U.S. Federal Government's primary registrant database. If the payee UEI number is different than your grantee UEI number, both numbers must be registered in the SAM. Failure to do so will delay the receipt of payments from Education.

A TIN is an identification number used by the Internal Revenue Service (IRS) in the administration of tax laws. It is issued either by the Social Security Administration (SSA) or by the IRS. A Social Security number (SSN) is issued by the SSA whereas all other TINs are issued by the IRS.

The following are all considered TINs according to the IRS.

- Social Security Number "SSN"
- Employer Identification Number "EIN"
- Individual Taxpayer Identification Number "ITIN"
- Taxpayer Identification Number for Pending U.S. Adoptions "ATIN"
- Preparer Taxpayer Identification Number "PTIN"

If your UEI number is not currently registered with the SAM, you can easily register by going to www.sam.gov. Please allow 3-5 business days to complete the registration process. If you need a new TIN, please allow 2-5 weeks for your TIN to become active. If you need assistance during the registration process, you may contact the SAM Federal Service Desk at 866-606-8220.

If you are currently registered with SAM, you may not have to make any changes. However, please take the time to validate that the TIN associated with your UEI is correct.

If you have any questions or concerns, please contact the G5 Hotline at 888-336-8930.

*Currently, ED uses the Data Universal Numbering System (DUNS) number, assigned by Dun and Bradstreet, INC. to uniquely identify business entities, as the UEI.

03/2020

SYSTEM FOR AWARD MANAGEMENT AND UNIVERSAL IDENTIFIER REQUIREMENTS**1. Requirement for System for Award Management (SAM)**

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

2. Requirement for Unique Entity Identifier (UEI)* Numbers

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its UEI number to you.
2. May not make a subaward to an entity unless the entity has provided its UEI number to you.

3. Definitions

For purposes of this award term:

1. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).
2. Unique Entity Identifier (UEI) means the identifier required for SAM registration to uniquely identify business entities. Currently the Data Universal Numbering System (DUNS) number, the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B), is used to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A Governmental organization, which is a State, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. Subaward:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (see 2 CFR 200.501 of the OMB "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards").

Exhibit 2

- c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. Subrecipient means an entity that:

- a. Receives a subaward from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.

*Currently, ED uses the Data Universal Numbering System (DUNS) number, assigned by Dun and Bradstreet, INC. to uniquely identify business entities, as the UEI.

03/2020

FORM B
PROPOSAL SIGNATURE FORM
For GBHWC RFP

By submitting this proposal, the Offeror certifies that its authorized representative has fully read and understands the proposal method and has full knowledge of the scope, nature, and quality of work to be performed or the services to be rendered.

OFFICIAL CONTACT. GBHWC requests that the Offeror designate one person below to receive all documents and the method in which the documents are best delivered. GBHWC is thereby granted permission to contact the official contact named below for all communications. By its submission of this proposal and authorized signature below, proposer certifies that:

1. The information in the proposal is accurate;
2. Offeror accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
3. Offeror certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the Chief Procurement Officer or the Director of Public Works pursuant to Guam Procurement Law.

In compliance with this RFP and with all the conditions imposed herein, the undersigned offers and agrees to provide services in accordance with the attached signed proposal, or as mutually agreed upon by subsequent negotiation. This completed Proposal Signature Form shall be submitted with the Offeror's written proposal and will become a part of any agreement that may be awarded. This Proposal Signature Form must be signed by an authorized representative.

NOTE: The Offeror shall inform GBHWC immediately in writing of a change in the designated authorized representative.

NAME AND ADDRESS OF OFFEROR: By my signature, I acknowledge that I have read the instructions and accept all the terms and conditions in the Request for Proposals, and that I am authorized to sign on behalf of the Offeror:

Type or Print Name and Title Signature of Authorized Representative

Name of Offeror: _____

Address: _____

Telephone Number: _____ Fax Number: _____

Type of Organization: [] Individual [] Non-Profit [] Partnership
[] Corporation [] Joint Venture
[] Other(Specify) _____

FORM FOR SUBMITTING ALL LICENSES (FORM C)
For GBHWC RFP 2022-03

Please attach copies of all business licenses, permits, fictitious name certificates, certificates of good standing, or any other license, permit or certificate issued to the individual or company, which is applicable to this Request for Proposals. Please indicate the attached documents by checking the applicable boxes:

☐ **Business License**

- ☐ from the Department of Revenue and Taxation, Government of Guam
☐ from a jurisdiction other than Guam: _____

☐ **Fictitious Name Registration**

- ☐ from the Department of Revenue and Taxation, Government of Guam
☐ from a jurisdiction other than Guam: _____

☐ **Certificate of Incorporation**

- ☐ from the Department of Revenue and Taxation, Government of Guam
☐ from a jurisdiction other than Guam: _____

☐ **Federal I.D.#** _____

☐ **Other Attachments. Please indicate:** _____

☐ **Please check here if there are no attachments to this form.**

Authorized Signature: _____ Date: _____

(Required by 5 GCA § 5233 as amended by P.L. 36-13 (4/9/2021))

CITY OF _____)
) ss.
 ISLAND OF GUAM)

Preface. As a condition of submitting a Bid/Offer/Proposal or responding to any method of source selection under Guam's Procurement Law for the purpose of entering into a contract with the government of Guam, this Affidavit requires all Bidders/Offerors/Prospective Contractors to make disclosures of ownership, influence, commissions, gratuities, kickbacks, and conflicts of interest occurring **during the 365 calendar days preceding the publication of this solicitation and until award of a contract**. This includes the duty to disclose **any changes** to the facts disclosed herein throughout the solicitation process; and if the entity submitting this Affidavit is awarded a contract, the duty to disclose **any changes** to the facts disclosed herein **continues throughout the life of the contract, including any extensions or renewals**.

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the Bidder/Offeror/Prospective Contractor and that (please check and fill out all that apply):

[] The Bidder/Offeror/Prospective Contractor is an individual with a business license, and all decisions are by, and all profit is for, that same individual, with principal place of business street address being: _____

[] The Bidder/Offeree/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is a sole proprietorship owned entirely (100%) by _____, with principal place of business street address being: _____

[] The Bidder/Offeree/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is owned by the following multiple individuals. Note: owners of more than 10% are statutorily required to be listed below, but other owners of smaller percentage are encouraged to be listed as well.

Name of Owner	Principal Place of Business Street Address	% of Interest

- [] One or more of the more-than-10% owners listed above is a business or artificial person. Any more-than-25% owners of such a business or artificial person are listed below per 5 GCA § 5233. Note: any less-than-25% owners of such a business or artificial person is encouraged to also be listed below.

Name of >10% Owner Business or Artificial Person:

--

Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner")	Owner's Principal Place of Business Street Address	% of Interest

Name of other >10% Owner Business or Artificial Person:

--

Names of owners of the >10% Owner Business or Artificial Person ("Second Tier Owner")	Owner's Principal Place of Business Street Address	% of Interest

- B. If any Second Tier Owner identified above is an artificial person, the natural or artificial owners of such Second Tier Owner who have held more than 49% of the shares or interest in the Bidder/Offeror/Prospective Contractor (Third Tier Owners) are as follows [if none, please so state]:

Second Tier Owner Name _____

Name of Third Tier Owner	Principal Place of Business Street Address	% of Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- C. If the name of no natural person has been identified as an owner, or a Second or Third Tier Owner of the Bidder/Offeror/Prospective Contractor, please identify the name, position, address, and contact information of the natural person having the authority and responsibility for the Bid/Offer/Proposal/Prospective Contract, and the name of any natural person who has the authority and power to remove and replace the designated responsible person:

Name of Natural Person	Position	Street Address of Principal Place of Business	Phone Number, Email Address, and other Contact Information

- D. Further, I say that the persons who have received or are entitled to receive a commission, gratuity, contingent fee or other compensation to solicit, secure, or assist in obtaining business related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted are as follows (if none, please so state):

Name	Principal Place of Business Street Address	Amount of Compensation

- E. Further, I say that the persons who have directly or indirectly participated in this solicitation and who are also employees of the government of Guam or the government of the United States, if federal funds are to be used in the payment of the contract related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted, are as follows (if none, please so state):

Name	Principal Place of Business Street Address

- F. Regardless of any ownership interest, the following individuals have the power to control the performance of the contract or to control the Bidder/Offeror/Prospective Contractor, directly or indirectly:

Name	Principal Place of Business Street Address

///

///

- G. Until award of the contract, and throughout the term of any contract awarded to the Bidder/Offeror/Prospective Contractor represented herein, I agree to promptly make any disclosures not made previously and update changes in ownership, identities of owners and other required information, interests, compensation or conflicts of the persons required to be disclosed. I understand that failure to comply with this requirement shall constitute a material breach of contract.
- H. I hereby declare under penalty of perjury under the laws of Guam that the foregoing is true and correct.

Executed on: _____
(date)

Signature of one of the following:
Bidder/Offeror/Prospective Contractor, if a licensed individual
Owner of sole proprietorship Bidder/Offeror/Prospective
Contractor
Partner, if the Bidder/Offeror/Prospective Contractor is a
partnership
Officer, if the Bidder/Offeror/Prospective Contractor is a
corporation

Subscribed and sworn to before me

This _____ day of _____, 20 _____.

NOTARY PUBLIC

My commission expires: _____

AFFIDAVIT RE NON-COLLUSION

CITY OF _____)
) SS.
ISLAND OF GUAM)

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

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

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

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

Signature of one of the following:

Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this _____ day of _____, 20____.

NOTARY PUBLIC
My commission expires _____,

AFFIDAVIT RE GRATUITIES OR KICKBACKS

CITY OF _____)
ISLAND OF GUAM) SS.

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

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

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

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

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

Signature of one of the following:

Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this _____ day of _____, 20_____.

NOTARY PUBLIC
My commission expires _____, _____.

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DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

Procurement No.: _____

Name of Offeror Company: _____

I, _____ hereby certify under penalty of perjury:

- (1) That I am _____ [please select one: the offeror, a partner of the offeror, an officer of the offeror] making the bid or proposal in the foregoing identified procurement;
- (2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 which read:

§ 5801. Wage Determination Established.

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

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

§ 5802. Benefits.

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

- (3) That the offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;
- (4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. [INSTRUCTIONS - Please attach!]

Signature

"REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Daniel W. Simms Division of
Director Wage Determinations

Wage Determination No.: 2015-5693
Revision No.: 17
Date Of Last Revision: 07/27/2022

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026.

If the contract is entered into on or after January 30 2022 or the contract is renewed or extended (e.g. an option is exercised) on or after January 30 2022:	With certain exceptions Executive Order 14026 applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in 2022.
---	--

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

States: Guam Northern Marianas Wake Island

Area: Guam Statewide
Northern Marianas Statewide
Wake Island Statewide

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.27***
01012 - Accounting Clerk II		16.02
01013 - Accounting Clerk III		17.93
01020 - Administrative Assistant		21.43
01035 - Court Reporter		17.40
01041 - Customer Service Representative I		12.66***
01042 - Customer Service Representative II		14.23***
01043 - Customer Service Representative III		15.53
01051 - Data Entry Operator I		12.15***
01052 - Data Entry Operator II		13.25***
01060 - Dispatcher Motor Vehicle		17.39
01070 - Document Preparation Clerk		13.85***
01090 - Duplicating Machine Operator		13.85***
01111 - General Clerk I		11.08***
01112 - General Clerk II		12.09***
01113 - General Clerk III		13.57***
01120 - Housing Referral Assistant		19.39
01141 - Messenger Courier		11.37***
01191 - Order Clerk I		12.57***
01192 - Order Clerk II		13.71***
01261 - Personnel Assistant (Employment) I		15.95
01262 - Personnel Assistant (Employment) II		17.85
01263 - Personnel Assistant (Employment) III		19.89
01270 - Production Control Clerk		22.97
01290 - Rental Clerk		11.10***
01300 - Scheduler Maintenance		15.55
01311 - Secretary I		15.55
01312 - Secretary II		17.40
01313 - Secretary III		19.39
01320 - Service Order Dispatcher		15.40
01410 - Supply Technician		21.43
01420 - Survey Worker		16.96
01460 - Switchboard Operator/Receptionist		10.78***
01531 - Travel Clerk I		13.01***
01532 - Travel Clerk II		14.12***
01533 - Travel Clerk III		15.09
01611 - Word Processor I		14.53***
01612 - Word Processor II		16.31
01613 - Word Processor III		18.26
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer Fiberglass		17.01
05010 - Automotive Electrician		15.97
05040 - Automotive Glass Installer		14.94***
05070 - Automotive Worker		14.94***
05110 - Mobile Equipment Servicer		12.82***
05130 - Motor Equipment Metal Mechanic		17.01
05160 - Motor Equipment Metal Worker		14.94***

05190 - Motor Vehicle Mechanic	17.01
05220 - Motor Vehicle Mechanic Helper	11.73***
05250 - Motor Vehicle Upholstery Worker	13.90***
05280 - Motor Vehicle Wrecker	14.94***
05310 - Painter Automotive	15.97
05340 - Radiator Repair Specialist	14.94***
05370 - Tire Repairer	12.67***
05400 - Transmission Repair Specialist	17.01
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.89***
07041 - Cook I	14.44***
07042 - Cook II	16.84
07070 - Dishwasher	9.35***
07130 - Food Service Worker	9.69***
07210 - Meat Cutter	12.13***
07260 - Waiter/Waitress	9.45***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.04
09040 - Furniture Handler	10.95***
09080 - Furniture Refinisher	18.04
09090 - Furniture Refinisher Helper	13.27***
09110 - Furniture Repairer Minor	15.70
09130 - Upholsterer	18.04
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	9.35***
11060 - Elevator Operator	9.54***
11090 - Gardener	14.28***
11122 - Housekeeping Aide	9.54***
11150 - Janitor	9.54***
11210 - Laborer Grounds Maintenance	10.79***
11240 - Maid or Houseman	9.39***
11260 - Pruner	9.66***
11270 - Tractor Operator	13.07***
11330 - Trail Maintenance Worker	10.79***
11360 - Window Cleaner	10.66***
12000 - Health Occupations	
12010 - Ambulance Driver	18.23
12011 - Breath Alcohol Technician	18.23
12012 - Certified Occupational Therapist Assistant	25.01
12015 - Certified Physical Therapist Assistant	25.01
12020 - Dental Assistant	17.94
12025 - Dental Hygienist	39.73
12030 - EKG Technician	27.43
12035 - Electroneurodiagnostic Technologist	27.43
12040 - Emergency Medical Technician	18.23
12071 - Licensed Practical Nurse I	16.30
12072 - Licensed Practical Nurse II	18.23
12073 - Licensed Practical Nurse III	20.32
12100 - Medical Assistant	12.26***
12130 - Medical Laboratory Technician	18.82

Exhibit 9.a

12160 - Medical Record Clerk	14.97***
12190 - Medical Record Technician	17.77
12195 - Medical Transcriptionist	16.30
12210 - Nuclear Medicine Technologist	40.06
12221 - Nursing Assistant I	12.21***
12222 - Nursing Assistant II	13.73***
12223 - Nursing Assistant III	14.98***
12224 - Nursing Assistant IV	16.82
12235 - Optical Dispenser	18.23
12236 - Optical Technician	16.30
12250 - Pharmacy Technician	15.49
12280 - Phlebotomist	16.30
12305 - Radiologic Technologist	27.43
12311 - Registered Nurse I	23.18
12312 - Registered Nurse II	28.36
12313 - Registered Nurse II Specialist	28.36
12314 - Registered Nurse III	34.32
12315 - Registered Nurse III Anesthetist	34.32
12316 - Registered Nurse IV	41.13
12317 - Scheduler (Drug and Alcohol Testing)	22.58
12320 - Substance Abuse Treatment Counselor	22.58
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.42
13012 - Exhibits Specialist II	26.53
13013 - Exhibits Specialist III	32.45
13041 - Illustrator I	21.42
13042 - Illustrator II	26.53
13043 - Illustrator III	32.45
13047 - Librarian	29.38
13050 - Library Aide/Clerk	17.05
13054 - Library Information Technology Systems Administrator	26.53
13058 - Library Technician	18.11
13061 - Media Specialist I	19.15
13062 - Media Specialist II	21.42
13063 - Media Specialist III	23.87
13071 - Photographer I	19.15
13072 - Photographer II	21.42
13073 - Photographer III	26.53
13074 - Photographer IV	32.45
13075 - Photographer V	39.27
13090 - Technical Order Library Clerk	21.42
13110 - Video Teleconference Technician	19.15
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.71
14042 - Computer Operator II	17.22
14043 - Computer Operator III	19.19
14044 - Computer Operator IV	21.33
14045 - Computer Operator V	23.62
14071 - Computer Programmer I	15.73
	(see 1)

Exhibit 9.a

14072 - Computer Programmer II	(see 1)	19.50
14073 - Computer Programmer III	(see 1)	23.84
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	24.23
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.71
14160 - Personal Computer Support Technician		21.33
14170 - System Support Specialist		21.24
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		24.23
15020 - Aircrew Training Devices Instructor (Rated)		29.32
15030 - Air Crew Training Devices Instructor (Pilot)		34.91
15050 - Computer Based Training Specialist / Instructor		24.23
15060 - Educational Technologist		27.61
15070 - Flight Instructor (Pilot)		34.91
15080 - Graphic Artist		20.47
15085 - Maintenance Test Pilot Fixed Jet/Prop		34.91
15086 - Maintenance Test Pilot Rotary Wing		34.91
15088 - Non-Maintenance Test/Co-Pilot		34.91
15090 - Technical Instructor		17.67
15095 - Technical Instructor/Course Developer		23.78
15110 - Test Proctor		15.70
15120 - Tutor		15.70
16000 - Laundry Dry-Cleaning Pressing And Related Occupations		
16010 - Assembler		10.37***
16030 - Counter Attendant		10.37***
16040 - Dry Cleaner		11.84***
16070 - Finisher Flatwork Machine		10.37***
16090 - Presser Hand		10.37***
16110 - Presser Machine Drycleaning		10.37***
16130 - Presser Machine Shirts		10.37***
16160 - Presser Machine Wearing Apparel Laundry		10.37***
16190 - Sewing Machine Operator		12.34***
16220 - Tailor		12.83***
16250 - Washer Machine		10.86***
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.46
19040 - Tool And Die Maker		24.46
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		13.96***
21030 - Material Coordinator		22.97
21040 - Material Expediter		22.97
21050 - Material Handling Laborer		11.43***
21071 - Order Filler		10.62***
21080 - Production Line Worker (Food Processing)		13.96***
21110 - Shipping Packer		17.12
21130 - Shipping/Receiving Clerk		17.12
21140 - Store Worker I		15.38
21150 - Stock Clerk		21.62

Exhibit 9.a

21210 - Tools And Parts Attendant	13.96***
21410 - Warehouse Specialist	13.96***
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.04
23019 - Aircraft Logs and Records Technician	19.47
23021 - Aircraft Mechanic I	23.84
23022 - Aircraft Mechanic II	25.04
23023 - Aircraft Mechanic III	26.30
23040 - Aircraft Mechanic Helper	16.58
23050 - Aircraft Painter	22.39
23060 - Aircraft Servicer	19.47
23070 - Aircraft Survival Flight Equipment Technician	22.39
23080 - Aircraft Worker	21.03
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	21.03
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	23.84
23110 - Appliance Mechanic	19.46
23120 - Bicycle Repairer	15.61
23125 - Cable Splicer	21.55
23130 - Carpenter Maintenance	17.58
23140 - Carpet Layer	18.20
23160 - Electrician Maintenance	18.21
23181 - Electronics Technician Maintenance I	18.20
23182 - Electronics Technician Maintenance II	19.46
23183 - Electronics Technician Maintenance III	20.72
23260 - Fabric Worker	16.94
23290 - Fire Alarm System Mechanic	16.77
23310 - Fire Extinguisher Repairer	15.61
23311 - Fuel Distribution System Mechanic	20.72
23312 - Fuel Distribution System Operator	15.61
23370 - General Maintenance Worker	13.21***
23380 - Ground Support Equipment Mechanic	23.84
23381 - Ground Support Equipment Servicer	19.47
23382 - Ground Support Equipment Worker	21.03
23391 - Gunsmith I	15.61
23392 - Gunsmith II	18.20
23393 - Gunsmith III	20.72
23410 - Heating Ventilation And Air-Conditioning Mechanic	17.88
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	19.02
23430 - Heavy Equipment Mechanic	19.50
23440 - Heavy Equipment Operator	17.98
23460 - Instrument Mechanic	20.72
23465 - Laboratory/Shelter Mechanic	19.46
23470 - Laborer	11.43***
23510 - Locksmith	19.46
23530 - Machinery Maintenance Mechanic	23.13
23550 - Machinist Maintenance	20.72

23580 - Maintenance Trades Helper	10.99***
23591 - Metrology Technician I	20.72
23592 - Metrology Technician II	22.03
23593 - Metrology Technician III	23.33
23640 - Millwright	20.72
23710 - Office Appliance Repairer	19.46
23760 - Painter Maintenance	15.49
23790 - Pipefitter Maintenance	18.39
23810 - Plumber Maintenance	17.27
23820 - Pneudraulic Systems Mechanic	20.72
23850 - Rigger	20.72
23870 - Scale Mechanic	18.20
23890 - Sheet-Metal Worker Maintenance	17.77
23910 - Small Engine Mechanic	18.20
23931 - Telecommunications Mechanic I	19.76
23932 - Telecommunications Mechanic II	21.01
23950 - Telephone Lineman	18.75
23960 - Welder Combination Maintenance	18.31
23965 - Well Driller	21.13
23970 - Woodcraft Worker	20.71
23980 - Woodworker	15.61
24000 - Personal Needs Occupations	
24550 - Case Manager	15.01
24570 - Child Care Attendant	10.09***
24580 - Child Care Center Clerk	13.25***
24610 - Chore Aide	14.06***
24620 - Family Readiness And Support Services Coordinator	15.01
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.79
25040 - Sewage Plant Operator	22.89
25070 - Stationary Engineer	22.79
25190 - Ventilation Equipment Tender	15.72
25210 - Water Treatment Plant Operator	22.89
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90***
27007 - Baggage Inspector	9.63***
27008 - Corrections Officer	13.26***
27010 - Court Security Officer	13.26***
27030 - Detection Dog Handler	10.90***
27040 - Detention Officer	13.26***
27070 - Firefighter	13.26***
27101 - Guard I	9.63***
27102 - Guard II	10.90***
27131 - Police Officer I	13.26***
27132 - Police Officer II	14.74***
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.24***
28042 - Carnival Equipment Repairer	14.46***

28043 - Carnival Worker	9.78***
28210 - Gate Attendant/Gate Tender	13.18***
28310 - Lifeguard	11.01***
28350 - Park Attendant (Aide)	14.74***
28510 - Recreation Aide/Health Facility Attendant	11.84***
28515 - Recreation Specialist	18.26
28630 - Sports Official	11.74***
28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	26.02
29020 - Hatch Tender	26.02
29030 - Line Handler	26.02
29041 - Stevedore I	24.21
29042 - Stevedore II	27.82
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	41.27
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	28.46
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	31.33
30021 - Archeological Technician I	18.17
30022 - Archeological Technician II	20.33
30023 - Archeological Technician III	25.19
30030 - Cartographic Technician	25.19
30040 - Civil Engineering Technician	25.19
30051 - Cryogenic Technician I	27.89
30052 - Cryogenic Technician II	30.80
30061 - Drafter/CAD Operator I	18.17
30062 - Drafter/CAD Operator II	20.33
30063 - Drafter/CAD Operator III	22.66
30064 - Drafter/CAD Operator IV	27.89
30081 - Engineering Technician I	16.19
30082 - Engineering Technician II	18.17
30083 - Engineering Technician III	20.33
30084 - Engineering Technician IV	25.19
30085 - Engineering Technician V	30.80
30086 - Engineering Technician VI	37.27
30090 - Environmental Technician	25.19
30095 - Evidence Control Specialist	25.19
30210 - Laboratory Technician	22.66
30221 - Latent Fingerprint Technician I	27.89
30222 - Latent Fingerprint Technician II	30.80
30240 - Mathematical Technician	25.19
30361 - Paralegal/Legal Assistant I	19.54
30362 - Paralegal/Legal Assistant II	24.21
30363 - Paralegal/Legal Assistant III	29.61
30364 - Paralegal/Legal Assistant IV	35.83
30375 - Petroleum Supply Specialist	30.80
30390 - Photo-Optics Technician	24.12
30395 - Radiation Control Technician	30.80
30461 - Technical Writer I	25.19
30462 - Technical Writer II	30.80

30463 - Technical Writer III	37.27
30491 - Unexploded Ordnance (UXO) Technician I	26.22
30492 - Unexploded Ordnance (UXO) Technician II	31.73
30493 - Unexploded Ordnance (UXO) Technician III	38.03
30494 - Unexploded (UXO) Safety Escort	26.22
30495 - Unexploded (UXO) Sweep Personnel	26.22
30501 - Weather Forecaster I	27.89
30502 - Weather Forecaster II	33.93
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2) 22.66
30621 - Weather Observer Senior	(see 2) 25.19
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.73
31020 - Bus Aide	8.97***
31030 - Bus Driver	11.73***
31043 - Driver Courier	10.26***
31260 - Parking and Lot Attendant	9.91***
31290 - Shuttle Bus Driver	11.65***
31310 - Taxi Driver	11.41***
31361 - Truckdriver Light	11.21***
31362 - Truckdriver Medium	12.16***
31363 - Truckdriver Heavy	16.10
31364 - Truckdriver Tractor-Trailer	16.10
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.47
99030 - Cashier	9.63***
99050 - Desk Clerk	9.70***
99095 - Embalmer	26.22
99130 - Flight Follower	26.22
99251 - Laboratory Animal Caretaker I	23.62
99252 - Laboratory Animal Caretaker II	25.80
99260 - Marketing Analyst	21.54
99310 - Mortician	26.22
99410 - Pest Controller	14.61***
99510 - Photofinishing Worker	13.78***
99710 - Recycling Laborer	17.32
99711 - Recycling Specialist	23.38
99730 - Refuse Collector	16.40
99810 - Sales Clerk	10.15***
99820 - School Crossing Guard	17.45
99830 - Survey Party Chief	23.79
99831 - Surveying Aide	13.53***
99832 - Surveying Technician	17.58
99840 - Vending Machine Attendant	23.62
99841 - Vending Machine Repairer	30.08
99842 - Vending Machine Repairer Helper	23.62

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.80 per hour up to 40 hours per week or \$192.00 per week or \$832.00 per month

HEALTH & WELFARE EO 13706: \$4.41 per hour up to 40 hours per week or \$176.40 per week or \$764.40 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

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

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Juneteenth National Independence Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

1) **COMPUTER EMPLOYEES:** This wage determination does not apply to any individual employed in a bona fide executive administrative or professional capacity as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17) this wage determination may not include wage rates for all occupations within those job families. In such instances a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry and are not determinative of whether an employee is an exempt computer professional. To be exempt computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

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

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

(3) The design documentation testing creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14 2006)). Accordingly this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime

(i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading

and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in those instances where the uniforms furnished are made of ""wash and wear"" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms

of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the ""Service Contract Act Directory of Occupations"" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR

4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.

- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

When preparing a conformance request the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

AFFIDAVIT RE CONTINGENT FEES

CITY OF _____)
) ss.
 ISLAND OF GUAM)

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

1. The name of the offering company or individual is [state name of company]
 _____.
2. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. This statement is made pursuant to 2 GAR Division 4 11108(f).
3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. This statement is made pursuant to 2 GAR Division 4 11108(h).
4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

 Signature of one of the following:

Offeror, if the offeror is an individual;
 Partner, if the offeror is a partnership;
 Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this _____ day of _____, 20_____.

 NOTARY PUBLIC

My commission expires _____, _____.

Business Associate Contracts

SAMPLE BUSINESS ASSOCIATE AGREEMENT PROVISIONS

(Published January 25, 2013 by US Dept. of Health and Human Services)

Introduction

A “business associate” is a person or entity, other than a member of the workforce of a covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to protected health information. A “business associate” also is a subcontractor that creates, receives, maintains, or transmits protected health information on behalf of another business associate. The HIPAA Rules generally require that covered entities and business associates enter into contracts with their business associates to ensure that the business associates will appropriately safeguard protected health information. The business associate contract also serves to clarify and limit, as appropriate, the permissible uses and disclosures of protected health information by the business associate, based on the relationship between the parties and the activities or services being performed by the business associate. A business associate may use or disclose protected health information only as permitted or required by its business associate contract or as required by law. A business associate is directly liable under the HIPAA Rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of protected health information that are not authorized by its contract or required by law. A business associate also is directly liable and subject to civil penalties for failing to safeguard electronic protected health information in accordance with the HIPAA Security Rule.

A written contract between a covered entity and a business associate must: (1) establish the permitted and required uses and disclosures of protected health information by the business associate; (2) provide that the business associate will not use or further disclose the information other than as permitted or required by the contract or as required by law; (3) require the business associate to implement appropriate safeguards to prevent unauthorized use or disclosure of the information, including implementing requirements of the HIPAA Security Rule with regard to electronic protected health information; (4) require the business associate to report to the covered entity any use or disclosure of the information not provided for by its contract, including incidents that constitute breaches of unsecured protected health information; (5) require the business associate to disclose protected health information as specified in its contract to satisfy a covered entity’s obligation with respect to individuals’ requests for copies of their protected health information, as well as make available protected health information for amendments (and incorporate any amendments, if required) and accountings; (6) to the extent the business associate is to carry out a covered entity’s obligation under the Privacy Rule, require the business associate to comply with the requirements applicable to the obligation; (7) require the business associate to make available to HHS its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the business associate

on behalf of, the covered entity for purposes of HHS determining the covered entity's compliance with the HIPAA Privacy Rule; (8) at termination of the contract, if feasible, require the business associate to return or destroy all protected health information received from, or created or received by the business associate on behalf of, the covered entity; (9) require the business associate to ensure that any subcontractors it may engage on its behalf that will have access to protected health information agree to the same restrictions and conditions that apply to the business associate with respect to such information; and (10) authorize termination of the contract by the covered entity if the business associate violates a material term of the contract. Contracts between business associates and business associates that are subcontractors are subject to these same requirements.

This document includes sample business associate agreement provisions to help covered entities and business associates more easily comply with the business associate contract requirements. While these sample provisions are written for the purposes of the contract between a covered entity and its business associate, the language may be adapted for purposes of the contract between a business associate and subcontractor.

This is only sample language and use of these sample provisions is not required for compliance with the HIPAA Rules. The language may be changed to more accurately reflect business arrangements between a covered entity and business associate or business associate and subcontractor. In addition, these or similar provisions may be incorporated into an agreement for the provision of services between a covered entity and business associate or business associate and subcontractor, or they may be incorporated into a separate business associate agreement. These provisions address only concepts and requirements set forth in the HIPAA Privacy, Security, Breach Notification, and Enforcement Rules, and alone may not be sufficient to result in a binding contract under State law. They do not include many formalities and substantive provisions that may be required or typically included in a valid contract. Reliance on this sample may not be sufficient for compliance with State law, and does not replace consultation with a lawyer or negotiations between the parties to the contract.

Sample Business Associate Agreement Provisions

Words or phrases contained in brackets are intended as either optional language or as instructions to the users of these sample provisions.

Definitions

Catch-all definition:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean [Insert Name of Business Associate].

(b) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean [Insert Name of Covered Entity].

(c) HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;

(c) Report to covered entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

[The parties may wish to add additional specificity regarding the breach notification obligations of the business associate, such as a stricter timeframe for the business associate to report a potential breach to the covered entity and/or whether the business associate will handle breach notifications to individuals, the HHS Office for Civil Rights (OCR), and potentially the media, on behalf of the covered entity.]

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;

(e) Make available protected health information in a designated record set to the [Choose either “covered entity” or “individual or the individual’s designee”] as necessary to satisfy covered entity’s obligations under 45 CFR 164.524;

[The parties may wish to add additional specificity regarding how the business associate will respond to a request for access that the business associate receives directly from the individual (such as whether and in what time and manner a business associate is to provide the requested access or whether the business associate will forward the individual's request to the covered entity to fulfill) and the timeframe for the business associate to provide the information to the covered entity.]

(f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;

[The parties may wish to add additional specificity regarding how the business associate will respond to a request for amendment that the business associate receives directly from the individual (such as whether and in what time and manner a business associate is to act on the request for amendment or whether the business associate will forward the individual's request to the covered entity) and the timeframe for the business associate to incorporate any amendments to the information in the designated record set.]

(g) Maintain and make available the information required to provide an accounting of disclosures to the [Choose either "covered entity" or "individual"] as necessary to satisfy covered entity's obligations under 45 CFR 164.528;

[The parties may wish to add additional specificity regarding how the business associate will respond to a request for an accounting of disclosures that the business associate receives directly from the individual (such as whether and in what time and manner the business associate is to provide the accounting of disclosures to the individual or whether the business associate will forward the request to the covered entity) and the timeframe for the business associate to provide information to the covered entity.]

(h) To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Permitted Uses and Disclosures by Business Associate

(a) Business associate may only use or disclose protected health information

[Option 1 – Provide a specific list of permissible purposes.]

[Option 2 – Reference an underlying service agreement, such as "as necessary to perform the services set forth in Service Agreement."]

[In addition to other permissible purposes, the parties should specify whether the business associate is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c). The parties also may wish to specify the manner in which the business associate will de-identify the information and the permitted uses and disclosures by the business associate of the de-identified information.]

(b) Business associate may use or disclose protected health information as required by law.

(c) Business associate agrees to make uses and disclosures and requests for protected health information

[Option 1] consistent with covered entity's minimum necessary policies and procedures.

[Option 2] subject to the following minimum necessary requirements: [Include specific minimum necessary provisions that are consistent with the covered entity's minimum necessary policies and procedures.]

(d) Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity [if the Agreement permits the business associate to use or disclose protected health information for its own management and administration and legal responsibilities or for data aggregation services as set forth in optional provisions (e), (f), or (g) below, then add “, except for the specific uses and disclosures set forth below.”]

(e) [Optional] Business associate may use protected health information for the proper management and administration of the business associate or to carry out the legal responsibilities of the business associate.

(f) [Optional] Business associate may disclose protected health information for the proper management and administration of business associate or to carry out the legal responsibilities of the 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.

(g) [Optional] Business associate may provide data aggregation services relating to the health care operations of the covered entity.

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

(a) [Optional] Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information.

(b) [Optional] Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.

(c) [Optional] Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.

Permissible Requests by Covered Entity

[Optional] Covered entity shall not request business associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by covered entity. [Include an exception if the business associate will use or disclose protected health information for, and the agreement includes provisions for, data aggregation or management and administration and legal responsibilities of the business associate.]

Term and Termination

(a) Term. The Term of this Agreement shall be effective as of [Insert effective date], and shall terminate on [Insert termination date or event] or on the date covered entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. 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 cured the breach or ended the violation within the time specified by covered entity]. [Bracketed language may be added if the covered entity wishes to provide the business associate with an opportunity to cure a violation or breach of the contract before termination for cause.]

(c) Obligations of Business Associate Upon Termination.

[Option 1 – if the business associate is to return or destroy all protected health information upon termination of the agreement]

Upon termination of this Agreement for any reason, business associate shall return to covered entity [or, if agreed to by covered entity, destroy] all protected health information received from covered entity, or created, maintained, or received by business associate on behalf of

covered entity, that the business associate still maintains in any form. Business associate shall retain no copies of the protected health information.

[Option 2—if the agreement authorizes the business associate to use or disclose protected health information for its own management and administration or to carry out its legal responsibilities and the business associate needs to retain protected health information for such purposes after termination of the agreement]

Upon termination of this Agreement for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:

1. Retain only that protected health information 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 protected health information that the business associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as business associate retains the protected health information;
4. Not use or disclose the protected health information retained by business associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at [Insert section number related to paragraphs (e) and (f) above under “Permitted Uses and Disclosures By Business Associate”] which applied prior to termination; and
5. Return to covered entity [or, if agreed to by covered entity, destroy] the protected health information 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.

[The agreement also could provide that the business associate will transmit the protected health information to another business associate of the covered entity at termination, and/or could add terms regarding a business associate’s obligations to obtain or ensure the destruction of protected health information created, received, or maintained by subcontractors.]

(d) Survival. The obligations of business associate under this Section shall survive the termination of this Agreement.

Miscellaneous [Optional]

(a) [Optional] Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

(b) [Optional] 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.

(c) [Optional] Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

**Acknowledgement of Receipt of Sample Business Associates Agreement Provisions
(Published January 25, 2013 by Department of Health and Human Services).**

The undersigned certifies it has received a copy and agrees to its terms if applicable to the offeror or 3rd party engagement(s).

Printed Name and Title of Official

Signature of Official Authorized

Date_____

ANNUAL COST PROPOSAL RFP

Form F

Offeror: _____

Page 1 of 2

The cost/budget amount is the same for each year of the contract.

Category	Hourly Rate (for A & B)	Year One	Year Two	Year Three
A. Personnel				
(Attach Staffing Pattern)		\$	\$	
		\$	\$	
Total Personnel		\$	\$	
B. Benefits		\$	\$	
		\$	\$	
Total Benefits		\$	\$	
C. Travel				
		\$	\$	
Total Travel		\$	\$	
D. Supplies, Equipment, and Other				
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
Total Supplies, Equipment, and Other		\$	\$	
E. Contractual				
		\$	\$	
		\$	\$	
		\$	\$	
Total Contractual		\$	\$	
TOTAL PROPOSED BUDGET		\$	\$	

Cost Proposal Submitted by:

Page 2 of 2 (RFP)

Name: _____

Title: _____

Date: _____

Offer Amount: _____

(Same Amount for each contract year)

Cost Proposal _____ Accepted _____ Rejected. Reason _____

_____ GBHWC Counter Offer \$ _____. _____ Accepted _____ Rejected by Offeror.

_____ Offeror Counter Offer \$ _____. _____ Accepted _____ Rejected by GBHWC.

Comments/Counter offer/Negotiation:

Accepted and agreed by both Parties.

GBHWC:**Offeror:**

By: _____ By: _____

(Signature & Date)

(Signature & Date)

Name: _____ Name: _____

Title: _____ Title: _____

GBHWC DIRECTOR'S APPROVAL

Offer/counter offer is accepted and terms negotiated approved:

Date

RECEIVED

Exhibit 13

AUG 19 2022



GOVERNMENT OF GUAM
DEPARTMENT OF ADMINISTRATION
Bureau of Budget and
Financial Management SYSTEM
Management Research

INTRA - GOV'T OF GUAM WORK REQUEST

WZ ACCOUNT: 5100222300 WLY Encumbrance No.: _____

☐ Original Request
☒ Amendment No.: 1

FROM Office of the Governor - Guam State Clearinghouse ORIGINATING DEPT		DEPT. REQUEST NO. U220200002 (10 characters only)	
TO Guam Behavioral Health and Wellness Center ACCEPTING DEPT		ACCOUNT NO. 5683C210200CV610-280 with Object Class (19 characters only)	
AMOUNT AUTHORIZED \$ 1,307,272.47		VENDOR NO. (8 characters only)	
DESIRED COMPLETION DATE 09/30/23 MM/DD/YYYY	OBLIGATION END DATE 09/30/23 MM/DD/YYYY	EXPENDITURE END DATE 12/29/23 MM/DD/YYYY	
WORK / SOURCE DESCRIPTION / or AMENDMENT JUSTIFICATION : [Program Title] Education Stabilization Fund II - Subgrant Awarding to: This work request document to serve as attachment A to the MOU amendment for (insert name) henceforth extending the project performance period from 09/30/2022 to 09/30/2023.			
CERTIFICATION OF FUNDS AVAILABILITY CERIFYING OFFICER'S NAME / SIGNATURE <u>[Signature]</u> DATE <u>8/19/22</u>		REQUESTING OFFICIAL REQUESTING OFFICIAL'S NAME / SIGNATURE <u>[Signature]</u> DATE <u>08-19-2022</u>	
COST BREAKDOWN			
OBJECT CLASSIFICATION	ORIGINAL	AMENDMENT	RESERVE
111 - SALARIES & WAGES	\$	\$	\$
112 - OVERTIME			
113 - FRINGE BENEFITS			
220 - TRAVEL			
230 - CONTRACTUAL SERVICES	1,307,272.47		
240 - SUPPLIES & MATERIAL			
250 - EQUIPMENT			
361 - POWER			
362 - WATER			
363 - TELEPHONE			
450 - CAPITAL OUTLAY			
- [OTHER]			
TOTAL \$	1,307,272.47	\$	1,307,272.47
REMARKS: BBMR USE ONLY CLEARED PER BBMR'S REVIEW AUG 26 2022 LESTER L. CARLSON JR., DIRECTOR APPROVED BY <u>[Signature]</u> DATE <u>8/19/22</u>		REMARKS: ACCEPTING DEPT / AGENCY USE ONLY DOA USE ONLY WR/Z-Acct Updated 2022-09-01 *ALMA* REVIEWED BY DATE APPROVED BY DATE	

Form ACC-WRQ001 (v 1.5 Revised 09/2022)

**AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE
OFFICE OF THE GOVERNOR OF GUAM AND THE GUAM BEHAVIORAL HEALTH
AND WELLNESS CENTER FOR THE
Education Stabilization Fund (ESF) – Governor's Fund**

This document contains an Amendment to the Memorandum of Understanding ("MOU") between the Office of the Governor of Guam ("OGG"), an agency of the Government of Guam, and the Guam Behavioral Health and Wellness Center ("GBHWC").

WHEREAS, The Office of the Governor of Guam and the Guam Behavioral Health and Wellness Center entered into a MOU on December 02, 2021; and

WHEREAS, the applicable provisions of the MOU state: This MOU subaward may only be amended, modified, or terminated in accordance with the terms and conditions of Federal Award Number S425H210004 and the provisions of the 2 CFR Part 200. Part IV, number seven (7) states that "Any subsequent amendment(s) regarding the budget and/or project period, budget increase or decrease, and/or work source description will be reflected in the IGGWR. Such amendment shall only require the signatures or appropriate parties as indicated in the IGGWR; and


WHEREAS, the United States Department of Education has a signed Certification and Agreement with the Government of Guam indicating that funds must be obligated by the Governor and subgrantees no later than September 30, 2023. This amended performance period will be provided to the Subrecipient through Work Request #U220200002, which is hereby attached to this Amendment as Attachment A; and the signed Certification and Agreement is attached to this Amendment as Attachment B; and

WHEREAS, the Office of the Governor and the Guam Behavioral Health and Wellness Center desire to amend the MOU to reflect the new obligation end date of September 30, 2023 for the ESF-Governor's Fund accounts. The original MOU amount of \$1,307,272.47 will remain the same; and

The MOU and amended performance period are hereby provided in accordance with the terms and conditions of the MOU, Federal Award No. S425H210004, Attachment A, and Attachment B. The new extension term and revised deliverable dates are as follows:


Project Name	Effective Date	Total	Federal Award / Acct Number	Deliverable
SafeGU Project	Date of BBMR Signature	\$1,307,272.47	S425H210004 5683C210200CV610-280	All invoices for expenditures submitted to GSC for processing and processed by DOA before September 30, 2023
	<u>TOTAL</u>	<u>\$1,307,272.47</u>		

**OFFICE OF THE GOVERNOR OF
GUAM:**




JON JUNIOR CALVO
Chief of Staff
Date: 08-19-2022

**GUAM BEHAVIORAL HEALTH
AND WELLNESS CENTER:**



for THERESA C. ARRIOLA
Director
Date: 8/15/22
UEI Number: KMYQJ59FIRK4


CERTIFYING OFFICER:



LYNETTE O. MUNA
Certifying Officer, Office of the Governor of
Guam

Amount: \$1,307,272.42
MOU Number: U220200002
Account Number:
5683C210200CV610-280 (\$1,307,272.42)
Date: 8/19/22

**BUREAU OF BUDGET AND
MANAGEMENT RESEARCH:**



Lester L. Carlson, Jr.
Director
Date: AUG 26 2022

**CLEARED PER
BBMR'S REVIEW**

RECEIVED

AUG 19 2022

Bureau of Budget and
Management Research

FORM G: Compliance with Federal Financial Accountability Transparency Act

Guam Behavioral Health and Wellness Center
U.S. Department of Education
CARES ACT
Educational Stabilization Funds

Compliance with Federal Financial Accountability Transparency Act

Partner/Subrecipient/ Sub Grantee agree that:

Award Term for Federal Financial Accountability and Transparency Act (FFATA)

Reporting Subawards and Executive Compensation.

a. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. Where and when to report.

i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. the total Federal funding authorized to date under this award is \$25,000 or more; ii.in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

- i. As part of your registration profile at <http://www.ccr.gov>.
- ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if— i.in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

- i. To the recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

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

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

e. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:

- i. A Governmental organization, which is a State, local government, or Indian tribe;
- ii. A foreign public entity;
- iii. A domestic or foreign nonprofit organization;
- iv. A domestic or foreign for-profit organization;
- v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:

- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
- iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. Subrecipient means an entity that:

- i. Receives a subaward from you (the recipient) under this award; and
- ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

#

SUBMITTED BY:

Signature of Authorized Official:	Date:
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Name of Authorized Official:

Name of Organization:

FORM H: Certification of Compliance with U.S. ED Standards of Conduct for Recipient Employees

Guam Behavioral Health and Wellness Center
U.S. Department of Education
CARES ACT
Education Stabilization Funds

Certification of Compliance with U.S. ED Standards of Conduct for Recipient Employees

Partner/Subrecipient/Sub Grantee agree comply with U.S. ED requirements:

U.S. ED requires recipients to establish safeguards to prevent employees, consultants, members of governing bodies, and others who may be involved in grant-supported activities from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others, such as those with whom they have family, business, or other ties. These safeguards must be reflected in written standards of conduct. Except as provided below, U.S. ED does not require a recipient to establish separate standards of conduct if it maintains such standards for its non-grant-supported activities, as long as those standards are consistent with State and local laws and cover, at a minimum, expected conduct in regard to financial interests, gifts, gratuities and favors, nepotism, and such other areas for governmental organizations as political participation and bribery.

The standards also must do the following:

Address the conditions under which outside activities, relationships, or financial interests are proper or improper.

Provide for advance notification of outside activities, relationships, or financial interests to a responsible organizational official.

Include a process for notification and review by the responsible official of potential or actual violations of the standards.

Specify the nature of penalties that the recipient may impose. These penalties would be in addition to any penalties that U.S. ED or a cognizant Federal agency may impose for infractions that also violate the terms and conditions of award.

Recipients are not required to submit its general standards of conduct to U.S. ED for review or approval. However, a copy must be made available to each of the recipient's officers; each employee and consultant working on the grant-supported program, project, or activity; each member of the governing board, if applicable; and, upon request, the OPDIV. The recipient is responsible for enforcing its standards of conduct, taking appropriate action on individual infractions, and, in the case of financial conflict of interest, informing the GMO if the infraction is related to a research award (see "Other Research-Related Requirements—Financial Conflict of Interest" for the specific regulatory requirements that apply to financial conflict of interest under research grants).

If a suspension or separation action is taken by a recipient against a PI/PD or other key personnel, the recipient must request prior approval of the proposed replacement.

Hatch Act

The Hatch Act restricts political activity of executive branch employees of the federal government and District of Columbia government employees (5 U.S.C. 7321–7328) and State or local officers or employees (5 U.S.C. 1501–1528). “State or local officer or employee” means an individual employed by a State or local agency whose principal employment is in connection with an activity that is financed in whole or in part by loans or grants made by the United States or a Federal agency. (Certain State educational or research institutions are excluded from this definition.)

Age Discrimination Act of 1975

The Age Discrimination Act of 1975, 42 U.S.C. 6101 *et seq.*, prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance. The U.S. ED implementing regulations are codified at 34 CFR part 110.

Civil Rights Act of 1964

Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d *et seq.*, provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The U.S. ED implementing regulations are codified at 34 CFR part 100.

Education Amendments of 1972

Title IX of the Education Amendments of 1972, 20 U.S.C. 1681, 1682, 1683, 1685, and 1686, provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. The U.S. ED implementing regulations are codified at 34 CFR part 106.

Rehabilitation Act of 1973

Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment. The U.S. ED implementing regulations are codified at 34 CFR part 105.

Conflict of Interest

Sub Grantees must establish personnel policy to prevent employees, consultants, members of governing bodies, and others involved in grant-supported activities from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others, such as those with whom they have family, business, or other ties. The personnel policy must:

- Address the conditions under which outside activities, relationships, or financial interests are proper or improper
- Provide for advance notification of outside activities, relationships, or financial interests to a responsible organizational official
- Include a process for notification and review by the responsible official of potential or actual violations of the standards
- Specify the nature of penalties that may be imposed for violations

Reference pg. II-7 of the U.S. ED Grants Policy Statement

Drug-Free Workplace

The personal policy must include the following:

- The unlawful manufacture, distribution, dispensing, possession, or use of controlled substances is prohibited in the workplace.
- Employees must notify management, as a condition of employment, in writing within five calendar days, if they are convicted of violating a criminal drug statute.
- Appropriate personnel action must be taken, within 30 calendar days, against any employee convicted of violating a criminal drug statute up to and including termination, or require the employee to participate satisfactorily in a federal, state, local, or law enforcement-approved drug abuse assistance or rehabilitation program.
- Federal agencies must be notified in writing, within 10 calendar days, if any employee engaged in the performance of an award is convicted of violating a criminal drug statute.

Reference the Government-wide Requirements for Drug-Free Workplace, [§§ 82.3 and 82.4 of 34 CFR Part 84](#).

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

Contractor and its subcontractor, and their employees associated with performance under this procurement shall not (i) engage in severe forms of trafficking in persons during the period of time that the procurement is in effect; (ii) procure a commercial sex act during the time that the procurement is in effect, or (iii) used forced labor in the performance of services in this procurement as defined in the TVPA as amended or the federal regulations, including but not limited to 2 CFR 175. The Government of Guam and the United States Department of Education may terminate any work, contract, grant, subgrant without penalty for any violation of these provisions by the Contractor and its subcontractors and their employees, imputed to the Contractor or its subcontractor imputed to them using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by the United States Department of Education 34 CFR part 84.

Contractor and its subcontractors shall inform the Government of Guam and the United States Department of Education immediately of any information they receive from any source alleging violation of (i)(ii) and (iii) above. Contractor and its subcontractors must include this section in any subcontracts they make in this procurement. The following definitions apply to this section: (1) "Employee" means either: an individual employed by you or a subrecipient who is engaged in the performance of this procurement; or another person engaged in the performance of services in this procurement not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements. (2) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery. (3). "Private entity": means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

Partner/ Subrecipient/ Sub Grantee, agrees to provide GBHWC a copy of their written policies and procedures in compliance with the above, upon GBHW's request.

SUBMITTED BY:

Signature of Authorized Official:	Date:
-----------------------------------	-------

Name of Authorized Official:

Name of Organization:

FORM H: Civil Rights Requirements

Civil Rights Requirements

Community Partner:

Civil Rights Contact Person:

Title/Address:

Telephone Number:

Number of persons employed by the organizational unit:

FORM I: Limited English Proficiency Certification

Guam Behavioral Health and Wellness Center
U.S. Department of Education
CARES ACT
Educational Stabilization Funds

Limited English Proficiency Certification

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

SUBMITTED BY:

Signature:	Date:
------------	-------

Name:	Title:
-------	--------

Agency:

FORM J: Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards

Guam Behavioral Health and Wellness Center
U.S. Department of Education
CARES ACT
Educational Stabilization Funds

Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards

Partner/Subrecipient/ Sub Grantee by signing below certify they will comply with U.S. ED's Uniform Administrative Requirements, Cost Principles, and Audit Requirements.

U.S. ED grants webpages are currently being updated to reflect the new guidance effective December 26, 2014.

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is the final revised rule streamlining grant management requirements. This guidance supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122 (which have been placed in OMB guidances); Circulars A-89, A-102, and A-133; and the guidance in Circular A-50 on Single Audit Act follow-up. U.S. ED Codified 2 CFR 200 in its regulations at 34 CFR 76. The Uniform Guidance is effective as of December 26, 2014.

Repealed, effective 12/26/14		New, effective 12/26/14
Administrative Requirements:		2 CFR 200/45 CFR Part 75 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for U.S. ED Awards"
34 CFR 76/ 2 CFR 200	State Administered Programs	
Cost Principles:		
2 CFR 220 OMB Circ. A-21	Institutions of higher education	
2 CFR 225/ OMB Circ. A-87	State, local, and tribal governments	
2 CFR 230/ OMB Circ. A-122	Non-profit organizations	
2 CFR 215	Hospitals	
Audits:		
OMB Circ. A-133	States, local governments, and non-profits	

Available From: <https://www.ecfr.gov/current/title-34/subtitle-A/part-76?toc=1>

SUBMITTED BY:

Signature of Authorized Official:	Date:
Name of Authorized Official:	
Name of Organization:	

FORM K: Procurement Standards

Guam Behavioral Health and Wellness Center
U.S. Department of Education
CARES ACT
Educational Stabilization Funds

Procurement Standards – 2 CFR Chapter I and Chapter II, Part 200, et. al.

Partner/Subrecipient/ Sub Grantee by signing below acknowledge that they have been advised of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final agree that they shall apply and are part of this procurement and that they shall comply with applicable provision in their own procurements.

Note, it is possible for the prior OMB Circulars and Regulation to be declared to apply until September 30, 2016 as to new 2 CFR Part 200- Uniform Grant Requirements.

A non-Federal entity needs to include a contemporaneous memorandum in its procurement file that prior OMB Circulars and Regulation applying to the procurement.

Title 2: Grants and Agreements

PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

Subpart B—General Provisions

200.110 Effective/applicability date.

(a) The standards set forth in this part which affect administration of Federal awards issued by Federal awarding agencies become effective once implemented by Federal awarding agencies or when any future amendment to this part becomes final. Federal awarding agencies must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB. For the procurement standards in §§200.317-200.326, non-Federal entities may continue to comply with the procurement standards in previous OMB guidance (superseded by this part as described in §200.104) for one additional fiscal year after this part goes into effect. If a non-Federal entity chooses to use the previous procurement standards for an additional fiscal year before adopting the procurement standards in this part, the non-Federal entity must document this decision in their internal procurement policies.

(b) The standards set forth in Subpart F—Audit Requirements of this part and any other standards which apply directly to Federal agencies will be effective December 26, 2013 and will apply to audits of fiscal years beginning on or after December 26, 2014.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75882, Dec. 19, 2014]

FEDERAL FUNDS- Government of Guam and Non-Federal Entities –Including Sub-Recipients of the Government of Guam

All purchase orders and contracts funded in whole or in part by Federal funds covered by *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule - Procurement Standards* (2 CFR Chapter I, Chapter II, Part 200, et al.) are to comply with, but not limited to the following regulations:

§200.317 Procurements by states.

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322 Procurement of recovered materials and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. **All other non-Federal entities, including subrecipients of a state, will follow §§200.318 General procurement standards through 200.326 Contract provisions.**

§200.318 General procurement standards.

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(c)(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.212 Suspension and debarment.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own

risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(j)(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor

exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

§200.319 Competition.

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (2) Requiring unnecessary experience and excessive bonding;
- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive contracts to consultants that are on retainer contracts;
- (5) Organizational conflicts of interest;
- (6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
- (7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

- (1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the

performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

§200.320 Methods of procurement to be followed. The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present: (i) A complete, adequate, and realistic specification or purchase description is available; (ii) Two or more responsible bidders are willing and able to compete effectively for the business; and (iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply: (i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for state, local, and tribal governments, the invitation for bids must be publically advertised; (ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond; (iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly; (iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and (v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

- (3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
- (4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- (5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- (1) The item is available only from a single source;
- (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- (3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- (4) After solicitation of a number of sources, competition is determined inadequate.

§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

§200.322 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

§200.323 Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§200.324 Federal awarding agency or pass-through entity review.

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

- (1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;
- (2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
- (3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;
- (4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
- (5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity

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must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§200.325 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying

a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§200.326 Contract provisions. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage

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determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours

in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must 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 the non-Federal award.

(J) Procurement of recovered materials. (2 CFR § 200.322)

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A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a

manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

Procurement Standards – 2 CFR Chapter I and Chapter II, Part 200, et. al.

Partner/Subrecipient/ Sub Grantee by signing below acknowledge receipt of all nine (9) pages of this form, and that they have been advised of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards above, and they agree that they shall apply and are part of this procurement and that they shall comply with applicable provision in their own procurements.

SUBMITTED BY:

Signature of Authorized Official:	Date:
Name of Authorized Official:	
Name of Organization:	

FORM L: Federal Grant Fund Certifications and Assurances and Notices of Grant Award No. S425H210004 and Amendments.

Guam Behavioral Health and Wellness Center
U.S. Department of Education
CARES ACT
Educational Stabilization Funds

Federal Grant Fund Certifications and Assurances

Partner/Subrecipient/ Sub Grantee by their signature below certify and assure their compliance with the following:

1. Certification Regarding Debarment and Suspension

The undersigned (authorized official signing for the organization) certifies to the best of his or her knowledge and belief, that the organization, defined as the primary participant in accordance with 34 CFR Part 85, and its principals: are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency; have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the undersigned not be able to provide this certification, an explanation as to why should be set forth in a letter with the letter head of the organization on it and accompany this form in the proposal package.

The undersigned agrees by submitting this proposal that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with subgrantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 34 CFR Part 85.

2. Certification Regarding Drug-Free Workplace Requirements

The undersigned (authorized official signing for the organization) certifies that the organization will, or will continue to, provide a drug-free work-place in accordance with 34 CFR Part 85 by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's work-place and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing an ongoing drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;

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

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

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above;

d. Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the grant, the employee will--

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

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d) (2), with respect to any employee who is so convicted--

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

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

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

For purposes of paragraph (e) regarding agency notification of criminal drug convictions, the U.S. ED has designated the following central point for receipt of such notices:

Office of Grants and Acquisition Management
Office of Grants Management
Office of the Assistant Secretary for Management and Budget
Department of Health and Human Services
200 Independence Avenue, S.W., Room 517-D
Washington, D.C. 20201

Notice is also required to the government of Guam Department contract designated contact.

3. Certifications Regarding Lobbying

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (34 CFR Part 82).

The undersigned (authorized official signing for the organization) certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are available upon request from GBHWC or via the SAM grant management website, forms.)
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4. Certification Regarding Program Fraud Civil Remedies Act (PFCRA)

The undersigned (authorized official signing for the organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the organization will comply with the U.S. Department of Public Health Service terms and conditions of the grant award that is part of the funding for this procurement.

5. Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, daycare, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, Community Partners whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The organization agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

The U.S. Department of Public Health Services strongly encourages all contract grant fund recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

6. Certification Regarding Non-Discrimination

The undersigned certifies that the organization shall comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

Certification Regarding the Hatch Act

The undersigned certifies that the organization shall comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and

7. Single Audit Act

7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds. The undersigned certifies the organization shall cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

8. Notice of Grant Award

The undersigned certifies it has received a copy of the Notice of Grant Award of the federal grant funds that are part of this procurement with its accompanying terms and conditions, and attaches a copy of the Notice of Grant award to this form. The undersigned certifies the organization shall comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing the program. (A copy of the Notice of Grant award is attached hereto; and is incorporated herein as if fully rewritten).

This form consists of 5 pages and additionally includes a copy of the Notice of Grant Award incorporated herein by reference as if fully re-written.

(Please PRINT and attach a copy of the Notice of Grant Award to the signed form upon its submission).

SUBMITTED BY:

Signature of Authorized Official:	Date:
-----------------------------------	-------

Name of Authorized Official:

Name of Organization:

SafeGU System Build and Implementation Plan Specifications:

Must have the capacity to provide real-time crisis intervention and must include all three (3) features:

- 1) a confidential tip line,
- 2) a live chat/text line, and
- 3) a crisis line (that connects/integrates with 988 Lifeline crisis services).

Development / system-build of an existing software app (for smartphones) adapted and tailored to Guam's school culture (Grades PreK to 12) with the following features:

System Build and Implementation (Clinical, Training, and Operations)

- **Dashboard contacts information**
- **Contracting/risk management/privacy review/information sharing**
- **Workflow development**
- **Stakeholder identification and**

engagement:

- o **Consultation with marketing and outreach team**
- **Staffing model**
- **Best practices**
- **SafeGU system philosophy**
- **Goals of crisis service**
- **Program description:**
 - o **The difference between phone and text encounters**
- **Crisis intervention model:**
 - o **Connection**
 - o **Engagement**
 - o **Planning**
 - o **Crisis intervention guidelines for SafeGU**
- **Workflow/Tasks:**
 - **Phone procedures:**
 1. **Logging in**
 2. **Aux-work procedures**
 3. **Logging out**

o Dashboard procedures

- **Logging on**
- **Chats vs Tips**
- **Converting Chats to Tips**
- **Tip Triage**

Delivering tips to the school

- **Attachments**
- **Going on break**
- **Translation services**
- **End of shift handoff MCOT referrals**
- **Documentation:**
 - **Disposition**
 - **Disposition related to safety risk iCarol**
 - **Reporting questionable materials to the schools**
- **Engagement:**
 - **Engaging the texter - opening**
 - **Disengaging from the texter – closing**
 - **If the texter disengages prematurely**
 - **Supporting a third party**
 - **Information and referral**
- **Risk Assessment:**
- **Suicide and risk to self**
 - **Suicide prompt questions .**
 - **Considerations when asking these questions**
 - **Brief assessment tool**
 - **Suicide assessment**
 - **Crisis response planning**
- **Threat to others assessment**
 - **"Break the glass"**
 - **Subpoena process**
- **Active Rescue:**
 - **Imminent risk**
 - **Use of geolocation**
- **Other Reporting:**
 - **Mandatory reporting**
 - **Phone numbers**
 - **Documentation**
 - **Duty to warn**

- **Staff specifications:**
 - General expectations
 - Team work
- **Other guidelines:**
 - Familiar voices
 - Profiles
 - Managing prank, abusive, or inappropriate texters
 - Diagnosis
 - Boundaries and disclosure
 - Confidentiality
- **Information technology:**
 - Program unit folders
 - Pulse
 - U-mail
 - Microsoft teams
- **Training:**
 - Conducting user training (2 days potentially on-site)
 - Conducting Train-the-Trainer sessions and implementation staff training
- **Acknowledgement and understanding-fidelity**

System Build & Implementation (Administrative)

- **Assigned Project Manager (Primary Point-of-Contact)**
- **Creation and maintenance of project implementation plan, facilitate and lead project team meetings**
- **Facilitate maintenance meetings (weekly initially, then bi-weekly or monthly) post-go live – to address items that need to be changed or reporting issues**

Ongoing Clinical Consultation

- **Ongoing clinical consultation services option**
- **Must include on-site tours and briefings of their facility at their base location (for GBHWC SafeGU project staff and management) to see how their app operates in real-time. (GBHWC staff will cover their own travel costs to and from the vendor site.)**
- **Must include all travel costs (including but not limited to airfare, lodging, per diem, and ground transportation) to be incurred by the vendor for site visits to Guam, if required by vendor.**

Infrastructure Costs

- **Application servers**
- **Web servers**

- Backup storage

FTE Costs

- System Engineering
- Mobile app development
- System installation and setup
- Annual server maintenance

Third Party Services

- AWS SMS Services
- Basic Azure Services
- SMTP email services will be provided

Disaster Recovery Optional Plan

- System engineering, application servers, web servers, facility, and year 1 setup.

Offeror acknowledges that it has received a copy of the specifications and reviewed them.

SUBMITTED BY:

Signature of Authorized Individual

Date

Name of Authorized Individual

Name of Organization

CONTRACT SAMPLE ONLY

Form E

CONTRACTUAL AGREEMENT
BETWEEN
GUAM BEHAVIORAL HEALTH AND WELLNESS CENTER

AND

GBHWC RFP _____

This AGREEMENT is made between the GUAM BEHAVIORAL HEALTH AND WELLNESS CENTER, Clinical Services Division, Alcohol and Drug Substance Treatment Program, an agency of the government of Guam (hereinafter called the GBHWC), whose office address is 790 Governor Carlos G. Camacho Road, Tamuning, Guam 96913, and _____, a licensed Guam non-profit organization (hereinafter called the _____) whose office address is _____.

WHEREAS; the GBHWC requested proposals from qualified Guam (non-profit or for profit) organizations to provide professional services _____; and

WHEREAS, the GBHWC has provided adequate public announcement of the need for such service through a request for proposal (GBHWC RFP _____) describing the type of services required and specifying the type of information and data required of each offer and the relative importance of particular qualifications; and

WHEREAS, the _____ has submitted its proposal and interest in providing such services; and

WHEREAS, the award of this contract to the _____ has been made pursuant to a written finding by the GBHWC that the _____ is qualified based on the evaluation factors set forth in the request for proposal, and that negotiations of compensation have been determined to be fair and reasonable;

NOW THEREFORE, the GBHWC and the _____, in consideration of mutual covenants hereinafter set forth, agree as follows:

SECTION I.

PURPOSE

Professional services providing _____.

SECTION II.

SCOPE OF WORK

_____ shall provide the services set forth in GBHWC RFP _____. A copy of GBHWC RFP _____ Section ____ Scope of Work is attached to this agreement as Exhibit _____ for easy reference purposes.

SECTION III.

CONTRACT TERM

A. Initial Term

The initial term contract shall begin upon the date that the Governor approves the contract, as signified by her execution of the contract (the "Initial Term"). After the Governor has approved the contract, the government will issue a written notice to proceed notifying the _____ when the service shall begin. The initial term of the contract shall end _____, subject to the appropriation, allocation and availability of funds.

B. Renewal Term

At the option of the government, the contract may be renewed for up to ____ (__) additional one (1) year periods (each being a "Renewal Term") subject to the availability of funds and satisfactory performance. Upon expiration of the Renewal Term(s), this contract shall expire, unless sooner terminated.

C. Monthly Extension Periods

At the option of the government, the contract may be extended after the Renewal Term on a month-to-month basis (each being a "Monthly Extension Period") or in special

circumstances a combination of monthly periods for two or three months, to begin immediately after the expiration date of the final Renewal Term(s), provided that in no event may the parties agree to more than six (6) Monthly Extension Periods. The Monthly Extension Periods may be agreed to by the parties only if the government is unable to continue the services under a new contract after a new solicitation and procurement is undertaken by the government.

- D. (insert no cost extension, etc, if subaward)
- E. Multiple Term Contract Multiple Certification of Funds.

The Initial Term and any subsequent term(s) of this contract are subject to the availability of funds. The funds for the first twelve (12) months (or pro-rated fiscal year if applicable) of the Initial Term of the contract are certified as part of the execution of the contract. In the event that funds are not allocated, appropriated or otherwise made available to support continuation of performance in any period of time after the first twelve (12) months (or pro-rata fiscal year if applicable), the contract shall be cancelled; however, this does not affect either the GBHWC's rights or the contractor's rights under any termination clause of the contract. The GBHWC shall notify the contractor on a timely basis in writing that funds are, or are not, available for the continuation of the contract for each succeeding period. In the event of cancellation of this multi-term contract as provided above, the contractor will be reimbursed its unamortized, reasonably incurred, nonrecurring costs.

There may be multiple certifications of funds by the GBHWC during any term of the contract.

SECTION IV.

'S COMPENSATION FOR SERVICES

- A. Compensation.

(Intentionally Left Blank-To Be Completed At A Future Date and will be identified as Exhibit ____)

- B. Invoicing and Payments.

All compensation is to the appropriation, allocation and availability of funds, upon completion of the services and receipt of any deliverables and a monthly invoice in the form agreed to by the parties. Payment shall be based upon actual costs, as defined in 2 GAR Division 4 § 7101 (1), submitted less disallowed costs and penalties, as applicable. Compensation based upon the aggregate of actual cost submitted may be less than the agreed upon compensation, but in no event shall it exceed the agreed upon compensation. The invoice should reflect only those service fees incurred for the

current billing period. Each invoice should also include the total amount billed from the inception of the current year contract. All invoices are subject to review and approval by the GBHWC. The acceptance and payment of any invoice shall not be deemed a waiver of any of the GBHWC's rights under this Agreement.

C. Final Payment.

The GBHWC shall make final payment delivery and acceptance of all services mentioned herein specified and performed. Prior to final payment and as a condition precedent thereto, the _____ shall execute and deliver to the GBHWC a release, in a form provided by the GBHWC, of claims against the GBHWC and the government of Guam arising under and by virtue of the contract. Additionally, prior to final payment and as condition precedent thereto, the _____ shall ensure a smooth program transition back to GBHWC or to the new _____ identified by GBHWC; and shall immediately provide the GBHWC with all program related information, files, equipment, service contributions/program income (contributions, donations, and gifts) remaining balances and all other operational and administrative and service documents and/or tangible assets.

D. Allowable Costs. (Cost Reimbursement)

The _____ agrees to comply with the following standards of financial management:

1. Financial Records

The _____ shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.

2. Accounting Records

The _____ shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the contract, authorizations, obligations, unobligated balances, assets, outlays, and income.

3. Internal Control

The _____ shall maintain effective control over and accountability for all funds and assets. The _____ shall keep effective internal controls to ensure that all the GBHWC funds received are separately and properly allocated to the activities described in this Agreement.

The _____ shall adequately safeguard all such property and shall ensure that it is used solely for authorized purposes.

4. Source Documentation.

The _____ shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract and sub-grant (as applicable) contract documents, and so forth. All costs invoiced by contract in this Agreement shall be reasonable, lawful, allocable, and accounted for in accordance with generally accepted accounting principles set forth in 2 GAR Division 4 § 7101 or in any federal assistance instrument applicable to this Agreement.

5. Reimbursable Cost Principles.

The _____ shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract and sub-grant and/or contract documents and so forth.

6. Allowable Cost.

Total allowable cost of the contract is the sum of allowable direct costs actually incurred in the performance of the contract in accordance with the terms of the contract, plus the properly allowable indirect costs, less any applicable credits. Costs shall be allowed to the extent they are: reasonable as defined in 2 GAR Division 4 § 7101 (d); and allocable, as defined in 2 GAR Division 4 § 7101 (e) and lawful under any applicable law; and not unallowable under 2 GAR Division 4 § 7101(f). In the case of costs invoiced for reimbursement, they shall be actually incurred or accrued and accounted for in accordance with generally accepted accounting principles.

7. Applicable Credits.

Applicable credits are receipts or price reductions which reduce expenditures allocable to contracts as direct or indirect costs, as defined in 2 GAR Division 4 § 7101 (h). In the event the _____ receives discounts, rebates and or other applicable credits accruing to or received by the _____ or any subcontractor under the contract, to the extent those credits are allocable to the allowable portion of the cost billed to the GBHWC; allowable costs shall be paid to the Contactor, net of all discounts, rebates and other such applicable credits. The _____ shall separately identify for each cost submitted for payment to the GBHWC the

Appendix 1

amount of cost that is allowable; shall identify all unallowable costs; or the _____ shall exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification.

The _____ shall identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the GBHWC for payment and individually identify the amount as a discount, rebate or in case of other applicable credits, the nature of the credit. The GBHWC may permit the _____ to report this information on a less frequent basis than monthly, but no less frequently than annually. The _____ shall identify the method by which it shall report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract.

SECTION V.

THE GOVERNMENT IS NOT LIABLE

- A. The GBHWC assumes no liability for any accident or injury that may occur to the _____, his or her agents, dependents, or personal property while in route to or from worksite or during any travel mandated by the terms of this Agreement.
- B. The GBHWC shall not be liable to the _____ for any work performed by the _____ prior to the approval of this Agreement by the Governor of Guam and the _____ hereby expressly waives any and all claims for services performed in expectation of this Agreement prior to its approval by the Governor of Guam.

SECTION VI.

SPECIAL REPORTING REQUIREMENT FOR NON-PROFIT ORGANIZATIONS

- A. In the event that the _____ is a non-profit organization, the _____ shall comply with the reporting requirements set forth in P.L. _____ Chapter _____ Part _____ Section _____ and this clause, or any subsequent public report requirement law(s). In the event one of the _____'s subcontractors is a non-profit organization, the provisions of this clause shall also be deemed to apply to the _____'s subcontractor, and the

- _____ is obligated to submit its non-profit subcontractor's information in the same manner and time periods.
- B. The _____ shall maintain accurate financial records of all monies paid to it under this Agreement. The _____ shall provide to the GBHWC a budgetary breakdown by object category as to all services under this Agreement. An initial proposed budgetary breakdown is part of the request for proposal, and the agreed cost proposal, budget, staffing request and are incorporated into the scope of services of this Agreement as part of Exhibit ____.
- C. The _____ shall provide to the GBHWC a quarterly report describing its activities during the reporting period and the results it achieved no later than twenty (20) days after the end of each Quarter of the fiscal year.
- D. The _____ shall provide prior written notification to the GBHWC of all procurement of equipment and services of Five Thousand Dollars (\$5,000.00) or more as to its services related to this Agreement, or with regard to items to be invoices as part of the contract.
- E. The _____ shall provide access to duly authorized representative of the GBHWC, the Guam Public Auditor, or their authorized representatives, to any and all appropriate records for the purpose of audit and examination of books, documents, papers, and records of funds expended as part of the contract. The _____ shall upon written request by the GBHWC, the Guam Public Auditor or their authorized representatives provide source documentation, including but not limited to copies of checks or receipts, employee pay statement, inventory receipt, attendance records, utility bills.
- F. The _____ is subject to the Single Audit Rules and shall provide annually (as applicable) to GBHWC copies of its Audit Reports for all time periods covered as part of this Agreement.
- G. The _____ shall provide certified detailed inventory listing of each Fiscal Year's purchases under the contract to the GBHWC as well as a Fiscal Year-end report of all expenditures of funds under the contract no later than November 15, the initial year, and November 15, of each subsequent year.
- H. In the event the _____ fails to timely provide any reports or items set forth in this section to the GBHWC after prior written reasonable notice by the GBHWC to the _____ and the _____'s failure to cure the contract default, the GBHWC in addition to other contractual rights and remedies under this contract, may withhold payment of Ten Percent (10%) of any amounts that are invoiced under this Agreement by the _____.

Appendix 1

SECTION VII.

GBHWC AGREES TO THE FOLLOWING

- A. To Maintain oversight of the _____'s performance in administering the _____.
- B. The use of selected equipment as negotiated with the _____ when providing direct therapeutic intervention and/or activities to consumers.

SECTION VIII.

RESPONSIBILITY OF _____

- A. The _____ shall be responsible for the professional and technical accuracy of all work and materials furnished under this Agreement. The _____ shall, without additional cost to the GBHWC, re-do services, correct or revise all errors or deficiencies in its services, work and material identified during the term of the contract, and any applicable warranty period.
- B. The _____ shall devote its best efforts to the duties and responsibilities under the contract in accordance with the laws, rules, regulations and policies of the government of Guam.
- C. The GBHWC's review, approval, acceptance of, and payment of fees for services required under the contract, shall not be construed to operate as a waiver of any rights under the contract or of any cause of action arising out of the _____'s failure of performance, except as provided herein, and the _____ shall be, and remain liable, to the GBHWC for all direct costs which may be incurred by the GBHWC as result of the _____'s negligent performance of any of the services or work which are performed under the contract.

SECTION IX.

ACCESS TO RECORDS AND OTHER REVIEW

- A. The _____, including its subcontractors, if any, shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under the contract, for inspection by the GBHWC, the Public Auditor, and any applicable Federal Granting Agency, Inspector General or its delegate. Each subcontract by the _____ pursuant to this Agreement shall include a provision containing the conditions of this Section.
- B. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the three (3) year period, the records shall be kept until all

issues are resolved, or until the end of the regular three (3) year period, whichever is later.

- C. Records for non-expendable property acquired in whole or in part, with funds from this contract funds shall be retained for three (3) years after its final disposition.
- D. The _____ shall provide access to any project site(s) to the GBHWC, Guam Public Auditor and in the event there are federal funds, the Federal Granting Agency or its designated Inspector General or their authorized representative. The rights of access in this section shall not be limited to the required retention period but shall last as long as the records are kept.

SECTION X.

OWNERSHIP OF DOCUMENTS

All briefs, memoranda and incidental to the _____'s work or materials furnished hereunder shall be and remain the property of the GBHWC including all publication rights and copyright interests, and may be used by the GBHWC without any additional cost to the GBHWC.

SECTION XI.

INDEMNITY

The _____ agrees to save and hold harmless the GBHWC, its officers, agents, representatives, successors and assigns, and other governmental agencies from any and all actions, proceedings, claims, demands, costs, damage, attorney fees and all other liabilities and expense of any kind or any source which may arise out of the performance of this Agreement, caused by the negligent act or failure of the _____, its officers, employees, servants, or agents, or if caused by the actions of any client of the _____ resulting in injury or damage to persons or property during the time when the _____ or any of officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the _____ or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the _____, the _____ shall as soon as practicable but no later than two (2) days after it receives notice thereof, notify the Director of the GBHWC by certified mail.

SECTION XII.

CHANGES

The GBHWC may at any time, by written order make any change in the services to be performed hereunder. If such changes cause an increase or decrease in the costs of doing the

work under this Agreement, or in the time required for this performance, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly.

SECTION XIII.

INSURANCE

The _____ shall procure and maintain in effect Workers Compensation, Commercial General Liability, and Comprehensive General Liability Insurance coverage for the operation of the services set forth in this Agreement. The _____ shall provide certificates of such insurance to the GBHWC when required and shall immediately report in writing to the GBHWC any insurance claims filed.

SECTION XIV.

TERMINATION

A. Termination for Defaults:

1. Default.

If the _____ refuses or fails to perform any of the provisions of this Agreement with such diligence as shall ensure its completion within the time specified in this Agreement, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this Agreement, the GBHWC may notify the _____ in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by the GBHWC, the GBHWC may terminate the _____'s right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the GBHWC may procure similar professional services in a manner and upon terms deemed appropriate by the GBHWC. The _____ shall continue performance of this Agreement to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar professional services, goods or services.

2. The _____'s Duties.

Notwithstanding termination of the Agreement and subject to any directions from the GBHWC, the _____ shall take timely, reasonable, and necessary action to protect and preserve property in possession of the _____ in which the GBHWC has an interest.

3. Compensation.

Appendix 1

Payment for completed professional services delivered and accepted by the GBHWC shall be per Section IV Compensation for the _____'s services. The GBHWC may withhold from amounts due the _____ such sums as the GBHWC deems to be necessary to protect the GBHWC against loss because of outstanding liens or claims of former lien holders and to reimburse the GBHWC for the excess costs incurred in procuring similar professional services. The _____ may pursue its rights under Section XVI Mandatory Disputes clause of this Agreement, and the Guam Procurement Laws and Regulations if it disagrees with the GBHWC's decision with regard to compensation.

4. Erroneous Termination for Default.

If, after notice of termination of the _____'s right to proceed under the provisions of this clause, it is determined for any reason that the _____ was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Section XXII Force Majeure of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to such clause.

5. Additional Rights and Remedies.

The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

6. Non-Profit Organization Special Reporting Requirements.

The _____, if a non-profit organization subject to Section VI Special Reporting Requirements of Non-Profit Organizations (P.L. ____ Chapter ____ Part ____ Section __) or current fiscal year related mandate; and if the _____ fails to timely provide any reports or items set forth in Section VI Special Reporting Requirements for Non Profit Organizations of this Agreement; then the GBHWC pursuant to that section may after prior written reasonable notice to the _____ and the _____'s failure to cure the contract default, the GBHWC in addition to other contractual rights and remedies under this Agreement, may withhold payment of Ten Percent (10%) of any amounts that are invoiced under this Agreement by the _____.

B. Termination for Convenience.

1. Termination.

The Director of the GBHWC may, when the interest of the GBHWC so requires, terminate this Agreement in whole or in part, for the convenience of the GBHWC. The Director of the GBHWC shall give thirty (30) days prior written notice of the termination to the _____ specifying the part of the contract terminated and when termination becomes effective.

2. The _____'s Obligations.

The _____ shall incur no further obligations in connection with the terminated professional services and on the date set in the notice of termination, the _____ shall stop work to the extent specified. The _____ shall also terminate outstanding orders and subcontracts as they relate to the terminated professional services. The _____ shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated professional services. The _____ must still complete the professional services not terminated by the notice of termination and may incur obligations as are necessary to do so.

In the event there is any deliverables and/or reports due per this Agreement, the _____ and the GBHWC shall meet and set up the delivery dates for those items not set forth in the written notice of termination.

3. Compensation.

The _____ shall invoice the GBHWC in keeping Section IV Compensation for _____'s Services for professional services performed up to the date of termination.

4. Program Transition.

In the event of the termination under this Section XIV. Termination, the _____ shall take all steps necessary to ensure a smooth and professional transition of the program to prevent any interruption of the services to the clients and to preserve the integrity of the program. The _____ shall immediately prepare to relinquish all program related information, files, major equipment items, service contributions, and program income (contributions, donations, and gifts) remaining balances and all other operational and administrative and service documents and/or other tangible assets or items to the GBHWC.

SECTION XV.

PRODUCT OF SERVICE-COPYRIGHT

All materials developed or acquired by the _____ under this Agreement shall become the property of the GHWC and shall be delivered to the GBHWC no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the _____ under this Agreement shall be subject of an application for copyright or other claim of ownership by or on behalf of the _____.

SECTION XVI.

MANDATORY DISPUTE RESOLUTION CLAUSE

In the event of a conflict between this “Mandatory Disputes Resolution Clause” and any other terms in this Agreement, it is the intent of the GBHWC and the _____ that the terms of this clause are to be given precedence.

A. Disputes - Contractual Controversies.

The GBHWC and the _____ agree to attempt resolution of all controversies which arise under, or are by virtue of, this Agreement through mutual agreement. If the controversy is not resolved by mutual agreement, then the _____ shall request the Director of GBHWC or his designee, in writing to issue a final decision within sixty days after receipt of the written request in keeping with 5 GCA § 5427 (c). The Director of GBHWC or their designee shall immediately furnish a copy of the decision to the _____, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.

B. Absence of a Written Decision within Sixty Days.

If the Director of GBHWC, or his designee does not issue a written decision within sixty days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the _____ may proceed as though the Director of the GBHWC, or his designee had issued a decision adverse to the _____.

C. Appeals to the Office of Public Accountability.

The Director of the GBHWC, or his designee’s decision shall be final and conclusive, unless fraudulent or unless the _____ appeals the decision administratively to the Public Auditor in accordance with 5 GCA § 5706.

D. Disputes – Money Owed To or By the Government of Guam.

This subsection applies to appeals of the GBHWC’s decision on a dispute. For money owed by or to the government of under this Agreement, the _____ shall appeal the decision in accordance with the “Government Claims Act”, 5 GCA § 6101 et. seq., by initially filing a claim with the Office of the Attorney General no later than

eighteen (18) months after the decision is rendered by the government of Guam or from the date when a decision should have been rendered. For all other claims by or against the GBHWC under this Agreement, the Office of the Public Auditor has jurisdiction over the appeal from the decision of the GBHWC. Appeals to the Office of the Public Auditor shall be made within sixty (60) days of the GBHWC's decision or from the date the decision should have been made.

E. Exhaustion of Administrative Remedies.

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

F. Performance of Contract Pending Final Resolution by the Court.

The _____ shall comply with the GBHWC's decision and proceed diligently with performance of this Agreement pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, this Agreement, except where the _____ claims a material breach of this contract by the GBHWC. However, if the Director of the GBHWC determines in writing that continuation of services under this Agreement is essential to the public's health or safety, then the _____ shall proceed diligently with performance of the contract notwithstanding any claim of material breach by the GBHWC.

SECTION XVII.

MANDATORY REPRESENTATIONS BY _____

A. Ethical Standards.

With respect to this procurement and any other contract that the _____ may have, or wish to enter into, with the GBHWC, the _____ represents that it has not knowingly influenced, and promises that it shall not knowingly influence, any government employee to breach any of the ethical standards set forth in the Guam Procurement Law and in any of the Guam Procurement Regulations.

B. Prohibition Against Gratuities and Kickbacks.

With respect to this procurement and any other contract that the _____ may have or wish to enter into with the GBHWC, the _____ represents that he/she/it has not violated, is not violating, and promises that he/she/it shall not violate the prohibition against gratuities and kickbacks set forth in the Guam Procurement Regulations.

C. Prohibition Against Contingent Fees.

The _____ represents that he has not retained any person or agency upon an agreement or understanding for a percentage, commission, brokerage, or other contingent arrangement, except for retention of bona fide employees or bona fide established commercial selling agencies, to solicit or secure this contract or any other contract with the government of Guam.

D. Prohibition of Employment of Sex Offenders.

Pursuant to 5 G.C.A. § 5253: No person convicted of a sex offense under the provisions of 9 GCA Chapter 25, or an offense as defined in GCA Chapter 28 Article 28, on Guam, or an offense in any jurisdiction which includes, at a minimum, all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the government of Guam, shall work for his employer on the property of the government of Guam other than a public highway;

The _____ warrants (1) that no person providing services on behalf of the _____ has been convicted of a sex offense as set forth in the preceding subsection; and (2) that if any person providing services on behalf of the _____ is convicted of a sex offense under the provisions of 9 GCA Chapter 25 or 9 GCA Chapter 28 Article 2, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person shall be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.

For the purposes of this “Prohibition of Employment of Sex Offenders Clause” in the event the _____ is providing services that involve direct contact with the GBHWC consumers, customers or potential eligible receivers of the GBHWC community behavioral health wellness services all locations where there is contact with those individuals is considered for purposes of this clause in this contract “property of the government of Guam”.

E. Wage and Benefit Compliance – _____s Providing Services.

The _____ shall comply with 5 GCA § 5801 et. seq., and with regard to all persons it employs whose purpose in whole or in part is the direct delivery of services contracted for with the GBHWC in this procurement, shall pay such employees in accordance with the Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct deliverance of deliverables to the government of Guam. The _____ shall be responsible for flowing down this obligation to its

subcontractors.

The Wage Determination most recently issued by the U.S. Department of Labor at the time this contract is awarded to the _____ shall be used to determine wages and benefits which shall be paid to employees pursuant to this clause.

The Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply to any renewal terms of this agreement.

The _____ agrees that in addition to the Wage Determination detailed above, health and similar benefits for employees having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor shall apply. The _____ shall pay a minimum of ten (10) paid holidays per annum per employee.

The _____ shall flow the Wage and Benefit Compliance clauses above through to any of its subcontractor under this agreement.

The _____ agrees that any violation of the _____'s obligations or its subcontractors obligations as set forth in this Section "Wage and Benefit Compliance _____s Providing Service's Clause" shall be investigated by the Guam Department of Labor and may include a monetary penalty assessment by the Guam Department of Labor of no less than One Hundred Dollars (\$100.00) per day, and no more than One Thousand Dollars (\$1,000.00) per day, until such time as a violation has been corrected, as well as the payment of all back wages and benefits due.

In addition to any and all other breach of contract actions the GBHWC may have under this procurement, in the event there is a violation in the process set forth in the preceding subsection, the _____ may be placed on probationary status by the Director of GBHWC, for a period of one (1) year. During the probationary status, the _____ shall not be awarded any contract by any instrumentality of the government of Guam. The _____ if it is placed on probationary status, or has been assessed a monetary penalty pursuant to this "Wage and Benefit Compliance _____s Providing Services Clause" may appeal such penalty or probationary status to the Superior Court of Guam as set forth in 5 GCA § 5804.

The _____'s Declaration of Compliance with Wage Determination with the attached most recent Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor is applicable to this contract. Exhibit ____

The _____ agrees to provide upon written request by the GBHWC written certification of its compliance with its obligations under this "Wage and Benefit

Compliance _____s Providing Services Clause” as part of each invoice, along with the names of any employees, their positions, and detailed wage and benefits paid in keeping with this section. Additionally, upon request by the GBHWC, the _____ shall submit source documents as to those individuals that provide direct services in part or whole under this contract and its payments to them of such wages and benefits.

F. Privacy Rights.

The _____ will comply with all Federal and Guam laws and regulations as to the privacy rights of individuals and as to any records and information of individuals providing services under this contract, including but not limited to the following:

1. Health Insurance Portability and Accountability (HIPAA)
The _____ will comply with the Health Insurance Portability and Accountability Act (HIPAA of 1996, P.L. 104-191) and the Federal “Standards for Privacy of Individually Identifiable “Health Information” promulgated under 45 CFR Part 160 and Part 164, Subparts A and E.
2. Client Confidentiality. The _____ will ensure information obtained directly or indirectly from a recipient client under this contract will be kept confidential and not released in a form that identifies the person without informed consent of the person, or of his or her legal representative, unless the disclosure is required by court order or for program monitoring by authorized Federal, or Guam monitoring agencies. (Ref. 45 CFR 1321.51 and 42 CFR Part II). Privacy Rule Standards for Privacy of Individually Identifiable Health Information, Ref. 45 CFR Part 160 and Part 164, Subparts A and E.

G. Technology Access For Blind or Visually Impaired.

The _____ acknowledges that no government funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired.

H. Equal Opportunity Compliance.

The _____ agrees to abide by all Federal and Guam laws and rules and regulations, and Executive Orders of the Governor of Guam, pertaining to equal employment opportunity. In accordance with such laws of Guam, the _____ assures that no person shall on the grounds of race, religion,

color, national origin, ancestry, sexual orientation or gender identity be excluded from employment with or participation in, be denied benefit of, or otherwise be subjected to discrimination under any program or activity under this Agreement. If the _____ is found not to be in compliance with these requirements during the life of this Agreement, the _____ agrees to take appropriate steps to correct these deficiencies.

I. Records Discrimination Against Status Offenders Prohibited.

The _____ acknowledges that no private entity that receives government of Guam funding, either local or federal funds, for any of its programs may, solely on the basis of conviction of a status offense, discriminate against any person who would otherwise be eligible. P.L. 30-168 (effective 7/16/10) codified at § 20120 of Article 1, Chapter 20 of Title 19, Guam Code Annotated.

J. Restricting the Use of Mobile Phones While Driving a Vehicle, and Providing for the Public Education Requirements Regarding Such Restrictions.

The _____ shall ensure compliance with relative to the restrictions on the use of mobile phones while driving. P.L. 31-194

K. Drug and Smoke-Free Workplace.

The _____ shall ensure compliance with Federal and local drug and smoke-free workplace laws and requirements. [Federal Drug-Free Workplace Act of 1988, the Governor's Circular No. 89-26 (Governor's Policy Statement Establishing a Drug-Free Workplace) and Clean Indoor Air Act of 1992, P.L. 21-139, Title 10 GCA, Chapter 90].

L. Social Security Number Confidentiality Act.

The _____ shall ensure compliance relative to preventing the inappropriate disclosure and misappropriation of social security numbers. P.L. 28-95, Article 7, Chapter 32, Title 5, Guam Code Annotated.

M. Employment of Individuals with Severe Disabilities; P.L. 26-109 Section 2, §41210(b), Article 2, Chapter 41, Division 5, Title 17 of the Guam Code Annotated.

The _____ shall comply with the provision of this mandate with emphasis on the employment of two percent (2%) of its workforce with severe disabilities in coordination with the Division of Vocational Rehabilitation Administrator, Department of Integrated Services for Individuals with a Disability (DISID) for placement. In the event the _____ is unable to employ due to the lack of individuals with disabilities who are able to work, the _____ shall utilize funds for the purchase of supplies produced by non-profit organizations employing individuals with disabilities. Efforts to comply with this specification shall be documented by the

_____ and is subject to review and inspection by the GBHWC.

- N. _____'s signed and dated OAG Form 002 Affidavit Disclosing Ownership, Influence, Commissions and Conflicts of Interest, is attached hereto and incorporated herein as Exhibit D.

Pursuant to 5 G.C.A. § 5233, P.L. 36-13 (effective 04/09/2021), the representations, affirmations and certifications that the _____ has made, as part Form AG 002 Affidavit Disclosing Ownership, Influence, Commissions and Conflicts of Interest, and all previous sworn disclosure by _____ in GBHWC RFP _____, are incorporated herein by reference. Pursuant to § 5233 (g) _____ shall promptly make any disclosures not previously made, required by § 5233 (c), (d) and (e), and update changes in the identities or other required information, interests, or conflicts of the person required to be disclosed as part of Form AG 002 Affidavit Disclosing Ownership, Influence, Commissions and Conflicts of Interest in GBHWC RFP _____.

The disclosures made under 5 GCA §5233 shall remain in the public portion of the procurement record.

_____ acknowledges that failure to comply promptly and fully with 5 GCA § 5233 shall constitute a material breach of this Agreement

SECTION XVIII.

ASSIGNMENT, SUCCESSORS AND ASSIGNS

Neither party may assign or otherwise transfer this Agreement or any of the rights that it grants without the prior written consent of the party. Any purported assignment in violation of the preceding sentence shall be void and of no effect. This contract shall be binding upon the parties' respective successors and permitted assigns.

SECTION XIX.

SUBCONTRACTING

The _____ shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the GBHWC.

SECTION XX.

STATUS OF _____

The _____ and its agents and employees are independent contractors performing professional services for the GBHWC and are not employees of the GBHWC. The _____ and its agents and employees shall not accrue leave, retirement,

insurance, bonding, use of the GBHWC vehicles, or any other benefit afforded to employees of the GBHWC as a result of this Agreement. The _____ acknowledges that all sums received hereunder are reportable by the _____ for tax purposes, including without limitation, self-employment and business income tax. The _____ agrees not to purport to bind the GBHWC unless the _____ has express written authority to do so, and then only within the strict limits of that authority.

SECTION XXI.

GENERAL COMPLIANCE WITH LAWS

The professional services, deliverables and materials under this Agreement shall comply with all applicable Federal and Guam laws and regulations. The _____ shall maintain all licenses and permits during all times pertinent to this Agreement. The _____ is responsible for payment of all taxes under this Agreement. In the event the contract sets forth key personnel positions of stated experiences and training, the _____ agrees to maintain those individuals and or positions at all times pertinent to the contract.

A non-resident person without a valid Guam business license residing outside of Guam shall be subject to a withholding assessment, the equivalent of the Guam business privilege tax (BPT), which shall be the equal to four percent (4% or current rate) of the total value of a contract awarded by all government of Guam contracts for professional services as a cost of doing business with the government of Guam. See P.L. 33-166 effective June 20, 2017 codified at 11 G.C.A., Chapter 71, Section 7114.

SECTION XXII.

FORCE MAJEURE

The _____ and/or the GBHWC (other than its payment obligation) shall be excused from performance under this Agreement for any period that the _____ or the GBHWC is prevented from performing any services in whole or in part as a result of acts of God, typhoons, earthquakes, floods, epidemics, fire, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or any other event, matter or thing, wherever occurring, which shall not be within the reasonable control of the party invoking the section (each of the foregoing deemed a "Force Majeure"), provided that the _____ or the GBHWC have prudently and promptly acted to take any and all reasonably necessary preventive and/or corrective steps that are within the _____'s or the GBHWC's control to ensure that the _____ or the GBHWC can promptly perform. Such non-performance (collectively, a Force Majeure Event) shall not be deemed a breach of the Agreement. This clause shall not relieve the

_____ of responsibility for developing and implementing all prudent contingency and disaster recovery measures. Subcontractor interruptions shall not be considered a Force Majeure Event unless agreed upon by both parties. The party delayed by a Force Majeure Event shall immediately notify the other party by telephone (to be confirmed in writing, via hand delivery return receipt, within FIVE (5) days of the inception of such delay) of the occurrence of a Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event, all preventive and corrective steps taken, how it affects performance, and the anticipated duration of the inability to perform, and shall resume performance of its obligations as soon as possible after the Force Majeure condition no longer exists. The parties shall meet to discuss and determine a revised timetable for completion of any Services delayed by a Force Majeure Event under this Agreement.

SECTION XXIII.

SEVERABILITY

The provisions of the contract shall be deemed severable, and the unenforceability of any one or more provisions shall not affect the enforceability of any other provisions. In addition, if any provision of this contract is declared unenforceable, the parties shall substitute an enforceable provision that to the maximum extent possible in accordance with applicable law, preserves the original intentions and economic positions of the parties.

SECTION XXIV.

ENFORCEMENT OF AGREEMENT

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of that party's rights under this Agreement shall be effective to waive any other rights.

SECTION XXV.

NO WAIVER

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

SECTION XXVI.

APPLICABLE LAW

The laws of Guam shall govern this Agreement, without giving effect to its choice of laws provisions. Venue shall be proper only in a Guam court of competent jurisdiction. By execution of this Agreement, the _____ acknowledges and agrees to the jurisdiction of the courts of Guam over any and all lawsuits arising under or out of any term of this Agreement.

SECTION XXVII.

AMENDMENT

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties.

SECTION XXVIII.

MERGER

This Agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written agreement. No prior agreement or understanding, oral or otherwise, of the parties, or their agents shall be valid or enforceable unless embodied in this Agreement.

SECTION XXIX.

INCORPORATION AND ORDER OF PRECEDENCE

The request for proposal and the _____'s proposal are incorporated by reference into this Agreement and are made part of this Agreement. In the event of any conflict among these documents, the following order or precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then
2. this Agreement itself; then
3. the Request for Proposal; then
4. the _____'s Best and Final Offer(s), in reverse chronological order; then
5. the _____'s proposal.

SECTION XXX.

PATENT, COPYRIGHT, TRADEMARK AND TRADE SECRET INDEMNIFICATION

- A. The _____ shall defend at its own expense, the government of Guam and its agencies against any claim that any product or service provided under this Agreement infringes any patent, copyright or trademark in the United States or Guam, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against a procuring agency based upon the _____'s trade secret infringement relating to any product or service provide under this Agreement, the _____ agrees to reimburse the government of Guam for all costs, attorneys' fees and the amount of the judgment. To qualify for such a defense and/or payment, the government of Guam shall:
1. Give the _____ prompt written notice of any claim;
 2. allow the _____ to control the defense or the settlement of the claim; and
 3. cooperate with the _____ in a reasonable way to facilitate the defense or settlement of the claim.
- B. If any product or service becomes, or in the _____'s opinion is likely to become the subject of a claim of infringement, the _____ shall at its option and expense:
1. Provide a procuring agency the right to continue to using the product or service;
 2. replace or modify the product or service so that it becomes non-infringing; or
 3. accept the return of the product or service, less the unpaid portion of the purchase price any other amounts due the _____. The _____'s obligations shall be void as to any product or service modified by the procuring agency to the extent such modification is the cause of the claim.

SECTION XXXI.

APPROVAL OF _____ PERSONNEL

Personnel proposed in the _____'s written proposal to the GBHWC are considered material to any services or work performed under this Agreement. No changes in personnel shall be made by the _____ without the prior written consent of the GBHWC. Replacement of any of the _____'s personnel, if approved shall be with equal ability, experience and qualifications. The _____ shall be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project or program immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The GBHWC shall retain the right

to request the removal of any of the _____'s personnel at any time. A penalty of ten percent (10%) of the monthly invoice amount shall be imposed for every month the _____ does not have the staff.

SECTION XXXII.

SURVIVAL

The sections titled Indemnification and Patent, Copyright, Trademark and Trade Secret Indemnification shall survive the expiration of this Agreement. Software licenses, leases, maintenance and other unexpired agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

SECTION XXXIII.

PROPRIETARY INFORMATION

Proprietary information for the purpose of this Agreement is information relating to a party's research, development, trade secrets, business affairs, internal operations and management procedures and those of its customers, clients or affiliates, but does not include information lawfully obtained by third parties, which is in the public domain, or which is developed independently.

Neither party shall use or disclose directly or indirectly without prior written authorization any proprietary information concerning the other party obtained as a result of this contract. Any proprietary information removed from GBHWC's site by _____ in the course of providing services under this Agreement will be accorded at least the same precautions as are employed by _____ for similar information in the course of its own business.

SECTION XXXIV.

CONFLICT OF INTEREST

In keeping with 2 CFR §200.112 _____ agrees as follows:

During the term of this Agreement, _____ will not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with _____ fully performing its obligations under this Agreement.

Additionally, _____ acknowledges that, in governmental contracting, even the appearance of a conflict of interest is harmful to the interests of GBHWC.

Thus, _____ agrees to refrain from any practices, activities or relationships which could reasonably be considered to be in conflict with

_____’s fully performing its obligations to GBHWC under the terms of this Agreement, without the prior written approval of GBHWC.

In the event that _____ is uncertain whether the appearance of a conflict of interest may reasonably exist, _____ shall submit to GBHWC a full disclosure statement setting forth the relevant details for GBHWC's consideration and direction. Failure to promptly submit a disclosure statement or to follow GBHWC's direction in regard to the apparent conflict will be grounds for termination of the contract.

Further, _____ will maintain a written code of standards governing the performance of its agent(s) engaged in the award and administration of contracts.

Neither _____ nor its agent(s) shall participate in the selection, or in the award or administration of a contract or subcontract supported by Federal or Local funds under this Agreement, if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

The employee, officer or agent: Any member of the employee's immediate family (which includes a spouse, children, parents, brothers and sisters, grandparents and grandchildren, mothers-in-law and fathers-in-law, brothers-in-law and sisters-in-law, daughters-in-law and sons-in-law. Stepsiblings, stepchildren and stepparents shall also be regarded as immediate family.

5 GCA Ch 5 Article 11 Section 5610 (g) Immediate Family (P.L. 31-016)].

The employee's partner, or an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

Neither _____ nor its agent(s) will solicit nor accept gratuities, favors, or anything of monetary value from _____'s potential subcontractor's, or parties to sub-agreements.

_____ will comply with Ethics in Public Contracting 5 GCA Chapter 5 Article 11 Ethics in Public Contracting and 2 GAR Division 4 Chapter 11.

SECTION XXXV

TERMINATION FOR FINANCIAL EXIGENCY

The government of Guam shall have the right to terminate this contract for financial exigency by giving the _____ at least thirty (30) days prior written notice. For the purpose of this provision, a financial exigency shall be a determination made by the head of the purchasing agency based on the Guam legislature failure to fund this contract or in the event of Federal funds, the Federal government fails to fund the government of Guam for this program. If notice of such termination is so given, this contract shall terminate on the expiration of the time period specified in the notice, and the liability of the parties hereunder for further

performance of the terms of this contract shall hereupon cease, but the parties shall not be released from the duty to perform their obligations up to the date of termination. The _____ may submit a claim in the same manner as is set forth for the termination for convenience claim.

SECTION XXXVI
PROGRAM FRAUD OR FALSE OR FRAUDULENT STATEMENTS
OR RELATED ACTS

_____ acknowledges that 5 GCA, Chapter 37 False Claims and Whistleblower Act applies to _____'s actions pertaining to this Agreement. See P.L. 116-34 Chapter III § 20 (lapsed into law Aug 24, 2018, codified at 5 GCA Chapter 37).

SECTION XXXVII
COMPLIANCE WITH THE FEDERAL AWARDEE PERFORMANCE
AND INTEGRITY INFORMATION SYSTEM

§ 200.113 Mandatory disclosures. (Uniform Grant)- Federal Awardee Performance and Integrity Information System (FAPIIS)

_____ shall comply with the non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII to this part are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

[85 FR 49539, Aug. 13, 2020] Appendix XII to Part 200 - Award Term and Condition for Recipient Integrity and Performance Matters

A. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made

available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
 - 1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - 2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - 3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - 4) Any other criminal, civil, or administrative proceeding if:
 - i. It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - ii. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - iii. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes:
 - 1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - 2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

Appendix 1

B. [Reserved] [80 FR 43310, July 22, 2015, as amended at 85 FR 49582, Aug. 13, 2020”

(Signature Page Follows)



**US Department of Education
Washington, D.C. 20202**

S425H210004

Appendix 2

GRANT AWARD NOTIFICATION

1	RECIPIENT NAME Governor of Guam-Department of Administration P.O. Box 884 Hagatna, GU 96932		2	AWARD INFORMATION PR/AWARD NUMBER S425H210004 ACTION NUMBER 1 ACTION TYPE New AWARD TYPE Formula																					
3	PROJECT STAFF RECIPIENT STATE DIRECTOR Lourdes A Leon (671) 472-8931 Guerrero governor@guam.gov EDUCATION PROGRAM CONTACT Remidene Aboko-Cole (202) 453-7613 Diakit remidene.diakite@ed.gov EDUCATION PAYMENT HOTLINE G5 PAYEE HELPDESK 888-336-8930 edcaps.user@ed.gov		4	PROJECT DESCRIPTION 84.425H Governors Education Stabilization Fund Allocation for Outlying Areas																					
5	KEY PERSONNEL N/A																								
6	AWARD PERIODS <div style="display: flex; justify-content: space-between;"> BUDGET PERIOD 01/13/2021 - 09/30/2022 </div> <div style="display: flex; justify-content: space-between;"> FEDERAL FUNDING PERIOD 01/13/2021 - 09/30/2022 </div> FUTURE BUDGET PERIODS N/A																								
7	AUTHORIZED FUNDING <div style="display: flex; justify-content: space-between;"> CURRENT AWARD AMOUNT \$33,284,456.00 </div> <div style="display: flex; justify-content: space-between;"> PREVIOUS CUMULATIVE AMOUNT \$0.00 </div> <div style="display: flex; justify-content: space-between;"> CUMULATIVE AMOUNT \$33,284,456.00 </div>																								
8	ADMINISTRATIVE INFORMATION <div style="display: flex; justify-content: space-between;"> DUNS/SSN 778904292 </div> <div style="display: flex; justify-content: space-between;"> REGULATIONS EDGAR AS APPLICABLE 2 CFR AS APPLICABLE </div> <div style="display: flex; justify-content: space-between;"> ATTACHMENTS 1 , 3 , 8 , 9 , 11 , 12 , 13 , 14 , E-3 , E4 , E5 , GDOE-A-T , T-ESFG2 </div>																								
9	LEGISLATIVE AND FISCAL DATA <div style="display: flex; justify-content: space-between;"> AUTHORITY: PL PUBLIC LAW 116-260 CRRSA ACT THE CORONAVIRUS RESPONSE AND RELIEF SUPPLEMENTAL APPROPRIATION ACT, 2021 (CRRSA) </div> <div style="display: flex; justify-content: space-between;"> PROGRAM TITLE: EDUCATION STABILIZATION FUND </div> <div style="display: flex; justify-content: space-between;"> CFDA/SUBPROGRAM NO: 84.425H </div> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>FUND CODE</th> <th>FUNDING YEAR</th> <th>AWARD YEAR</th> <th>ORG. CODE</th> <th>CATEGORY</th> <th>LIMITATION</th> <th>ACTIVITY</th> <th>CFDA</th> <th>OBJECT CLASS</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>0251M</td> <td>2021</td> <td>2021</td> <td>ES000000</td> <td>B</td> <td>DV7</td> <td>000</td> <td>425</td> <td>4101A</td> <td>\$33,284,456.00</td> </tr> </tbody> </table>					FUND CODE	FUNDING YEAR	AWARD YEAR	ORG. CODE	CATEGORY	LIMITATION	ACTIVITY	CFDA	OBJECT CLASS	AMOUNT	0251M	2021	2021	ES000000	B	DV7	000	425	4101A	\$33,284,456.00
FUND CODE	FUNDING YEAR	AWARD YEAR	ORG. CODE	CATEGORY	LIMITATION	ACTIVITY	CFDA	OBJECT CLASS	AMOUNT																
0251M	2021	2021	ES000000	B	DV7	000	425	4101A	\$33,284,456.00																



GRANT AWARD NOTIFICATION

10

PR/AWARD NUMBER: S425H210004
RECIPIENT NAME: Governor of Guam-Department of Administration

TERMS AND CONDITIONS

- (1) The Office of Management and Budget requires all Federal agencies to assign a Federal Award Identifying Number (FAIN) to each of their financial assistance awards. The PR/AWARD NUMBER identified in Block 2 is your FAIN.

If subawards are permitted under this grant, and you choose to make subawards, you must document the assigned PR/AWARD NUMBER (FAIN) identified in Block 2 of this Grant Award Notification on each subaward made under this grant. The term subaward means:
 1. A legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 2. The term does not include your procurement of property and services needed to carry out the project or program (The payments received for goods or services provided as a contractor are not Federal awards, see 2 CFR 200.501(f) of the OMB Uniform Guidance: "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards").
 3. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
- (2) You are authorized, in carrying out this grant, to utilize the higher threshold set for micro-purchase and simplified acquisition thresholds for federal assistance under this grant or under a contract you award under this grant established by recent statutory changes. These statutory changes raise the threshold for micro-purchases under Federal financial assistance awards to \$10,000 and raise the threshold for simplified acquisitions to \$250,000 for recipients. These higher thresholds are not effective until implemented in the Federal Acquisition Regulations (FAR) at 48 CFR Subpart 2.1 (Definitions), which has not yet occurred. See 2 CFR 200.67 and 200.88. For FY 2018, OMB is granting an exception allowing recipients to use the higher thresholds in advance of changes to the FAR. Please refer to Office of Management and Budget's Memorandum 18-18 regarding the statutory changes. If you have any questions about these regulations, please contact the program officer identified in Block 3 of this GAN.
- (3) The negotiated indirect cost rate or the indirect cost allocation plan approved for the entity identified in Block 1 of this GAN applies to this grant award.
- (4) UNDER THE "TYDINGS AMENDMENT," SECTION 421(b) OF THE GENERAL EDUCATION PROVISIONS ACT, 20 U.S.C. 1225(B), ANY FUNDS THAT ARE NOT OBLIGATED AT THE END OF THE FEDERAL FUNDING PERIOD SPECIFIED IN BLOCK 6 SHALL REMAIN AVAILABLE FOR OBLIGATION FOR AN ADDITIONAL PERIOD OF 12 MONTHS.
- (5) Any funds awarded by the Governor to the Guam Department of Education (GDOE) must be deposited into the bank account established and maintained by the third-party fiduciary agent that manages any funds that GDOE receives from the Department, as required by sections II.A and B of the FY 2020 Departmental Specific Conditions imposed on Department grants awarded to GDOE.
- (6) This award is subject to the ESF II-Governor Grant Terms and Conditions attached to this grant award notification (GAN).



**US Department of Education
Washington, D.C. 20202**

S425H210004

Appendix 2

GRANT AWARD NOTIFICATION

A handwritten signature in black ink, appearing to read "Frank Brogan".

**Frank Brogan
Assistant Secretary**

01/15/2021

AUTHORIZING OFFICIAL

DATE

Ver. 1

EXPLANATION OF BLOCKS ON THE GRANT AWARD NOTIFICATION

For Discretionary, Formula and Block Grants (See Block 2 of the Notification)

Appendix 2

- 1. RECIPIENT NAME** - The legal name of the recipient or name of the primary organizational unit that was identified in the application, state plan or other documents required to be submitted for funding by the grant program.
- 2. AWARD INFORMATION** - Unique items of information that identify this notification.
 - PR/AWARD NUMBER** - A unique, identifying number assigned by the Department to each application. On funded applications, this is commonly known as the "grant number" or "document number." The PR/Award Number is also known as the Federal Award Identifying Number, or FAIN.
 - ACTION NUMBER** - A numeral that represents the cumulative number of steps taken by the Department to date to establish or modify the award through fiscal or administrative means. Action number "01" will always be "NEW AWARD"
 - ACTION TYPE** - The nature of this notification (e.g., NEW AWARD, CONTINUATION, REVISION, ADMINISTRATIVE)
 - AWARD TYPE** - The particular assistance category in which funding for this award is provided, i.e., DISCRETIONARY, FORMULA, or BLOCK. If this award was made under a Research and Development grant program, the terms RESEARCH AND DEVELOPMENT will appear under DISCRETIONARY, FORMULA OR BLOCK.
- 3. PROJECT STAFF** - This block contains the names and telephone numbers of the U.S. Department of Education and recipient staff who are responsible for project direction and oversight.
 - *RECIPIENT PROJECT DIRECTOR** - The recipient staff person responsible for administering the project. This person represents the recipient to the U.S. Department of Education.
 - EDUCATION PROGRAM CONTACT** - The U.S. Department of Education staff person responsible for the programmatic, administrative and business management concerns of the Department.
 - EDUCATION PAYMENT CONTACT** - The U.S. Department of Education staff person responsible for payments or questions concerning electronic drawdown and financial expenditure reporting.
- 4. PROJECT TITLE AND CFDA NUMBER** - Identifies the Catalog of Federal Domestic Assistance (CFDA) subprogram title and the associated subprogram number.
- 5.* KEY PERSONNEL** - Name, title and percentage (%) of effort the key personnel identified devotes to the project.
- 6. AWARD PERIODS** - Project activities and funding are approved with respect to three different time periods, described below:
 - BUDGET PERIOD** - A specific interval of time for which Federal funds are being provided from a particular fiscal year to fund a recipient's approved activities and budget. The start and end dates of the budget period are shown.
 - PERFORMANCE PERIOD** - The complete length of time the recipient is proposed to be funded to complete approved activities. A performance period may contain one or more budget periods.
 - *FUTURE BUDGET PERIODS** - The estimated remaining budget periods for multi-year projects and estimated funds the Department proposes it will award the recipient provided substantial progress is made by the recipient in completing approved activities, the Department determines that continuing the project would be in the best interest of the Government, Congress appropriates sufficient funds under the program, and the recipient has submitted a performance report that provides the most current performance information and the status of budget expenditures.
- 7. AUTHORIZED FUNDING** - The dollar figures in this block refer to the Federal funds provided to a recipient during the award periods.
 - *THIS ACTION** - The amount of funds obligated (added) or de-obligated (subtracted) by this notification.
 - *BUDGET PERIOD** - The total amount of funds available for use by the grantee during the stated budget period to this date.
 - *PERFORMANCE PERIOD** - The amount of funds obligated from the start date of the first budget period to this date.
 - RECIPIENT COST SHARE** - The funds, expressed as a percentage, that the recipient is required to contribute to the project, as defined by the program legislation or regulations and/or terms and conditions of the award.
 - RECIPIENT NON-FEDERAL AMOUNT** - The amount of non-federal funds the recipient must contribute to the project as identified in the recipient's application. When non-federal funds are identified by the recipient where a cost share is not a legislation requirement, the recipient will be required to provide the non-federal funds.
- 8. ADMINISTRATIVE INFORMATION** - This information is provided to assist the recipient in completing the approved activities and managing the project in accordance with U.S. Department of Education procedures and regulations.

DUNS/SSN - A unique, identifying number assigned to each recipient for payment purposes. The number is based on either the recipient's assigned number from Dun and Bradstreet or the individual's social security number.

***REGULATIONS** - Title 2 of the Code of Federal Regulations(CFR), Part 200 as adopted at 2 CFR 3474; the applicable parts of the Education Department General Administrative Regulations (EDGAR), specific program regulations (if any), and other titles of the CFR that govern the award and administration of this grant.

***ATTACHMENTS** - Additional sections of the Grant Award Notification that discuss payment and reporting requirements, explain Department procedures, and add special terms and conditions in addition to those established, and shown as clauses, in Block 10 of the award. Any attachments provided with a notification continue in effect through the project period until modified or rescinded by the Authorizing Official.

9. LEGISLATIVE AND FISCAL DATA - The name of the authorizing legislation for this grant, the CFDA title of the program through which funding is provided, and U.S. Department of Education fiscal information.

FUND CODE, FUNDING YEAR, AWARD YEAR, ORG.CODE, PROJECT CODE, OBJECT CLASS -

The fiscal information recorded by the U.S. Department of Education's Grants Management System (G5) to track obligations by award.

AMOUNT - The amount of funds provided from a particular appropriation and project code. Some notifications authorize more than one amount from separate appropriations and/or project codes. The total of all amounts in this block equals the amount shown on the line, "THIS ACTION" (See "AUTHORIZED FUNDING" above (Block 7)).

10. TERMS AND CONDITIONS - Requirements of the award that are binding on the recipient.

***PARTICIPANT NUMBER** - The number of eligible participants the grantee is required to serve during the budget year.

***GRANTEE NAME** - The entity name and address registered in the System for Award Management (SAM). This name and address is tied to the DUNS number registered in SAM under the name and address appearing in this field. This name, address and the associated DUNS is what is displayed in the SAM Public Search.

***PROGRAM INDIRECT COST TYPE** - The type of indirect cost permitted under the program (i.e. Restricted, Unrestricted, or Training).

***PROJECT INDIRECT COST RATE** - The indirect cost rate applicable to this grant.

***AUTHORIZING OFFICIAL** - The U.S. Department of Education official authorized to award Federal funds to the recipient, establish or change the terms and conditions of the award, and authorize modifications to the award

FOR FORMULA AND BLOCK GRANTS ONLY:

(See also Blocks 1, 2, 4, 6, 8, 9 and 10 above)

3. PROJECT STAFF - The U.S. Department of Education staff persons to be contacted for programmatic and payment questions.

7. AUTHORIZED FUNDING

CURRENT AWARD AMOUNT - The amount of funds that are obligated (added) or de-obligated (subtracted) by this action.

PREVIOUS CUMULATIVE AMOUNT - The total amount of funds awarded under the grant before this action.

CUMULATIVE AMOUNT - The total amount of funds awarded under the grant, this action included.

* This item differs or does not appear on formula and block grants.

RECEIVED

Appendix 2



GOVERNMENT OF GUAM
DEPARTMENT OF ADMINISTRATION
FINANCIAL MANAGEMENT SYSTEM

Bureau of Budget and
Management Research

OCT 08 2021

2021-12-20 Z-account established *ALMA*

INTRA - GOV'T OF GUAM
WORK REQUEST

Z ACCOUNT: 5100Z222300WL404

☒ Original Request

☐ Amendment No.:

FROM Office of the Governor of Guam <small>ORIGINATING DEPT.</small>		REQUEST NO. U220200002 GSC21-0200-058 <small>(10 characters only)</small>	
TO Guam Behavioral Health and Wellness Center (GBHWC) <small>ACCEPTING DEPT.</small>		ACCOUNT NO. 5683C210200CV610-280 <small>with Object Class (10 characters only)</small>	
AMOUNT AUTHORIZED \$ 1,307,272.47		VENDOR NO. 22300000 <small>(8 characters only)</small>	
DESIRED COMPLETION DATE 09/30/22 <small>MM/DD/YYYY</small>	OBLIGATION END DATE 09/30/22 <small>MM/DD/YYYY</small>	EXPENDITURE END DATE 12/29/22 <small>MM/DD/YYYY</small>	
WORK / SOURCE DESCRIPTION / or AMENDMENT JUSTIFICATION: (Program Title) Education Stabilization Funds (ESF) II Subgrant Program To establish a new contract/encumbrance between the Office of the Governor of Guam and GBHWC for project funded by ESF II - Governor's Education Assistance and Youth Empowerment Grant Program. Project Titled: SafeGU Project			
CERTIFICATION OF FUNDS AVAILABILITY James O. Muna <small>CERTIFYING OFFICER'S NAME / SIGNATURE</small>		REQUESTING OFFICIAL Jon Junior Calvo, COS <small>REQUESTING OFFICIAL'S NAME / SIGNATURE</small>	
10/7/21 <small>DATE</small>		10/27/21 <small>DATE</small>	
COST BREAKDOWN			
OBJECT CLASSIFICATION	ORIGINAL	AMENDMENT	RESERVE
111 - SALARIES & WAGES	\$ 447,890.50		\$ 447,890.50
112 - OVERTIME			
113 - FRINGE BENEFITS	298,681.97		298,681.97
220 - TRAVEL	82,000.00		82,000.00
230 - CONTRACTUAL SERVICES	417,200.00		417,200.00
240 - SUPPLIES & MATERIAL	45,000.00		45,000.00
260 - EQUIPMENT	18,500.00		18,500.00
361 - POWER			
362 - WATER			
363 - TELEPHONE			
460 - CAPITAL OUTLAY			
280 - [OTHER]			
TOTAL	\$ 1,307,272.47		
REMARKS:			
BBMR USE ONLY CLEARED PER BBMR'S REVIEW OCT 15 2021 Lester L. Carlson Jr., Director <small>APPROVED BY</small>		ACCEPTING DEPT / AGENCY USE ONLY REMARKS: Theresa C. Arriola, Director <small>ACCEPTED BY</small>	
DDA USE ONLY REVIEWED BY 12/20/21 APPROVED BY		DATE	

Form ACC-WRQ001 (Revised 07/2019)

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE OFFICE OF THE GOVERNOR OF GUAM
AND THE
GUAM BEHAVIORAL HEALTH AND WELLNESS CENTER

The Office of the Governor of Guam (OGG) hereinafter referred to as the “grantee”, and the Guam Behavioral Health and Wellness Center (GBHWC) hereinafter referred to as the “subgrantee”, enter into this agreement for the purpose of utilizing the ‘Coronavirus Aid, Relief and Economic Security (CARES) Act - Education Stabilization Funds (ESF) – Governor Allocation for Outlying Areas’, under the local program entitled ‘Governor’s Education Assistance and Youth Empowerment Grant Program (GEAYEGP)’, to promote and support student engagement opportunities for Guam’s public, private and charter school students, while addressing the need to prepare, prevent for and respond to COVID-19.

WHEREAS, The GBHWC, an education-related entity has incorporated project(s) to prevent, prepare for, and respond to the coronavirus COVID-19 disease pandemic.

WHEREAS, on January 13, 2021, the United States Department of Education (USDOE), awarded the government of Guam a second allocation in total of \$33,284,456.00, under the Education Stabilization Fund through the CFDA Number 84.425H – Governors Education Stabilization Fund Allocation for Outlying Areas – Guam Governor’s Office, under Federal Award Identification Number S425H210004. The Grant Award Notification and Allocations and Methodology relative to the second allotment is attached to the MOU as “Exhibit A.”

WHEREAS, The Guam State Clearinghouse (GSC) shall take the role of monitoring and executing expenditure of funds on behalf of the Government of Guam.

WHEREAS, on November 3, 2020 the OGG received approval of the ESF-Governor Funds budget, to include: the Budget Process, ED Form 524 Budget Information Non-Construction Program, Internal Controls Plan, and Sub-recipient Monitoring Plan. The approved budget narrative document and certification and agreement as stipulated with the original allocation is attached to the MOU as “Exhibit B.”

WHEREAS, On June 2, 2021 OGG received approval of the ESF II administrative costs allocations from the U.S. Department of Education.

WHEREAS, the OGG has allotted the amount of the \$1,307,272.47 in federal award funds to the GBHWC for the purpose of the **SafeGU Project**, as stated in its proposal submitted to and approved by the Office of the Governor of Guam and USDOE, and attached as reference to ESF MOU Exhibit A.

WHEREAS, the OGG has agreed to subaward the sum of \$1,307, 272.47 from Federal Award Identification Number S425H210004 to the SafeGU Project

This MOU shall take effect upon the signature of the Governor of Guam. The estimated period of performance start date shall be August 09, 2021 with grant end date being September 30, 2022. Information regarding 2 CFR Part 200.332 can be found in Section III of this MOU. This MOU is a subaward of Federal Award Identification Number S425H210004 as a regular project for a total of \$1,307,272.47 (One million three hundred seven thousand two hundred seventy-two dollars and forty-seven cents).

SCOPE OF AGREEMENT

I. The grantee agrees to:

1. Subaward the sum of \$1,307,272.47 to subgrantee as stipulated by USDOE under Federal Award Identification Number S425H210004 (Exhibit A).
2. Provide oversight of the tasks performed as outlined in this MOU and Federal Award Identification Number S425H210004 (Exhibit A).
 - a. The GSC Administrator shall be the point of contact relative to the projects and tasks stated herein so grantee maintains overall oversight and management of the terms of this Agreement. Additionally, the Administrator shall:
 - i. Communicate on a regular and timely basis with subgrantee regarding progress in performing the stated tasks.
3. Compensate subgrantee for tasks performed under the Scope of Work in accordance with Federal Award Identification Number S425H210004. Compensation shall be carried out in one (1) phase, as follows:
 - a. Upon full execution of this MOU, grantee shall pay the amount of \$1,307,272.47 to subgrantee for the work and deliverables outlined in the Scope of Work of this MOU through a Government of Guam Work Request. The GBHWC shall submit to the GSC one or more invoices setting forth the total cost for the program, together with supporting documentation. This payment shall be paid with the subaward funds from Federal Award Identification Number S425H210004. **Account Number: 5683C210200CV610-280.**
4. Provide other assistance as mutually agreed upon in writing.

II. The subgrantee agrees:

1. To utilize the sum of \$1,307,272.47 to cover the costs of tasks performed as outlined in the Budget Narrative, and attached as reference to ESF MOU Exhibit A.
2. That **OGG, the grantee** has the right to approve all subcontractors associated with this project.
3. That any funds utilized for subcontracts entered by GBHWC under this MOU may not exceed \$0.00.
4. Have the Authorized Organization Representative (AOR) sign pertinent programmatic and/or financial documents and implement its subproject based on the approved Intra-government of Guam Work Request (IGGWR) & budgetary breakdown delineated therein together with the signed MOU submitted to the GSC.

Memorandum of Understanding

Between the Office of the Governor of Guam

And the Guam Behavioral Health and Wellness Center for utilizing the Education Stabilization Fund – Second Allotment

Page 3 of 14

5. Designate a single point of contact (POC) and an alternate who will be responsible for the daily operation and management of the project. The POC shall be an employee and will be the key person in charge of sub-project coordination with the **grantee** in the event that the organizational heads of **subgrantee** are unable to take active involvement in the sub-project. Provide this information to **grantee** no later than thirty (30) days after signing this MOU. **Subgrantee** is responsible for maintaining updated contact information with the **grantee**.
6. Establish and maintain financial records to account for and report use of funds awarded under this MOU and the IGGWR.
7. Submit to **grantee** any request(s) for reprogramming of funds within the budget period but no later than six (6) months before the budget end date (also known as the desired completion and obligation end date) of the project or any approved extension date thereof. Reprogramming requests or budget modifications must be within program scope and do not exceed the 10 percent cumulative threshold.
8. Resolve outstanding financial matters or remit final payments to vendors prior to the expenditure date indicated on the IGGWR. If **subgrantee** is unable to do so, the **subgrantee** understands that outstanding invoices, etc. may not be executed.
9. Reimburse the **grantee** or the program for any ineligible or unallowable expenses that have been incurred with the use of subgrant funds.
10. Obtain prior approval from **grantee** for any change regarding project personnel and salary adjustments.
11. Submit requested and/or the following required reports to the **grantee**:
 1. Monthly Contract Payment requests must include: 1) an original and one copy; 2) supporting documentation outlined in the payment request form; 3) a copy of the final IGGWR and the entire MOU including any amendments or addendums thereof for the initial submission; 4) subsequent submissions must include a copy of the IGGWR (including amendments) and the first and the signature page of the MOU, including any other page with the Department of Administration (DOA) contract stamp. Payments are due no later than ten (10) days after the end of each month.
 1. All form of payments (direct payment, journal voucher, purchase order, etc.) is subject for review and approval by **grantee**. Upon approval, **grantee** will submit to DOA for further processing.
 2. The **grantee** reserves the right to make necessary adjustments with the **subgrantee's** payment request, as appropriate. **Grantee** may also request for additional supporting documents.
 2. Categorical Assistance Progress Reports (CAPRs) are to be submitted along with the monthly payment request.

Memorandum of Understanding

Between the Office of the Governor of Guam

And the Guam Behavioral Health and Wellness Center for utilizing the Education Stabilization Fund – Second Allotment

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3. Federal Financial Reports (FFRs) are due twenty (20) days after each quarter. Final reports are due 20 days after the budget end date or upon exhaustion of funds; whichever occurs first.

Reporting Period	Due By
October 01 – December 31	January 20
January 01 – March 31	April 20
April 01 – June 30	July 20
July 01 – September 30	October 20

4. Subgrantee Annual or Semi-Annual Progress Reports (SAPRs) are due twenty (20) days after the budget end date or upon exhaustion of funds; whichever occurs first.

Type of Report	Reporting Period	Due By
Annual	January – December	January 20
Semi-annual	January – June	July 20
	July – December	January 20

5. Closeout Report or Final Report. This report is due to the **grantee** twenty (20) days after the budget end date of the subgrant award or upon exhaustion of funds, whichever occurs first.

In the event that the due date for any of the above required reporting falls on a holiday or weekend, the due date for the report(s) described above will be due the business day before.

12. Be responsible for the professional and technical accuracy of all work and materials furnished under this MOU. The **subgrantee** shall, without additional cost to the **grantee** or the program, correct or revise all errors or deficiencies in its work or the work furnished from its subgrant contracts.
13. Submit a detailed inventory list of purchases and certified by its AOR and other appropriate staff. This listing shall accompany the supplies, expendable properties, and equipment identified to be returned, if any, to **grantee** in the event that the project is discontinued, terminated and/or suspended by the **grantee**.
14. To comply with all applicable terms and conditions of Federal Award Identification Number S425H210004. All applicable terms, conditions, provisions, and agreements of Federal Award Identification Number S425H210004 are hereby incorporated in this MOU by reference with the same force and effect as though fully set forth herein. To the extent that any of the terms set forth in this MOU are inconsistent with any of the applicable terms, provisions, or conditions of Federal Award Identification Number S425H210004, the terms of the Federal Award shall govern.
15. To comply with all applicable requirements set forth under 2 CFR Part 200. All applicable terms, conditions, provisions, and agreements required by 2 CFR Part 200 are hereby incorporated in this

Memorandum of Understanding

Between the Office of the Governor of Guam

And the Guam Behavioral Health and Wellness Center for utilizing the Education Stabilization Fund – Second Allotment

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MOU by reference with the same force and effect as though fully set forth herein. To the extent that any of the terms set forth in this MOU are inconsistent with any of the applicable terms, provisions, or conditions of 2 CFR Part 200, the terms of 2 CFR Part 200 shall govern.

16. To permit grantee, the United States Department of Education, or any of their authorized representatives, and any auditors of any of these entities to have ongoing access to its records and financial statements pursuant to 2 CFR §§ 200.3334 through 200.337, as necessary to meet the requirements of 2 CFR Part 200, Subpart D, §§ 200.300 Statutory and national policy requirements through 200.309 Period of Performance and Subpart F – Audit Requirements. The Department of Education, Inspectors General, the Comptroller General of the United States, and the grantee, or any of their authorized representatives, shall have the right of access to any pertinent documents, papers, or other records of subgrantee and any other subrecipients or subcontractors that are pertinent to the Federal Award or this subaward, including, but not limited to procurement records, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the subgrantee's and any other subrecipients' or subcontractors' personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.
17. To comply with 2 CFR § 200.333 (Retention requirements for records): Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the USDOE or grantee in the case of a sub-recipient.
18. To allow the United States Department of Education to conduct periodic site visits, at its own expense, to review project accomplishments and monitor progress, to review financial and performance records, organizational procedures and financial control systems and to provide technical assistance as required. The United States Department of Education will make every effort to notify grantee or subgrantee at least two weeks in advance of any trip to the United States Department of Education-funded project location. If the United States Department of Education makes any site visit on the premises of grantee, subgrantee or any other subrecipients or subcontractors, grantee and subgrantee must provide, and must require any other subrecipients or subcontractors to provide, all reasonable facilities and assistance for the safety and convenience of government officials in the performance of their duties. All site visits and evaluations are expected to be performed in a manner designed to not unduly delay the implementation of the project.
19. To establish and maintain financial records to accurately account for funds awarded under this MOU.
20. To incorporate all applicable terms and conditions of Federal Award Identification Number S425H210004 into all contracts and subcontracts procured with these Federal Award funds.
21. To insert into all contracts and subcontracts procured with these Federal Award funds all applicable contract clauses described in 2 CFR §200.326, Appendix II – Contract Provisions for Non-Federal Entity Contracts under Federal Awards.

Memorandum of Understanding

Between the Office of the Governor of Guam

And the Guam Behavioral Health and Wellness Center for utilizing the Education Stabilization Fund – Second Allotment

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22. To comply with and require any of its contractors or subcontractors to comply with 2 CFR § 200.322, “Procurement of recovered materials,” and Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act; to include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeds \$10,000, procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
23. To comply with all the nondiscrimination requirements of the Federal Government and Government of Guam including: Title VI of the Civil Rights Act 1964; Section 504 of the Rehabilitation Act 1973, as amended; Title IX of the Education Amendments 1972; the Americans with Disabilities Act of 1990 (42 U.S.C. 12131); and the Age Discrimination Act 1975. In the event a federal or local court or local administrative agency makes a finding of discrimination, after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the subgrantee will forward a copy of the Office of Civil Rights Compliance (OCRC).
24. To comply with all the requirements of the Government of Guam’s Drug Free Workplace Program and the United States Department of Education regulations at 2 CFR 1401 and the Drug Free Workplace Act of 1988 (41 U.S.C. 701 et seq, as amended) applicable to grants and cooperative agreements. These requirements are hereby incorporated by reference and made a part of this subaward. By accepting this subaward, subgrantee agrees to comply with 2 CFR 182. Subgrantee shall ensure that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance as defined and listed in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812), and as further defined by regulation at 21 CFR 1308.11 through 1308.15, which includes cannabis and all cannabis derived substances, is prohibited in subgrantee's workplace and notify its employees of the actions that will be taken against employees for violations of such prohibition.
25. To comply with 43 CFR 18, New Restrictions on Lobbying, including the following certification:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

Memorandum of Understanding

Between the Office of the Governor of Guam

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connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

- c. The language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
-
26. To comply with applicable requirements set forth under the United States Department of Education regulations at 2 CFR 1400 Subpart C, and agrees to include a similar term or condition in a lower-tier covered transactions. The provisions of 2 CFR 1400—Government-wide Debarment and Suspension (Non-Procurement), which adopt the common rule for the government-wide system of debarment and suspension for non-procurement activities, are hereby incorporated by reference and made a part of this subaward.
 27. To comply with all the requirements set forth under the Trafficking Victims Protection Act of 2000 at 2 CFR 175.15 applicable to grants and cooperative agreements:
Trafficking in persons.
 - a. *Provisions applicable to a recipient that is a private entity.*
 1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not -
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect;or
 - iii. Use forced labor in the performance of the award or subawards under the award.
 2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either –
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at [agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 CFR part 180 (e.g., "2 CFR part XX")].

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b. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity -

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either -
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at [agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 CFR part 180 (e.g., "2 CFR part XX")].

c. *Provisions applicable to any recipient.*

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. *Definitions.* For purposes of this award term:

1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.

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Between the Office of the Governor of Guam

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4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).
28. To ensure that statements, press releases, media interviews, requests for proposals, bid solicitations, and other documents or activities carried out in the whole or in part with program funds shall clearly state the dollar amount of Federal funds for the projects.
29. To perform all work necessary to ensure that all applicable administrative actions and all required work of the Federal Award are able to be completed by grantee, including all actions required to permit grantee to timely comply with the following conditions:
- (a) subgrantee must submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by or the terms and conditions of the Federal award. The USDOE or grantee may approve extensions when requested by subgrantee in accordance with the Federal Award.
 - (b) Unless the USDOE or grantee authorizes an extension, subgrantee must liquidate all obligations incurred under the Federal award not later than 90 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.
 - (c) The USDOE or grantee must make prompt payments to subgrantee for allowable reimbursable costs under the Federal award being closed out.
 - (d) Subgrantee must promptly refund any balances of unobligated cash that the USDOE or grantee paid in advance or paid and that is not authorized to be retained by subgrantee for use in other projects. See OMB Circular A-129 and see §200.345 Collection of amounts due for requirements regarding unreturned amounts that become delinquent debts.
 - (e) Consistent with the terms and conditions of the Federal award, the USDOE or pass-through entity must make a settlement for any upward or downward adjustments to the Federal share of costs after closeout reports are received.
 - (f) Subgrantee must account for any real and personal property acquired with Federal funds or received from the Federal government in accordance with §§200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property.
 - (g) The USDOE or grantee should complete all closeout actions for Federal awards no later than one year after receipt and acceptance of all required final reports.
30. To reimburse the account for any ineligible expenses that may have incurred using subaward funds.
31. To return to grantee funds not expended by September 30, 2022 unless an extension is granted by grantee and USDOE.
32. To submit in writing to grantee any requests for extension of the grant no later than 60 days of the grant's expiration date.

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Between the Office of the Governor of Guam

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33. To provide other assistance as mutually agreed upon in writing.

III. Pass-through Requirements of 2 CFR 200.332:

1. This MOU is a subaward of Federal Award Identification Number S425H210004 received from the US Department of Education by the Office of the Governor of Guam via the Guam State Clearinghouse to the Guam Behavioral Health and Wellness Center.
2. Subrecipient: Guam Behavioral Health and Wellness Center
GBHWC
3. Subrecipient's DUNS Number: 855031402
4. Federal Award Identification Number: S425H210004
5. Federal Award Date: Start date: January 13, 2021
End date: September 30, 2022
6. Subaward Period of Performance: Start date: August 9, 2021
End date: September 30, 2022
7. Amount of Federal Funds Obligated by this Subaward: \$1,307,272.47
8. Total Amount of Federal Funds Obligated to the subrecipient by the Pass-Through Entity including the Current Obligation: \$1,307,272.47 (no additional funding with GSC)
9. Total Amount of the Federal Award: \$33,284,456.00
10. Federal Award Project Description: Education Stabilization Fund – Governor's Fund
subgrant to Guam Behavioral Health and Wellness Center
11. Name of Federal Awarding Agency: US Department of Education
12. Name and Contact Information for Federal Awarding Official: Remidene Aboko-Cole
remidene.diakite@ed.gov
U.S. Department of Education Program Contact
Education Program Specialist, Insular Areas
Rural, Insular, and Native Achievement Programs
Office of Elementary and Secondary Education

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And the Guam Behavioral Health and Wellness Center for utilizing the Education Stabilization Fund – Second Allotment
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400 Maryland Avenue, SW
Washington, DC 20202-6400

13. CFDA Number and Name: 84.425H (Governors) – Education Stabilization Fund
14. Name of Pass-through Entity: Office of the Lieutenant Governor of Guam – Guam State Clearinghouse
15. Pass-through Entity Contact Information: Stephanie G. Flores, Grant Manager
Guam State Clearinghouse
stephanie.flores@guam.gov
clearinghouse@guam.gov
(671) 473-1156/7/8/9
16. Indirect Cost for S425H210004: N/A (0%)
17. Research & Development Award? No
18. The USDOE or grantee may terminate (de-obligate) SUBGRANTEE's subaward funding for the following reasons:
- Failure to make satisfactory progress towards the goals, objectives, or strategies set forth in the Scope of Work for this project;
 - Failure to adhere to the requirements of this MOU, standard conditions, or special conditions of Federal Award Identification Number S425H210004.
 - Filing of a false certification or other report or documents.

IV. It is Mutually Agreed That:

- The amount indicated on page one (1) and page ten (10) is subject to the availability of federal funds.
- Additional program conditions may apply, whether a condition is set out in full above or not, the approved grant application, solicitation guide, grantee's grant award conditions and program frequently asked questions are hereby incorporated as reference.
- In the event the **subgrantee** does not fulfill the implementation of the approved application and/or the reporting requirements outlined above, the **grantee** reserves the right to terminate this agreement and resume lead of the implementation.
- This MOU shall remain in effect until September 30, 2022 or until a no-cost extension has been requested and approved by **grantee**, or until such time as one party provides written notification to the other party indicating a desire to terminate this agreement, whichever occurs first.

Memorandum of Understanding

Between the Office of the Governor of Guam

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5. Title to all equipment and supplies purchased with this subgrant award shall vest in the **grantee**. As appropriate, **grantee** shall seek to have property used for related and/or similar projects elsewhere prior to using it or disposing of it in any other manner in accordance with Government of Guam and/or U.S. laws and procedures. **Subgrantee** is responsible for replacing or repairing property which is willfully or negligently lost, stolen, damaged or destroyed. Any loss, damage, or theft of the property must be investigated, and fully documented, and made part of the official project records.
6. Within six (6) months prior to the budget period end date, **grantee** has exclusive right to reprogram and/or transfer to other sub-projects and/or subgrantee's any remaining funds under this subgrant award.
7. Any subsequent amendment(s) regarding the budget and/or project period, budget increase or decrease, and/or work source description will be reflected in the IGGWR. Such amendment shall only require the signatures or appropriate parties as indicated in the IGGWR.
8. All applicable terms, conditions, provisions, and agreements set forth in Federal Award Identification Number S425H210004, the program solicitation guide, the approved application, grant award special conditions are hereby incorporated in this subaward by reference with the same force and effect as though fully set forth herein. To the extent that any of the terms set forth in this subaward are inconsistent with any of the applicable terms, provisions, or conditions the terms of the program solicitation guide, approved application, grant award special conditions shall govern.
9. This subaward may only be amended, modified, cancelled for lack of funds, or terminated in accordance with the terms and conditions of the USDOE Federal Award Terms and Conditions and the provisions of 2 CFR Part 200.
10. As appropriate and to the extent consistent with law, there is a preference of the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts, including all purchase orders for work or products under this agreement. For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
11. The total amount of this project funded by Federal Funds is 100% and 0% is funded by other sources.
12. Prohibition on Certain Telecommunications and Video Surveillance Services and Equipment: For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, Subrecipient and all subcontractors are prohibited from procuring, obtaining, or purchasing: 1) equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei

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And the Guam Behavioral Health and Wellness Center for utilizing the Education Stabilization Fund – Second Allotment

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Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; and 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Subrecipient is required to include this provision in all subcontracts under this Agreement.


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Second Allotment
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**FOR THE OFFICE OF THE
GOVERNOR OF GUAM:**




JON JUNIOR CALVO
Chief of Staff
Office of the Governor of Guam
Date: 10/07/21

CERTIFIED FUNDS AVAILABLE:




LYNETTE O. MUNA
Certifying Officer
Office of the Governor of Guam
Amount: \$1,307,272.47
Account No.: 5683C210200CV610-280
Date: 10/17/21

**FOR THE GUAM BEHAVIORAL
HEALTH AND WELLNESS
CENTER:**



THERESA C. ARRIOLA
Director
Date: 8/27/21


APPROVED PER BBMR:



LESTER L. CARLSON, JR.
Director
Bureau of Budget and Management
Research
Date: OCT 15 2021

**CLEARED PER
BBMR'S REVIEW**

APPROVED AS TO LEGALITY AND FORM:




HONORABLE LEEVIN TAITANO CAMACHO
Attorney General of Guam
Date: 11/30/21

RECEIVED

 **OCT 08 2021**

**Bureau of Budget and
Management Research**


**FOR THE GOVERNMENT OF GUAM
APPROVED:**



HONORABLE LOURDES A. LEON GUERRERO
Governor of Guam
Date: 12/2/21


Memorandum of Understanding
Between the Office of the Governor of Guam
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**FOR THE OFFICE OF THE
GOVERNOR OF GUAM:**




JON JUNIOR CALVO
Chief of Staff
Office of the Governor of Guam
Date: 10/07/21

CERTIFIED FUNDS AVAILABLE:



LYNETTE O. MUNA
Certifying Officer
Office of the Governor of Guam
Amount: \$1,307,272.47
Account No.: 5683C210200CV610-280
Date: 10/17/21

**FOR THE GUAM BEHAVIORAL
HEALTH AND WELLNESS
CENTER:**



THERESA C. ARRIOLA
Director
Date: 8/27/21

APPROVED PER BBMR:

LESTER L. CARLSON, JR.
Director
Bureau of Budget and Management
Research
Date: _____

APPROVED AS TO LEGALITY AND FORM:

HONORABLE LEEVIN TAITANO CAMACHO
Attorney General of Guam
Date: _____

Gov 21-0647

**FOR THE GOVERNMENT OF GUAM
APPROVED:**

HONORABLE LOURDES A. LEON GUERRERO
Governor of Guam
Date: _____

ESF MOU Attachments:

Scope of Work and Project Submission



**GUAM BEHAVIORAL
HEALTH & WELLNESS
CENTER**

790 Gov. Carlos G. Camacho Rd.
Tamuning, Guam 96913
TEL: (671) 647-5330
FAX: (671) 649-6948

LOURDES A. LEON GUERRERO
Governor
JOSHUA F. TENORIO
Lieutenant Governor

THERESA C. ARRIOLA
Director
CARISSA E. PANGELINAN
Deputy Director

May 21, 2021

Honorable Joshua F. Tenorio
Lieutenant Governor of Guam
Ricardo J. Bordallo Complex
Hagatña, Guam 96910

Subject: GBHWC Proposal for SafeGU, Fuetsan Manhoben, and Play by the Rules Projects – ESF Funding Consideration

Buenas yan Hafa Adai Lt. Governor Tenorio!

Guam Behavioral Health and Wellness Center (GBHWC) (an extension of the Office of the Governor) is Guam's premier "lifeline" as the only behavioral health government agency on island extending mental health care and support to the people of Guam in their time of need. We herein submit this letter of interest requesting a grant funded through the **Governor's Education Assistance and Youth Empowerment Grant Program** for three (3) projects for a two-year period: \$1,553,612.24 for SafeGU; \$1,106,407.31 for *Fuetsan Manhoben*; and, \$694,067.10 for Play by the Rules totaling \$3,354,086.65.

We believe this request fits under the funding areas that support # 2. Development and Enhancement of Learning Resources; # 3. Programs Supporting Leadership Development, Social and Emotional Resiliency, and Positive Pro-Social Activities; and, # 4. Supplemental Student Learning and Engagement Activities. These programs and activities will be under the umbrella of GBHWC's PEACE (Prevention Education and Community Empowerment) Prevention & Training branch and its vision for *an island community empowered and committed to make healthy choices*.

The physical and psychological health and well-being of students directly impacts their capacity to thrive in the learning environment and develop positive relationships with themselves and others. Equipped with the proper skill set and tool kit, students will be more likely to feel empowered and take meaningful ownership of their lives. Our children are the very essence of community. All the good in our lives we hope to achieve is done for their benefit. These projects are designed with that motivation in mind.

With this grant, we will develop and launch a SafeGU app featuring a text, tip, and crisis line; implement evidence informed practices and evidence-based programs and activities that tap on the knowledge, influence, and power of students; collaborate with key stakeholders and community partners to enhance prevention through partnership; and, conduct training and outreach to the Guam school district – youth and families.

Please contact my office at 647-1901 should you have any questions regarding this request.

Un Dangkolo Na Si Yu'os Ma'ase



THERESA C. ARRIOLA
Director

CC: Stephanie Flores, Director
Guam State Clearinghouse



Target Population

Grade Level(s)	GDOE*	Charter Schools**	PNP**
K - 5 th (Elem.)	12,423	1,012	2,188
6 th – 8 th	6,466	438	1,369
9 th – 12 th	9,201	116	1,723

*Numbers are based on GDOE SY 2019-20 Official Enrollment as of September 30, 2019.

**Numbers are based on SY 19-20 Student Enrollment: PNP & Charter Schools as of February 2020

Statement of Need (The Value of SafeGU)

Students' social and emotional well-being impacts their ability to achieve academic success. Incidents of school violence, bullying, suicidality, self-injury, depression, as well as drug and alcohol use, are often unreported to school staff. Generally, students are uncertain about reporting these serious issues, and or do not want to be identified, and or do not want to get a friend in trouble. A SafeGU app is a viable solution that provides a robust system of care in a comprehensive continuum of care. Tapping into students' knowledge of events and their surrounding environment, students are given a voice to promote physical and psychological safety for themselves and others.

System of Care: Text Line, Tip Line, and Crisis Line

A SafeGU smartphone app will be developed as a school safety and crisis line that will provide **real-time crisis intervention** to Guam's students, parents, and educators. The app will allow students in crisis to call a crisis line worker directly, open a two-way messaging service with trained counselors or licensed clinicians through text or chat. Students will be able to send confidential tips to school administrators on violence, bullying, threats, etc. The **goal** is to de-escalate potential school incidents and save lives. **Objectives** to achieve this goal include a comprehensive continuum of care using evidence informed practices and standards of care aligned with the Substance Abuse and Mental Health Administration (SAMHSA) through collaboration and integration with GBHWC's National Suicide Prevention Lifeline crisis services and the Guam school district's mental health plan for students and families. All project activities will fall under the umbrella of GBHWC's PEACE (Prevention Education and Community Empowerment) Prevention & Training branch; and will therefore align with the PEACE vision and initiatives.

Key Project Elements**I. Procure Contractual Services****A. System Build and Implementation**

Development / **system-build** of a software **app** tailored to Guam's school culture. In Year 1, work with the software developer on

1. **System Build & Implementation (Clinical, Training, and Operations)**
2. **System Build & Implementation (Administrative)** – creating and maintaining a project implementation plan, leading project team meetings, and weekly maintenance meetings post-go live.

B. Project Implementation Plan

Develop a project implementation plan together with key stakeholders, community partners to address the following:

1. **Operations/Outreach** – stakeholder training, IT initiatives, decision support etc. to maintain the integrity of operations
2. **Business Development/Marketing** – to ensure financial sustainability, review opportunities, design marketing campaign and outreach, stakeholder engagement/utilization evaluation
3. **Quality Improvement/Outcomes** – provide quality services with **program evaluation**, integrate outcomes into clinical practice, review outcomes, and research initiatives.
4. **Stakeholder Engagement/Satisfaction** – stakeholders to be kept well-informed and involved in SafeGU operations: Conduct patient engagement surveys, staff engagement surveys, community partner data reviews, etc.
5. **Program Governance and Oversight** – Initiate a long-term strategy and stakeholder engagement, such as the formation of a SafeGU Commission to serve as an advisory and decision-making group for long-term strategic support.

C. Training, Marketing & Outreach

Develop a **marketing campaign** action plan and **outreach** activities to maximize the utilization of the SafeGU app. Conduct community outreach and **training workshops** on topics related to the implementation of the app, and to raise public awareness, most especially students and their parents.

1. Organize at least two (2) training and outreach events per year.
2. Conduct marketing research and development, such as **youth focus groups**, advertisement, brand creation, marketing plan and campaign activities, etc.

II. Staffing

GBHWC will hire a Project Director (PD) (50% cost-shared with *Fuetsan Manhoben* Project) who will be responsible for managing all project activities, required reports, grant compliance, administration and management of staff and finances. Two (2) Administrative Officers (AO) will provide direct administrative support/assistance to the PD to ensure all project goals and objectives are met, collect and compile all data as required, and carry out fiscal and procurement activities. One, of the two AOs will serve as the data liaison and coordinate with the Lifeline Supervisor, Lifeline Data Manager, GDOE school psychologists and school counselors, etc. to capture all relevant data. This AO will primarily be responsible for data collection and data management, and all required reports. The other AO will assist the PD by developing and tracking project budgets, monitoring expenditures, and managing the overall project budget under the general direction of the PD. A Care Coordinator will manage the business development and operations to maintain financial sustainability which may include regular evaluation of stakeholder engagement and utilization, and review of marketing campaign activities and opportunities. Two (2) Technical Assistance Coordinators (TAC) will serve as a training coordinator and quality improvement coordinator to manage all training and outreach activities, liaison with mental health clinical services and support, coordinate with stakeholders, execute planning activities in coordination with contractor / software developer, monitoring project effectiveness, implement and maintain quality management program that effectively measures, assesses, and continuously improves the access to and quality of care and services provide to Guam's mental health consumers. All project staff will perform other duties as required by the PD and GBHWC leadership to support project success.

ESF MOU Attachments:

Approved Budget Breakdown and Narrative

**GUAM BEHAVIORAL HEALTH AND WELLNESS CENTER
SafeGU Project**

Budget Summary	Year 1	Year 2
Personnel (Salary)	\$219,875.50	\$228,015.00
Fringe Benefits	\$134,539.98	\$162,141.99
Travel	\$41,000.00	\$41,000.00
Equipment	\$17,500.00	\$1,000.00
Supplies & Materials	\$15,000.00	\$20,000.00
Instructional Supplies	\$5,000.00	\$5,000.00
Professional/Consultants	\$237,600.00	\$179,600.00
Total	\$670,515.48	\$636,756.99

Year 1 Total	\$670,515.48
Year 2 Total	\$636,756.99
TOTAL AWARD	\$1,307,272.47

Part 2: Budget Narrative, Summary, and Worksheet

Job Description(s)

SafeGU Project (GBHWC)

Job Title:**Project Director****Care Coordinator****Technical Assistance Coordinator****Administrative Officer**

Part 2: Budget Narrative, Summary, and Worksheet

SafeGU Project (GBHWC)					
Codes (if any)	Category/Object/Class	Description(s)	Year 1	Year 2	Total
Total Travel			\$ 41,000.00	\$ 41,000.00	\$82,000.00
230	Professional / Consultants	Description(s)			Total
235	SafeGU App Development & License Fee	Contractual services for consultation and software development/System-Build and Implementation/license fees for a SafeGU smartphone app that provides real-time crisis intervention to Guam students, parents, and educators.	\$ 180,000.00	\$ 132,000.00	\$312,000.00
235	Professional / Consultants	Contractual Services for professional consultants such as, but not limited to, a Lead Evaluator, Strategic Planner, specialized training or services related to the successful implementation of the SafeGU App.	\$ 30,000.00	\$ 20,000.00	\$50,000.00
235	Event / Workshop Facility	Venue for SafeGU training, workshops, and other project-related events requiring specific accommodations and resources for key stakeholder and community engagement. Approximately 2 events per year x 100 pax @ \$30 net + resources/other expenses (\$400 x 2 rooms= \$800) = \$7,600.00 per year	\$ 7,600.00	\$ 7,600.00	\$15,200.00
235	Contractual Services	Procure contractual, professional, and consultative services for MARKETING & OUTREACH for the school safety and crisisline (SafeGU) app; to conduct marketing research and development (student focus groups, advertisement, brand creation, marketing plan and campaign, etc.); and, to perform other integrated services to assist in the implementation of programs and project-related activities.	\$ 20,000.00	\$ 20,000.00	\$40,000.00
					\$0.00
					\$0.00
Sub Total			\$ 237,600.00	\$ 179,600.00	\$417,200.00
Indirect Cost (0.0%)			\$ -	\$ -	
Total Contractual (Purchased Services)			\$ 237,600.00	\$ 179,600.00	\$417,200.00
	Other	Description(s)/Details/Costs			Total
					\$0.00
					\$0.00
Sub Total			\$ -	\$ -	\$ -
0			\$ -	\$ -	\$ -
Total Misc.			\$ -	\$ -	\$ -

THE USE OF GRANT FUNDS FOR CONFERENCES AND MEETINGS

You are receiving this memorandum to remind you that grantees must take into account the following factors when considering the use of grant funds for conferences and meetings:

- Before deciding to use grant funds to attend or host a meeting or conference, a grantee should:
 - Ensure that attending or hosting a conference or meeting is consistent with its approved application and is reasonable and necessary to achieve the goals and objectives of the grant;
 - Ensure that the primary purpose of the meeting or conference is to disseminate technical information, (e.g., provide information on specific programmatic requirements, best practices in a particular field, or theoretical, empirical, or methodological advances made in a particular field; conduct training or professional development; plan/coordinate the work being done under the grant); and
 - Consider whether there are more effective or efficient alternatives that can accomplish the desired results at a lower cost, for example, using webinars or video conferencing.
- Grantees must follow all applicable statutory and regulatory requirements in determining whether costs are reasonable and necessary, especially the Cost Principles for Federal grants set out at 2 CFR Part 200 Subpart E of the, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.” In particular, remember that:
 - Federal grant funds cannot be used to pay for alcoholic beverages; and
 - Federal grant funds cannot be used to pay for entertainment, which includes costs for amusement, diversion, and social activities.
- Grant funds may be used to pay for the costs of attending a conference. Specifically, Federal grant funds may be used to pay for conference fees and travel expenses (transportation, per diem, and lodging) of grantee employees, consultants, or experts to attend a conference or meeting if those expenses are reasonable and necessary to achieve the purposes of the grant.
 - When planning to use grant funds for attending a meeting or conference, grantees should consider how many people should attend the meeting or conference on their behalf. The number of attendees should be reasonable and necessary to accomplish the goals and objectives of the grant.
- A grantee hosting a meeting or conference may not use grant funds to pay for food for conference attendees unless doing so is necessary to accomplish legitimate meeting or conference business.
 - A working lunch is an example of a cost for food that might be allowable under a Federal grant if attendance at the lunch is needed to ensure the full participation by conference attendees in essential discussions and speeches concerning the purpose of the conference and to achieve the goals and objectives of the project.
- A meeting or conference hosted by a grantee and charged to a Department grant must not be promoted as a U.S. Department of Education conference. This means that the seal of the U.S. Department of Education must not be used on conference materials or signage without Department approval.
 - All meeting or conference materials paid for with grant funds must include appropriate disclaimers, such as the following:

The contents of this (insert type of publication; e.g., book, report, film) were developed under a grant from the Department of Education. However, those contents do not necessarily represent the policy of the Department of Education, and you should not assume endorsement by the Federal Government.

- Grantees are strongly encouraged to contact their project officer with any questions or concerns about whether using grant funds for a meeting or conference is allowable prior to committing grant funds for such purposes.
 - A short conversation could help avoid a costly and embarrassing mistake.
- Grantees are responsible for the proper use of their grant awards and may have to repay funds to the Department if they violate the rules on the use of grant funds, including the rules for meeting- and conference-related expenses.

**PROHIBITION OF TEXT MESSAGING AND EMAILING WHILE
DRIVING DURING OFFICIAL FEDERAL GRANT BUSINESS**

Federal grant recipients, sub recipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately-owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving.

Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009.

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