



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

## **Request for Proposals**

### **GBHWC RFP 03-2019**

**Prevention Education and Community Empowerment  
Partnerships for Success (PEACE PFS)  
HHS SAMHSA Federal Grant, PEACE PFS Sub-Grants**

Supported by  
Federal Funds CFDA # 93.243  
Strategic Prevention Framework-Partnerships for Success  
US Department of Health and Human Services,  
Substance Abuse and Mental Health Services Administration

Theresa C. Arriola, Director  
790 Gov. Carlos Camacho Road  
Tamuning, Guam 96913  
Telephone 1-671-647-5330  
Facsimile: 1-671-649-6948  
Website: <http://gbhwc.guam.gov>

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# I. PUBLIC NOTICE

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## PUBLIC NOTICE

Request for Proposals for  
GBHWC RFP 03-2019

Guam Behavioral Health and Wellness Center



### Prevention Education and Community Empowerment – Partnerships for Success (PEACE PFS) US Department of HHS SAMHSA Federal Grant, PEACE PFS Sub-Grants

The Guam Behavioral Health and Wellness Center (GBHWC), Clinical Services Division, Prevention and Training Branch, Prevention Education and Community Empowerment – Partnership for Success (PEACE PFS), is inviting qualified Guam based non-profit organizations to submit proposals to provide sub-recipient/pass-through federally funded Community Partnership SAMHSA evidence based program services for youth ages 9 to 20, in the Guam Department of Education's (GDOE) selected elementary schools (Grades 4-5), middle schools (Grades 6-8) and high schools (Grades 9-12) who have the high rates of offenses related to alcohol, tobacco/nicotine and marijuana possession or consumption 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 that are proven to effect positive behavioral health changes.

This a 100% federally funded, U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (HHS SAMHSA); Funding Opportunity Announcement (FOA) No. SP-18-008; Catalogue of Federal Domestic Assistance (CFDA) No.: 93.243.; Grant No. 6H79SP081005-01, and as amended in M001 and M002; Project Title: PEACE Partnerships for Success, discretionary, multi-year grant. Project Period 09/30/2018 through 09/29/2023. Budget Period: 09/30/2018-09/29/2020, with incremental funding (restricted) period(s) from 09/30/2018- 09/29/2019 and 9/30/2019- 09/29/2020.

Multiple subgrant awards are anticipated to be made in keeping with the PEACE PFS grant objectives. The PEACE PFS Request for Proposal packages are available for public inspection at [www.gbhwg.guam.gov](http://www.gbhwg.guam.gov) or a hard copy is available for pickup at the Director's Office, GBHWC located on the First Floor, 790 Governor Carlos G. Camacho Road, Tamuning, Guam 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 amendments to the RFP will be sent to all registered prospective Offerors and posted on [www.gbhwg.guam.gov](http://www.gbhwg.guam.gov).

Questions regarding this RFP should be written and addressed to GBHWC Director through U.S. Mail, hand delivery, or facsimile (671) 649-6948 by Wednesday, June 26, 2019. 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. Electronic mail (email) is not acceptable.

The DEADLINE FOR RECEIPT OF PROPOSALS is no later than 4:30 P.M. Chamorro Standard Time, Friday, July 12, 2019. All proposals must be submitted only via U.S. Mail, courier, or hand delivery and must be addressed to the Director, Guam Behavioral Health and Wellness Center. Electronic mail (email) is not acceptable.

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

THERESA C. ARRIOLA, Director  
June 21, 2019

## II. GENERAL INFORMATION

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### A. INTRODUCTION

The Guam Behavioral Health and Wellness Center (GBHWC) serves as the single state agency authority for mental health and substance abuse prevention and treatment services for the U.S. Territory Government of Guam (P.L. 17-21). In line with this Government of Guam policy, GBHWC encourages interagency and community partnerships in the development and implementation of school-based programs to promote mental health, prevent substance use and provide early intervention services for Guam's youth.

GBHWC successfully competed for the Strategic Prevention Framework - Partnerships for Success (SPF-PFS) Grant from the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (HHS SAMHSA), awarded to enhance key substance use prevention priorities in U.S. states and territories; Funding Opportunity Announcement (FOA) No. SP-18-008; Catalogue of Federal Domestic Assistance (CFDA) No.: 93.243.; Grant #6H79SP081005-01, and as amended in M001 and M002; Project Title: PEACE Partnerships for Success, discretionary, multi-year grant. Project Period 09/30/2018 through 09/29/2023. Budget Period: 09/30/2018- 09/29/2020, with incremental funding (restricted) period(s) from 09/30/2018- 09/29/2019 and 9/30/2019- 09/29/2020. The SPF-PFS grant will be locally managed by GBHWC's Prevention and Training Branch (PEACE Office), whose vision is *an island community empowered and committed to making informed decisions and choices towards a healthier future for Guam*. The SPF-PFS Grant 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 that are proven to effect positive behavioral health changes.

#### **Description of Need for an Enhanced Prevention Infrastructure**

Substance use is a major social and health problem in Guam. The current magnitude of the problem of underage alcohol offenses and tobacco/nicotine exceeds the infrastructure and services available to address the issues both within the public school system and in the community at-large. GDOE's current capacity to provide in-school treatment for the middle and high school students involved in substance use related offenses is limited to the 16-week Substance Abuse Intervention (SAI) Program. This intensive program is intended for those with medium to high risk of repeat use. There are no prevention and intervention services in school for students who are at low risk for repeated use. The high number of GDOE's offenders highlights the depth of the need to bring services to students at their school campus where sustainable, continuous access to students with the greatest need is most achievable. Considering the limitedness in resources available within GDOE, the PEACE PFS subawards will infuse much-needed prevention programs and practices into the public school system to alleviate gaps and make services more immediately available to the youth exhibiting low risk substance use related behaviors.

#### **Grant Goals and Sub-Grant Objectives**

HHS SAMHSA offered the SPF PFS grant to select states, tribes and territories to address one of the nation's top substance abuse prevention priorities: underage drinking among youth age 9 to 20. At the grantee's discretion SPF-PFS may also fund up to two additional data-driven priorities. The SPF-PFS grant will be implemented in Guam as the Prevention Education and Community Empowerment – Partnerships for Success (PEACE PFS) grant, where we identified youth use of alcohol, tobacco/nicotine and marijuana as our substance use prevention priorities.

The overarching goals for the SPF-PFS grant program in Guam are that at risk Guam Department of Education (GDOE) students are identified early to receive appropriate services to prevent their alcohol, tobacco and/or marijuana use, and that there is minimal recidivism rate for student offenses on alcohol, tobacco/nicotine and marijuana use and possession in GDOE. To achieve these goals, GBHWC through its PEACE PFS subaward subrecipients, will pursue these objectives: By 2023,

- GDOE students will have an increased perception of harm towards alcohol, tobacco/nicotine and marijuana products, decreasing current youth use by 10%
- GDOE will reduce its alcohol, tobacco/nicotine and marijuana-related offenses by 10% by addressing underlying risk and protective factors among students considered at risk

Strategic Prevention Framework - Partnerships for Success grants are authorized under Section 516 of the Public Health Service Act. This RFP contributes to addressing Healthy People 2020 Substance Abuse Topic Area HP 2020-SA. Offerors for PEACE PFS grant are required to meet the criteria set forth by SAMHSA (Section 516 Public Health Act, <https://legcounsel.house.gov/Comps/PHSA-merged.pdf>).

### **Population of Focus**

The Guam State Epidemiological Outcomes Workgroup (SEOW) reviews local substance abuse data and uses an incremental process that weights magnitude (high prevalence), burden, vulnerability (high risk, low protective factors), capacity and the presence or absence of other programs and funding support to identify prevention priorities and high-need groups. Underage drinking and tobacco use emerged as the priorities. Examination of data disaggregated for ethnicity, age, and sex revealed that Chamorro and other Micronesian youth and young adults are at highest risk for increased vulnerability (high prevalence of risk factors), actual consumption and health and social consequences. Increased use and lower perception of harm were correlated with lower income and education levels. Given these findings, they determined that the recipient populations with the greatest need could be found in the public school system. Compared to private schools, Guam's public schools have a larger percentage of Chamorro and other Micronesian enrollees from households with lower income and lower education levels.

The SPF-PFS grant is designed to ensure that prevention strategies and messages cater to the needs, and reach the populations disproportionately impacted by substance use. In Guam, the identified **high-need, high-risk population segment** in which the grant must focus on are youth who identify as Pacific Islanders, currently enrolled in the local public school system, belonging to low-income families, and/or are slated for disciplinary actions for reported problematic behaviors. For details, refer to the Health Disparities Impact Statement included in this RFP packet.

Therefore, the identified **population of focus for this grant** will be (1) youth ages 9 to 20, in the Guam Department of Education (GDOE), (2) their families who are the natural supports and (3) school personnel who foster a safe learning environment and are key resources to effectively refer and link these individuals to appropriate services.

### **Proposal Overview and Subrecipient Commitment**

GBHWC is inviting non-profit organizations in Guam to submit proposals for PEACE PFS subawards, to reduce or prevent the use of alcohol, tobacco/nicotine and marijuana among youth ages 9 to 20. PEACE PFS subaward subrecipients will partner with GBHWC and the Guam Department of Education (GDOE) in providing evidence-based prevention programs and educational workshops to students.

Qualified organizations responding to this RFP will be called **Offerors**. Offeror(s) awarded funds as part of this RFP will be known as **PEACE PFS subrecipients**. Multiple awards will be given under this RFP, contingent upon the evaluation and negotiation between Offerors and GBHWC on the proposed evidence-based programs, workshops and other deliverables, and corresponding budget.

As a response to this RFP, **Offerors are expected to propose a Strategic Action Plan and Budget to fulfill the subaward objectives** listed in this section under “[Grant Goals and Objectives](#)”. The Strategic Action Plan must detail the Offeror’s proposed target population that aligns with GBHWC’s statement of high need and risk and identified population of focus, proposed program objective(s) and strategies that respond to the PEACE PFS grant goals and objectives, timeline and evaluation activities, including target annual outcomes from FY 2019 to FY 2023.

Proposed Strategic Action Plans must build resilience and protective factors, and decrease risk factors with cultural responsiveness among the population in focus identified by GBHWC. Offerors are expected to select one level in the GDOE elementary schools (Grades 4-5), middle schools (Grades 6-8) or high schools (Grades 9-12) to focus its proposed programs and activities on, use quantitative or qualitative data to drive the development of its proposed plan and budget, and seek support from school administrators, teachers and/or counsellors in which the proposed programs are designed for. By 2023, PEACE PFS subrecipients must be present in at least three schools within the school level they selected, using at least two types of prevention strategies to achieve these outcomes:

- Reached at least 830 students with increased risk for youth alcohol, tobacco/e-cigarette and marijuana use, their parents, and school staff, through a classroom-integrated prevention workshop on the risks and harms of youth use of alcohol, tobacco/e-cigarettes and marijuana (universal strategy), and
- Serve at least 250 students with a reported or referred problem challenging behavior that is related to alcohol, tobacco/ e-cigarette and marijuana, and their parents, using an evidence-based program or practice recognized by HHS SAMHSA and approved by GBHWC (selective/indicated prevention strategy).

Information on the Behavioral Health Continuum of Care, including prevention strategies, is available at: [http://www.ca-sdfsc.org/docs/resources/SDFSC\\_IOM\\_Policy.pdf](http://www.ca-sdfsc.org/docs/resources/SDFSC_IOM_Policy.pdf). A resource center for evidence-based practices recognized by SAMHSA is available at: <https://www.samhsa.gov/ebp-resource-center>. Detailed instructions for proposal content requirements are provided in [Section IV. Proposal Contents](#).

## **B. APPLICABILITY OF GUAM PROCUREMENT LAW**

All agencies of the Government of Guam are required to follow the Guam Procurement Law when using public funds for procurement of “supplies or services” pursuant to 5 GCA Chapter 5 and 2 GAR Division 4. The statutes are available online at <http://www.guamcourts.org/CompilerofLaws/index.html>. This RFP is issued by GBHWC, a line department of Government of Guam, and authorized by the Guam Procurement Law to act as the purchasing agency for the purpose of procuring professional services described in Section III, Scope of Work. Any party who submits a proposal is known as “Offeror”.

## **C. 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.

## **D. 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.

## **E. REGISTRATION OF INTERESTED PARTIES (FORM A.1)**

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](mailto: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.

## **F. DESIGNATION OF REPRESENTATIVE (FORM A)**

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).

## **G. LICENSES (FORM B)**

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, accompanied by a published and/or certified financial statements in the past three (3) years, or audit of the past five (5) years of operation.

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](http://www.admin.gov.gu/revtax).

## **H. 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 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 government of Guam. See P.L. 33-166 effective June 20, 2017 codified at 11 G.C.A. Chapter 71, Section 71114.

## **I. DEBARMENT, SUSPENSION AND INELIGIBILITY**

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.

## **J. 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.

## **K. MANDATORY LOCAL DISCLOSURES (FORMS C TO H)**

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 and Commissions (FORM C)**

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 (FORM D)**

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 (FORM E)**

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 (FORM F)**

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 (FORM G)**

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 (FORM H)**

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.

## **L. TYPE OF CONTRACT**

The contract that results from this solicitation will be a subrecipient/subaward, Community Partner Agreement. In keeping with the federal grant terms and conditions, it will be a multi-year cost reimbursement contract.

As required by law, GBHWC determines in writing herein that its personnel will be assigned to closely monitor the performance of the services and that it is not practicable to use any other type of contractor to obtain these services in the time required and at the lowest cost or price to the government.

## **M. DURATION OF CONTRACT OR TERM OF SERVICE**

### **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 “Effective Date” through 09/29/2020. (the “Initial Term”). After the Governor has approved the contract, GBHWC will issue a written notice to proceed notifying the subrecipient/sub-awardee(s) when performance of services is to begin.

### **b. Renewal Term**

At the option of GBHWC, and satisfactory services in keeping with the objectives of the grant and the terms of the contract by the subrecipient/sub-awardee(s) and compliance with all the terms and conditions of the contract may be renewed for up to three (3) additional one (1) year period (s), each being a renewal term (“Renewal Term”), subject to the availability of funds, proposed updates of the Action Plan and Budget Justification

### **c. Federal Grant - Subaward**

This contract shall remain in effect through-out any liquidation period, extension, or no-cost extension period and any close out period for the U.S. HHS SAMHSA federal grant.

### **d. 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 Initial Term of the contract may be pro-rated and certified as part of the execution of the contract. Each proceeding year of the contract will require a certification of funds by the Government of Guam. In the event that funds are not allocated, appropriated or otherwise made available to support continuation of performance in any period of time within the Initial Term, 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.

## **N. COMPENSATION FOR SERVICES**

The offeror and the GBHWC will negotiate an annual budget, inclusive of object categories and staffing levels.

### **1. Invoices**

The contractor shall submit monthly invoices with a detailed expense report at the 10<sup>th</sup> of every month. The contractor shall be compensated upon the clearance of monthly invoices by the GBHWC. In any reporting month in which a discrepancy exists in the statistical, verbal, narrative or financial reports submitted by the contractor to the GBHWC, twenty



percent (20%) of the invoice amount after applying any penalties or disallowed costs shall be withheld until the discrepancy has been resolved to the satisfaction of the GBHWC. Contractors are given up to 5 working days to resolve the identified discrepancy(ies). Failure to do so may result to forfeiture of the 20% withheld. Three (3) forfeitures shall be grounds for termination of contract. Discrepancies include but will not be limited to: inaccuracy, incompleteness and inconsistencies in the statistical, verbal, narrative and financial reports and required supporting documents submitted, questionable expenditures included in the expense reports (i.e. unallowable costs, non-adherence to procurement guidelines).

## **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.

## **O. 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.

## **P. 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.

## **Q. 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.

## **R. 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 (no later than Friday, 06/26/2019) 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.

## **S. 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.

Community Partner 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, Community Partner 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, Community Partner 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, Community Partner 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. Community Partner shall flow through the requirement in this Section V Equal Opportunity Nondiscrimination to its subcontractors.
4. Community Partner 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). A Community Partner 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 Community Partner is part of Government of Guam (new) P.L. 33-64 is codified at 4 GCA Chapter 4, §4101(a) as amended.
5. If Community Partner 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 Community Partner agrees to make appropriate steps to correct these deficiencies.

## **T. 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.

## **U. 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 a 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.

## **V. 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 qualified non-profits offerors, in keeping with the subaward/subrecipient evaluation criteria set forth in the RFP. Offerors must receive a minimum of 70% of total rating. A minimum of one subrecipient/subaward per youth/age and school level/ i.e. Guam Department of Education's selected elementary schools (Grades 4-5), middle schools (Grades 6-8) and high schools (Grades 9-12), will be sought to be awarded by GBHWC, in the order of their respective qualification and evaluation ranking.

Multiple contract awards on this RFP may be made at the sole discretion of the GBHWC. GBHWC reserves the right to re-issue its procurement based on the Department's need to acquire a subrecipient/pass-through federally funded Community Partnership SAMHSA evidence based program services for youth ages 9 to 20, in the Guam Department of Education's (GDOE) selected elementary schools (Grades 4-5), middle schools (Grades 6-8) and high schools (Grades 9-12) who have the high rates of offenses related to alcohol, tobacco/nicotine and marijuana possession or consumption 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 that are proven to effect positive behavioral health changes.

## **W. 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.

## **X. COMMUNITY-BASED NON-PROFIT ORGANIZATION PROFESSIONAL SERVICES**

Additionally, the offeror agrees to adhere to the Guam public policy with regard to GBHWC; "to provide comprehensive inpatient and community-based outpatient mental health, alcohol and drug programs and services for the people of Guam and to continually strive to improve, enhance, and promote the physical and mental well-being of the people of Guam who experience the life disrupting effects of mental illness, alcoholism, drug abuse or at risk to suffer those effects and who need assistance; to provide such assistance in an effective and efficient manner in order to minimize community disruption and strengthen the quality of personal family and community life"; 10 GCA §86101.

## **Y. HHS SAMHSA Strategic Prevention Framework - Partnerships for Success (CFDA No.: 93.243) TERMS AND CONDITIONS**

This procurement is funded by the Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (HHS-SAMHSA) Strategic Prevention Framework - Partnerships for Success Grant (SPF-PFS); Funding Opportunity Announcement (FOA) No. SP-18-008; Catalogue of Federal Domestic Assistance (CFDA) No.: 93.243; Grant No. 6H79SP081005-01, as amended in M001 M002. Federal grant terms and conditions, laws, regulations and guidelines are part of this contract, and the contractors Federal Certifications and Assurances that includes a copy of the Notice of Grant awarded is incorporated herein as if fully re-written. Mandatory federal compliance disclosure forms are attached hereto and listed as follows:

1. Compliance with Federal Financial Accountability Transparency Act (FORM I)
2. Assurance of Compliance with SAMHSA Charitable Choice Statutes and Regulations SMA 170 (FORM J)
3. Certification of Compliance with HHS Standards of Conduct for Recipient Employees that covers the following: (FORM K)
  - a. Hatch Act
  - b. Age Discrimination Act of 1975
  - c. Civil Rights of 1964
  - d. Education Amendments of 1972
  - e. Rehabilitation Act of 1973
  - f. Conflict of Interest
  - g. Drug Free Workplace
  - h. Trafficking Victims Protection Act of 2000 (amended)
4. Civil Rights Requirements (FORM L)
5. Limited English Proficiency Certification (FORM M)
6. Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards (FORM N)
7. Procurement Standards – 2 CFR Chapter I and Chapter II, Part 200, et al (FORM O)
8. Federal Grant Fund Certifications and Assurances (FORM P)
  - a. Debarment and Suspension
  - b. Drug Free Workplace Requirements
  - c. Lobbying
  - d. Civil Remedies Act
  - e. Environmental Tobacco Smoke
  - f. Non-Discrimination
  - g. Single Audit Act
  - h. Notice of Grant Award
9. Federal Grant Award (FORM P)
10. Sample of Business Associate Agreement (FORM Q)

### III. SCOPE OF WORK

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Offerors are to propose services and deliverables in conjunction with the GBHWC Guam State Epidemiological Outcomes Workgroup (SEOW), and the Guam Department of Education - Student Support Services (GDOE-SSS) to carry out the overall grant objectives.

**The PEACE PFS grant objectives being flowed through to subaward subrecipients by 2023 are as follows:**

- GDOE students will have an increased perception of harm towards alcohol, tobacco/nicotine and marijuana products, decreasing current youth use by 10%, and
- GDOE will reduce its alcohol, tobacco/nicotine and marijuana-related offenses by 10% by addressing underlying risk and protective factors among students considered at risk.

By the end of FY 2023, each PEACE PFS subaward subrecipient should have:

- Reached at least 830 students, their parents and school staff, through a classroom-integrated prevention workshop on the risks and harms of youth use of alcohol, tobacco/nicotine and marijuana, and
- Served at least 250 students with a reported or referred challenging behavior that is related to alcohol, tobacco/nicotine and marijuana, and their parents, using an evidence-based intervention recognized by HHS SAMHSA and approved by GBHWC.

To do so, they must fulfill the services and deliverables listed in this section.

#### Services and Deliverables

##### 1. Assign key staff roles

Offeror proposals must provide key staff sufficient to fulfill the roles listed below, detailing the individual(s)' qualifications and the number of hours dedicated to the program:

- **program manager**, who will manage and coordinate overall organizational operation including program planning, development and implementation, financial activities, progress reporting and communication with GBHWC,
- **administrative staff**, who will supervise, record and report financial activities using the PEACE PFS subaward
- **data analyst**, who will perform evaluation activities including survey development and validation, data collection and analysis, and reporting to GBHWC, and
- **cultural representative**, who possesses an in-depth understanding and practice of the culture of the audience(s) that the PEACE PFS subaward subrecipient proposes to target in their Strategic Action Plan, to serve as direct service staff implementing the proposed evidence-based program

##### 2. Develop, implement and evaluate a SPF-driven Action Plan

Offerors will be selected based on the evaluation of their submitted proposals, which includes a proposed Strategic Action Plan that details their target population, statement of high need and high risk, chosen program(s) and strategy(ies), and implementation and evaluation activities including target outcomes. Offerors are expected to develop a Strategic Action Plan that builds on resilience and protective factors and decrease risk

factors for youth alcohol, tobacco/nicotine and marijuana use. Underlying strategies in their Strategic Action Plan must also be data-driven, based on the latest State Epidemiological Outcomes Profile (available at <http://www.peaceguam.org/partnerships/seow>) and in line with at least one of the five PEACE Pillars of Success from the Guam State Prevention Enhancement Comprehensive Strategic Plan (available at: <http://www.peaceguam.org/community-action/state-plans-and-reports>):

1. **Youth empowerment:** to engage and empower the youth in creating a safe and healthy future for the island community,
2. **Effective communication:** to promote positive behaviors by implementing health communication strategies that are inclusive and culturally responsive, and incorporate both traditional and current media vehicles,
3. **Strong leadership:** to engage appointed and grassroots leaders in influencing community behavior; demonstrating strong leadership through integrity, transparency, and follow-through,
4. **Grassroots engagement:** to foster community involvement through meaningful outreach, inclusion and engagement with all communities, and
5. **Safe and healthy environment:** to secure a sustainable, healthy environment for Guam that promotes healthy behaviors for its people, allowing them to thrive.

HHS SAMHSA considers the use of the Strategic Prevention Framework (SPF) in prevention initiatives as critical to ensuring that states and their communities work together to use data-driven decision-making processes to develop effective prevention strategies and sustainable prevention infrastructures. Offerors are expected to adhere to the 5-Step SPF throughout the duration of the PEACE PFS subaward.

- Step 1. **Needs Assessment:** identify resources, needs, readiness and risk and protective factors to be addressed in the community
- Step 2. **Capacity Building:** develop or identify fiscal, human and organizational resources that will contribute to raising awareness on substance abuse and suicide prevention, increase readiness and mobilize community members to address problems identified through the needs assessment
- Step 3. **Planning:** develop a comprehensive strategic plan that describes what specific problems have been prioritized and how they will be addressed
- Step 4. **Implementation:** carry-out prevention interventions (programs, policies, and practices) that are comprehensive, data-driven and culturally and linguistically appropriate
- Step 5. **Evaluation:** systematically collect and analyze information to monitor processes and evaluate interventions to increase effectiveness, inform decisions and sustain effective interventions and positive outcomes

The guiding principles of cultural competence and sustainability are included in each of these five steps.

Offerors are to include in their proposed approach:

- At least one selective/indicated prevention strategy that implements an evidence-based intervention recognized by HHS SAMHSA and approved by GBHWC, and
- At least one universal prevention strategy that will be implemented in a prevention workshop on the risks and harms of youth use of alcohol, tobacco/nicotine and marijuana in a population-based classroom setting.

Information on the Behavioral Health Continuum of Care, including prevention strategies, is available at: [http://www.ca-sdfsc.org/docs/resources/SDFSC\\_IOM\\_Policy.pdf](http://www.ca-sdfsc.org/docs/resources/SDFSC_IOM_Policy.pdf). A resource center for evidence-based practices recognized by SAMHSA is available at: <https://www.samhsa.gov/ebp-resource-center>.

### **3. School-Based Needs Assessment and updated Action Plan**

Offerors are to include in their proposal one selected school level in GDOE elementary schools (Grades 4-5), middle schools (Grades 6-8) or high schools (Grades 9-12) to focus their Strategic Action Plan on. Offerors will include how they will establish (or further already existing) partnerships with school administration, teachers and/or counsellors to implement a school-based Needs Assessment by 09/29/2019. Offerors are to propose an evidence-based program to be offered 09/30/2019 through 09/29/2020, along with evaluation benchmarks within this period to monitor its effectiveness and efficiency.

In keeping with the two PEACE PFS grant objectives listed above, Offerors are also to include in their plan the proposed program approach and evaluation indicators for 09/30/20 – 09/29/21, 09/30/21 – 09/29/22 and 09/30/22 – 09/29/23. The current federal grant terms and conditions require a School-Based Needs Assessment Report, an updated Strategic Action Plan and updated Evaluation Plan to be submitted before 09/29/2019. These deliverables must be included in the proposed timeline.

### **4. Increase prevention capacity**

Offerors are to include in their proposed action plan and timeline their participation in the required trainings for subaward subrecipients, per grant terms and conditions. These trainings and workshops are offered to strengthen the organization and community's prevention capacity and readiness to implement prevention interventions and sustain positive outcomes. All identified direct service staff and management are required to attend:

- Gathering of Pacific Islanders, GOPI (16 hours)
- Introduction to Substance Misuse (8 hours)
- Ethics in Prevention (8 hours)
- Substance Abuse Prevention Skills Training, SAPST (32 hours)
- Introduction to Health Literacy and Cultural Responsiveness, or Intro to CLAS – Culturally and Linguistically Appropriate Services (8 hours)
- Epidemiology 101 (approx. 8 hours)
- Strategic Health Communication (approx. 8 hours)
- Prevention Program Evaluation and Monitoring (approx. 8 hours)
- safeTALK – suicide awareness for everyone (4 hours)
- Youth Mental Health First Aid (8 hours)

Supplemental optional trainings will be made available throughout the grant period for all staff to attend:

- Introduction to Strategic Prevention Framework, in lieu of SAPST (8 hours)
- Brief Tobacco Intervention – BTI (8 hours)
- Screening, Brief Intervention and Referral to Treatment – SBIRT (approx. 16 hours)



- Stress and Anger Management (approx. 4 hours)
- ASIST – Applied Suicide Intervention Skills Training (16 hours)
- Grief Talk (2 hours)
- Federal Grant Writing and Prevention in Behavioral Health (approx. 8 hours)

Offerors must include in their proposal staff participation to a national organization and/or events that promote prevention strategies in the public health, behavioral health and/or substance abuse prevention and treatment fields. Examples include the National Prevention Network (NPN) and the Community Anti-Drug Coalitions of America (CADCA). PFS Community Partners may propose their chosen organization(s), however final selection must receive approval from GBHWC.

## **5. Progress reports**

Offerors must include in their proposal hours needed to complete progress reports as part of the deliverables required. At least the program manager must attend a monthly technical assistance meeting with the PEACE PFS staff and other PEACE PFS subawardees at the GBHWC Prevention and Training Office to verbally report progress highlights on their Needs Assessment, Strategic Action Plan and Evaluation activities. An electronic survey issued by GBHWC must be submitted before this meeting date to provide a detailed progress report on:

- Activities completed, specific to each of the 5-Step Strategic Prevention Framework,
- Target outcomes met, specific to each of the 5-Step Strategic Prevention Framework,
- Resources acquired and/or used,
- Feedback received on the activities completed from the population reached, and
- Updates to the strategic action plan and evaluation plan, if any.

## **6. Program and Cross-Site Evaluation**

As applicable to HHS-SAMHSA grantees, PEACE PFS subrecipients must:

- Work with the Lead Evaluator in updating and implementing a Program Evaluation Plan that monitors the effectiveness and efficiency of the organization's Strategic Action Plan; this includes process and impact evaluation using pre-test, post-test, follow-up or other methods of inquiry; a proposed evaluation plan must be included in the proposed Strategic Action Plan,
- With guidance from the SEOW Lead Analyst and the Lead Evaluator, complete data collection and preliminary analysis, which will be reported to GBHWC as part of their monthly progress reports, and,
- If applicable, report on PFS National Cross-Site Evaluation indicators to be determined by the Lead Evaluator and SAMHSA.

## **Offeror Requirements**

- Offerors are responsible for ensuring compliance with the terms and conditions of the contract once awarded, per 45 CFR §75.101. Terms are listed in the Notices of Award.

- Offerors are required to submit as part of their proposal a Strategic Action Plan using the provided template in this RFP packet.
- Offerors are required to submit a detailed proposed budget for the initial term of the sub-grant (from contract effective date to 09/29/2019 and 09/30/2019 – 09/29/2020). Use the budget template provided in this RFP packet. IMPORTANT: The budget proposal must be submitted in a sealed envelope that is separate from the project proposal.
- Offerors are required to submit an annual budget forecast for the grant periods 09/30/2020–09/29/2021, 09/30/2021–09/29/2022 and 09/30/2022–09/29/2023). Use the budget template provided in this RFP packet. IMPORTANT: The budget proposal must be submitted in a sealed envelope that is separate from the project proposal.
- Offerors are required to submit proof of non-profit and tax exempt status or 501(C)(3) from the Government of Guam.
- Offerors are required to submit published and/or certified financial statements in the past three (3) years, or audit of the past five (5) years of operation.
- Offerors are required to submit monthly invoices at the 10<sup>th</sup> of each month with a detailed expense report.

## Budget and Applicable Restrictions

Only reasonable and allowable costs associated with the use of Federal Funds are permitted to fund evidence-based practices. At least three offerors will be selected as PEACE PFS subaward subrecipients. A cumulative sub-grant amount of \$288,000 will be awarded each fiscal year, distributed based on the final approved scope of work and deliverables. Costs obligated within each fiscal year must be expended by September 29<sup>th</sup> of that year, plus a 90-day liquidation period. No carryover of funds between fiscal years will be allowed.

Except for FY 2019, up to twenty percent (20%) of the total proposed budget is allowed to cover **administrative costs not directly related to the program implementation**. The remaining portion of the budget (80%) must be allotted to **direct services and other program-related activities and costs that support the development, implementation and evaluation of the Action Plan**. Up to twenty percent of the direct services portion (20% of the 80%) must be allotted for data collection and evaluation activities.

In the budgets to be developed as part of the proposal and the corresponding award, offerors MAY NOT USE these SPF-PFS funds to:

- **Exceed Salary Limitation:** The Consolidated Appropriations Act, 2016 (Pub. L.113-76) signed into law on January 10, 2016, limits the salary amount that may be awarded and charged to SAMHSA grants and cooperative agreements. Award funds may not be used to pay the salary of an individual at a rate in excess of Executive Level II. The Executive Level II salary can be found in SAMHSA's standard terms and conditions for all awards at <https://www.samhsa.gov/grants/grants-management/notice-award-noa/standard-terms-conditions>. This amount reflects an individual's base salary exclusive of fringe and any income that an individual may be permitted to earn outside of the duties to the

applicant organization. This salary limitation also applies to sub awards/subcontracts under a SAMHSA grant or cooperative agreement.

- Pay for any office rental or lease for space beyond the project period
- Provide treatment and recovery services to incarcerated populations (defined as those persons in jail, prison, detention facilities, or in custody where they are not free to move about in the community)
- Pay for the purchase or construction of any building or structure to house any part of the program
- Pay for housing other than residential mental health and/or substance abuse treatment
- Provide residential or outpatient treatment services when the facility has not yet been acquired, sited, approved, and met all requirements for human habitation and services provision. (Expansion or enhancement of existing residential services is permissible.)
- Provide inpatient treatment or hospital-based detoxification services. Residential services are not considered to be inpatient or hospital-based services.
- Cover unallowable costs associated with the use of federal funds are permitted to fund evidence-based practices (EBPs). Other sources of funds may be used for unallowable costs (e.g., meals, sporting events, entertainment). Other support is defined as funds or resources, whether federal, non-federal or institutional, in direct support of activities through fellowships, gifts, prizes, or in-kind contributions.
- Make direct payments (monetary payments such as cash or check) to individuals to induce them to enter prevention or treatment services, including those supported by the FY2018 Strategic Prevention Framework – Partnerships for Success Grant. However, SAMHSA discretionary grant funds may be used for non-clinical support services (e.g., bus tokens, child care) designed to improve access to and retention in prevention and treatment programs.
- Make direct payments to individuals to encourage attendance and/or attainment of prevention or treatment goals.

Note: SAMHSA discretionary grant funds may be used for non-cash incentives up to \$30. Incentives should be the minimum amount necessary to meet the programmatic and performance assessment goals of the grant. Applicants should determine the minimum amount that is proven effective by consulting with existing local programs and reviewing the relevant literature.

- SAMHSA policy allows an individual participant to receive more than one incentive over the course of the program. A recipient or treatment or prevention provider may provide up to \$30 non-cash incentive to individuals to participate in required data collection follow up. This amount may be paid for participation in each required follow up interview.
- Meals are generally unallowable unless they are an integral part of a conference grant or specifically stated as an allowable expense in the FOA. Grant funds may be used for light snacks, not to exceed \$3.00 per person.

- Consolidated Appropriations Act, 2016, Division H states, SEC. 520, notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug. Provided, that such limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant state or local health department, in consultation with the Centers for Disease Control and Prevention, determines that the state or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with state and local law. Contact the GPO for further guidance.
- Pay for pharmaceuticals for HIV antiretroviral therapy, sexually transmitted diseases (STD)/sexually transmitted illnesses (STI), tuberculosis (TB), and hepatitis B and C, or for psychotropic drugs.
- To distribute sterile needles or syringes for the hypodermic injection of any illegal drug.

This scope of work was prepared by Sara Harrell, Project Director for the PEACE PFS Grant, in conjunction with the GBHWC Prevention and Training Branch and GDOE Student Support Services, and approved by Theresa C. Arriola, Director of Guam Behavioral Health and Wellness Center (GBHWC).

## IV. PROPOSAL CONTENTS, REQUIREMENTS, AND INSTRUCTIONS

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### 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 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

The proposal must be organized with headings/titles, references or subjects, and page numbers listed in the table of contents.

#### 3. Proposed Strategic Action Plan

Use the provided template for the Proposed Strategic Action Plan that includes:

- a. Introduction and Background
- b. Proposed Plan of Action
- c. Proposed Evaluation Plan

#### 4. Proposed Budget and Sustainability Plan

This component must be submitted in a **sealed envelope separate from the proposal**. Use the provided template for the Proposed Budget and Sustainability Plan that includes:

- a. Proposed budget, justification and forecast using the template provided
- b. Proposed sustainability plan for the program to support service provision beyond the PEACE PFS grant

#### 5. Statement of Understanding

A statement of understanding and willingness expressing the offeror's understanding of the work to be accomplished as specified in "Section III. Scope of Services", and a statement of positive commitment and willingness to perform the services.

#### 6. Documentation for Skills, Qualifications and Experience

Documentation to support and demonstrate that the organization and/or individuals who will fill key staff positions meet the required skills, qualifications and experience to be a PEACE PFS subrecipient, as described in the Strategic Action Plan

#### 7. Letters, awards or other forms of recognition that demonstrate confidence in the work performed by the offeror.

**8. FORM A: Proposal Signature Form (Designations of Contact Person)**

A responsible official must be identified by name, title and contact information if different from the offeror's. The designated official must be able to answer any questions regarding the offeror's proposal and must be able to negotiate the fee and other contract terms.

**9. FORM B: Form for Submitting All Licenses including Financial Statement**

Copies of the following documents should be attached with Form B:

- A copy of the business license, the offeror's federal employer identification number (EIN), Recognition of Exemption under Internal Revenue Section 501(c)(3), if any
- Certified and/or published financial statements in the past three (3) years, or audit of the past five (5) years of operation.

**10. Form C: Affidavit re Disclosing Ownership and Commissions**

**11. Form D: Affidavit re Non-Collusion**

**12. Form E: Affidavit re No Gratuities or Kickbacks Affidavit**

**13. Form F: Affidavit re Ethical Standards**

**14. Form G: Wage Determination and Benefit**

**15. Form H: Contingent Fees**

**16. Forms I – P: Federal Grant Fund Certifications and Assurances**

**17. Form Q: Acknowledgment of Sample Business Associate Agreement**

**B. REQUIREMENTS AND INSTRUCTIONS FOR PROPOSAL CONTENT**

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 the proposal content constitute grounds for a claim or for the withdrawal of a proposal after opening. Any changes in a proposal must be explained or noted over the signature of the offeror. The proposals containing any unexplained erasures or alterations shall be rejected by GBHWC as being incomplete.

## V. GENERAL PROCEDURES

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### 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., Friday, 07/12/2019.**
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

- 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 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.
  5. Proposals may be hand-carried and received at the GBHWC on or before the deadline date and time.
  6. Questions regarding this RFP should be written and addressed to the GBHWC Director through U.S. Mail, hand-delivery or facsimile (671-649-6948) by Wednesday, 06/26/2019. 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. Electronic mail (email) is not acceptable.
  7. Proposals received through the mail will not be accepted if such mail is received at the address showing after the submission date and time.
  8. Under no circumstances will the GBHWC accept a late proposal.

9. Proposals will be considered only from such offerors who, in the opinion of the GBHWC, can show evidence of their ability, experience, equipment and facilities to render satisfactory service, and are not currently debarred or suspended by federal or local government.

## **B. OPENING OF PROPOSALS**

Proposals shall not be opened publicly nor disclosed to unauthorized persons, but shall be opened in the presence of two or more procurement officials (Director, Deputy Director, Administrative Services Officer, Administrative Officer or Procurement Designee). 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 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 and responsible proposals. Each proposal will be evaluated according to the following evaluation factors and their relative importance designated by a number of point totaling 100.

a. The alignment of its organizational vision, mission and purpose with the vision and mission of GBHWC, and goals and objectives of the PEACE PFS grant	10 points
b. The organization's established experience and credibility in the community to carry out complex grant requirements based on documentation and past relevant experience with financial management and service delivery	15 points
c. The organization's level of knowledge, understanding and commitment for capacity building and technical assistance to address Guam's priorities for behavioral health promotion and substance abuse prevention, to include high-risk and high-need populations, existing health disparities and evidence-based strategies	20 points
d. The completeness and realistic thoroughness in the Strategic Action Plan that the subrecipient will undertake to accomplish the assigned Grant Objectives, and manage and operate the required services and deliverables in the Scope of Work.	30 points
e. Schedule of activities and timelines, including its commitment to the 5-Step Strategic Prevention Framework	15 points
f. The personnel, software tools, and equipment to perform the services currently available or demonstrated to be available at the time of subaward.	10 points
<b>TOTAL</b>	<b>100 points</b>



## **D. NEGOTIATION AND AWARD OF CONTRACT**

After an evaluation of responsive offerors by elementary school (Grades 4-5), middle school (Grades 6-8) and high school (Grades 9-12) 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.

## **E. 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.

## **F. 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.

## VI. CONTRACTUAL TERMS

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### 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](http://www.gsa.doa.guam.gov) all have useful procurement information and forms.

### B. SAMPLE CONTRACT (FORM R)

A proposed contract is attached to this RFP as Sample Contract (FORM R). Offerors are advised that the Sample Contract is the general form of contract that the GBHWC will enter into with the awarded Community Partner. In the event that offerors have any issues or questions as to the Sample Contract Clause in Form R, 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 R 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.

SEE GBHWC FORM R: SAMPLE CONTRACT

# FORMS CHECKLIST

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## Forms to Be Completed and Submitted

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Note: Forms C to H can be found at: [http://www.guamag.org/procurement\\_forms.html](http://www.guamag.org/procurement_forms.html)

## FORM A: Proposal Signature Form

### PROPOSAL SIGNATURE FORM

#### For GBHWC RFP 03-2019

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 B: Form for Submitting All Licenses

### FORM FOR SUBMITTING ALL LICENSES For GBHWC RFP 03-2019

*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:\_\_\_\_\_

## FORM C: Affidavit Disclosing Ownership and Commissions (AG 002)

### AFFIDAVIT DISCLOSING OWNERSHIP AND COMMISSIONS

CITY OF \_\_\_\_\_ )  
 ) ss.  
ISLAND OF GUAM )

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the offeror and that *[please check only one]*:

☐ The offeror is an individual or sole proprietor and owns the entire (100%) interest in the offering business.

☐ The offeror is a corporation, partnership, joint venture, or association known as \_\_\_\_\_ *[please state name of offeror company]*, and the persons, companies, partners, or joint venturers who have held more than 10% of the shares or interest in the offering business during the 365 days immediately preceding the submission date of the proposal are as follows *[if none, please so state]*:

<u>Name</u>	<u>Address</u>	<u>% of Interest</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. Further, I say that the persons who have received or are entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid or proposal for which this affidavit is submitted are as follows *[if none, please so state]*:

<u>Name</u>	<u>Address</u>	<u>Compensation</u>
_____	_____	_____

C. If the ownership of the offering business should change between the time this affidavit is made and the time an award is made or a contract is entered into, then I promise personally to update the disclosure required by 5 GCA §5233 by delivering another affidavit to the government.

\_\_\_\_\_  
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: \_\_\_\_\_

AG Procurement **Form 002** (Rev. Nov. 17, 2005)

**FORM D: Affidavit re Non-Collusion (AG 003)**

**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 \_\_\_\_\_, \_\_\_\_\_.

AG Procurement **Form 003** (Jul. 12, 2010)

**FORM E: Affidavit re No Gratuities or Kickbacks (AG 004)**

**AFFIDAVIT RE GRATUITIES OR KICKBACKS**

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 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  
hte 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 ETHICAL STANDARDS**

CITY OF \_\_\_\_\_ )  
 ) ss.  
ISLAND OF GUAM )

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

The 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. To the  
best of affiant's knowledge, neither affiant nor any officers, representatives, agents, subcontractors or  
employees of offeror have knowingly influenced any government of Guam employee to breach any of the  
ethical standards set forth in 5 GCA Chapter 5, Article 11. Further, affiant promises that neither he or  
she, nor any officer, representative, agent, subcontractor, or employee of offeror will knowingly influence  
any government of Guam employee to breach any ethical standards set forth in 5 GCA Chapter 5, Article  
11. These statements are made pursuant to 2 GAR Division 4 § 11103(b).

\_\_\_\_\_  
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 \_\_\_\_\_, \_\_\_\_\_.

AG Procurement **Form 005** (Jul. 12, 2010)

CITY OF \_\_\_\_\_ )  
 ) SS.  
ISLAND OF GUAM )

The 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. To the best of affiant's knowledge, neither affiant nor any officers, representatives, agents, subcontractors or employees of offeror have knowingly influenced any government of Guam employee to breach any of the ethical standards set forth in 5 GCA Chapter 5, Article 11. Further, affiant promises that neither he or she, nor any officer, representative, agent, subcontractor, or employee of offeror will knowingly influence any government of Guam employee to breach any ethical standards set forth in 5 GCA Chapter 5, Article 11. These statements are made pursuant to 2 GAR Division 4 § 11103(b).

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

NOTARY PUBLIC  
My commission expires \_\_\_\_\_, \_\_\_\_\_.

## FORM G: Declaration re Compliance with US DOL Wage Determination (AG 006)

### DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

CITY OF \_\_\_\_\_ )  
 ) ss.  
ISLAND OF GUAM )

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

WD 15-5693 (Rev.-8) was first posted on [www.wdol.gov](http://www.wdol.gov) on 01/01/2019

\*\*\*\*\*

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  
Director

Division of  
Wage Determinations

Wage Determination No.: 2015-5693

Revision No.: 8

Date Of Revision: 12/26/2018

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 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 calendar year 2019. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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		13.57
01012 - Accounting Clerk II		15.23
01013 - Accounting Clerk III		17.04
01020 - Administrative Assistant		17.71
01035 - Court Reporter		17.22
01041 - Customer Service Representative I		10.89
01042 - Customer Service Representative II		12.25
01043 - Customer Service Representative III		13.37
01051 - Data Entry Operator I		12.15
01052 - Data Entry Operator II		13.25
01060 - Dispatcher, Motor Vehicle		14.37
01070 - Document Preparation Clerk		13.71
01090 - Duplicating Machine Operator		13.71
01111 - General Clerk I		10.29
01112 - General Clerk II		11.28
01113 - General Clerk III		12.32
01120 - Housing Referral Assistant		19.20
01141 - Messenger Courier		11.16
01191 - Order Clerk I		12.57
01192 - Order Clerk II		13.71
01261 - Personnel Assistant (Employment) I		15.57
01262 - Personnel Assistant (Employment) II		17.25
01263 - Personnel Assistant (Employment) III		19.22
01270 - Production Control Clerk		20.08
01290 - Rental Clerk		11.10
01300 - Scheduler, Maintenance		15.39
01311 - Secretary I		15.39
01312 - Secretary II		17.22
01313 - Secretary III		19.20
01320 - Service Order Dispatcher		12.73
01410 - Supply Technician		17.71

01420 - Survey Worker	15.26
01460 - Switchboard Operator/Receptionist	9.67
01531 - Travel Clerk I	12.77
01532 - Travel Clerk II	13.83
01533 - Travel Clerk III	14.78
01611 - Word Processor I	13.48
01612 - Word Processor II	15.13
01613 - Word Processor III	16.92
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	13.58
05010 - Automotive Electrician	13.06
05040 - Automotive Glass Installer	12.10
05070 - Automotive Worker	12.10
05110 - Mobile Equipment Servicer	10.27
05130 - Motor Equipment Metal Mechanic	13.71
05160 - Motor Equipment Metal Worker	12.10
05190 - Motor Vehicle Mechanic	13.71
05220 - Motor Vehicle Mechanic Helper	10.12
05250 - Motor Vehicle Upholstery Worker	12.10
05280 - Motor Vehicle Wrecker	12.10
05310 - Painter, Automotive	12.87
05340 - Radiator Repair Specialist	12.10
05370 - Tire Repairer	10.40
05400 - Transmission Repair Specialist	13.58
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.47
07041 - Cook I	10.88
07042 - Cook II	12.63
07070 - Dishwasher	9.04
07130 - Food Service Worker	9.31
07210 - Meat Cutter	11.86
07260 - Waiter/Waitress	9.12
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.21
09040 - Furniture Handler	9.87
09080 - Furniture Refinisher	16.21
09090 - Furniture Refinisher Helper	11.97
09110 - Furniture Repairer, Minor	14.11
09130 - Upholsterer	16.21
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.13
11060 - Elevator Operator	9.13
11090 - Gardener	12.58
11122 - Housekeeping Aide	9.23
11150 - Janitor	9.23
11210 - Laborer, Grounds Maintenance	9.50
11240 - Maid or Houseman	9.13
11260 - Pruner	8.51
11270 - Tractor Operator	11.51
11330 - Trail Maintenance Worker	9.50
11360 - Window Cleaner	10.31
12000 - Health Occupations	
12010 - Ambulance Driver	17.77
12011 - Breath Alcohol Technician	17.77
12012 - Certified Occupational Therapist Assistant	24.38
12015 - Certified Physical Therapist Assistant	24.38
12020 - Dental Assistant	14.21
12025 - Dental Hygienist	32.84
12030 - EKG Technician	23.96
12035 - Electroneurodiagnostic Technologist	23.96
12040 - Emergency Medical Technician	17.77
12071 - Licensed Practical Nurse I	15.88
12072 - Licensed Practical Nurse II	17.77
12073 - Licensed Practical Nurse III	19.81
12100 - Medical Assistant	11.54

12130 - Medical Laboratory Technician	17.11
12160 - Medical Record Clerk	12.37
12190 - Medical Record Technician	17.77
12195 - Medical Transcriptionist	15.88
12210 - Nuclear Medicine Technologist	39.04
12221 - Nursing Assistant I	11.03
12222 - Nursing Assistant II	12.43
12223 - Nursing Assistant III	13.54
12224 - Nursing Assistant IV	15.22
12235 - Optical Dispenser	17.77
12236 - Optical Technician	15.88
12250 - Pharmacy Technician	15.49
12280 - Phlebotomist	15.22
12305 - Radiologic Technologist	22.64
12311 - Registered Nurse I	20.70
12312 - Registered Nurse II	25.32
12313 - Registered Nurse II, Specialist	25.32
12314 - Registered Nurse III	30.64
12315 - Registered Nurse III, Anesthetist	30.64
12316 - Registered Nurse IV	36.72
12317 - Scheduler (Drug and Alcohol Testing)	22.01
12320 - Substance Abuse Treatment Counselor	22.01
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.26
13012 - Exhibits Specialist II	23.86
13013 - Exhibits Specialist III	29.18
13041 - Illustrator I	19.26
13042 - Illustrator II	23.86
13043 - Illustrator III	29.18
13047 - Librarian	26.42
13050 - Library Aide/Clerk	15.33
13054 - Library Information Technology Systems Administrator	23.86
13058 - Library Technician	16.64
13061 - Media Specialist I	17.21
13062 - Media Specialist II	19.26
13063 - Media Specialist III	21.47
13071 - Photographer I	17.06
13072 - Photographer II	19.06
13073 - Photographer III	23.63
13074 - Photographer IV	28.92
13075 - Photographer V	35.00
13090 - Technical Order Library Clerk	17.04
13110 - Video Teleconference Technician	17.18
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.71
14042 - Computer Operator II	16.26
14043 - Computer Operator III	18.13
14044 - Computer Operator IV	20.14
14045 - Computer Operator V	22.31
14071 - Computer Programmer I	(see 1) 15.73
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	20.14
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)	33.30
15050 - Computer Based Training Specialist / Instructor	24.23

15060 - Educational Technologist	25.10
15070 - Flight Instructor (Pilot)	33.30
15080 - Graphic Artist	20.47
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	32.74
15086 - Maintenance Test Pilot, Rotary Wing	32.74
15088 - Non-Maintenance Test/Co-Pilot	32.74
15090 - Technical Instructor	17.65
15095 - Technical Instructor/Course Developer	21.58
15110 - Test Proctor	13.87
15120 - Tutor	13.87
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.78
16030 - Counter Attendant	9.78
16040 - Dry Cleaner	11.30
16070 - Finisher, Flatwork, Machine	9.78
16090 - Presser, Hand	9.78
16110 - Presser, Machine, Drycleaning	9.78
16130 - Presser, Machine, Shirts	9.78
16160 - Presser, Machine, Wearing Apparel, Laundry	9.78
16190 - Sewing Machine Operator	11.94
16220 - Tailor	12.44
16250 - Washer, Machine	10.24
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	16.21
19040 - Tool And Die Maker	20.37
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.96
21030 - Material Coordinator	20.08
21040 - Material Expediter	20.08
21050 - Material Handling Laborer	11.37
21071 - Order Filler	9.66
21080 - Production Line Worker (Food Processing)	13.96
21110 - Shipping Packer	13.33
21130 - Shipping/Receiving Clerk	13.33
21140 - Store Worker I	14.21
21150 - Stock Clerk	19.94
21210 - Tools And Parts Attendant	13.96
21410 - Warehouse Specialist	13.96
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.69
23019 - Aircraft Logs and Records Technician	16.09
23021 - Aircraft Mechanic I	19.70
23022 - Aircraft Mechanic II	20.69
23023 - Aircraft Mechanic III	21.74
23040 - Aircraft Mechanic Helper	13.70
23050 - Aircraft, Painter	18.50
23060 - Aircraft Servicer	16.09
23070 - Aircraft Survival Flight Equipment Technician	18.50
23080 - Aircraft Worker	17.38
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	17.38
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	19.70
23110 - Appliance Mechanic	16.21
23120 - Bicycle Repairer	12.96
23125 - Cable Splicer	19.59
23130 - Carpenter, Maintenance	14.47
23140 - Carpet Layer	15.16
23160 - Electrician, Maintenance	17.86
23181 - Electronics Technician Maintenance I	15.16
23182 - Electronics Technician Maintenance II	16.21
23183 - Electronics Technician Maintenance III	18.31
23260 - Fabric Worker	14.11
23290 - Fire Alarm System Mechanic	15.43
23310 - Fire Extinguisher Repairer	13.06

23311 - Fuel Distribution System Mechanic	17.26
23312 - Fuel Distribution System Operator	13.06
23370 - General Maintenance Worker	11.96
23380 - Ground Support Equipment Mechanic	19.70
23381 - Ground Support Equipment Servicer	16.09
23382 - Ground Support Equipment Worker	17.38
23391 - Gunsmith I	13.06
23392 - Gunsmith II	15.16
23393 - Gunsmith III	17.26
23410 - Heating, Ventilation And Air-Conditioning Mechanic	16.58
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	17.63
23430 - Heavy Equipment Mechanic	17.39
23440 - Heavy Equipment Operator	16.21
23460 - Instrument Mechanic	17.26
23465 - Laboratory/Shelter Mechanic	16.21
23470 - Laborer	11.37
23510 - Locksmith	16.21
23530 - Machinery Maintenance Mechanic	21.03
23550 - Machinist, Maintenance	17.26
23580 - Maintenance Trades Helper	10.23
23591 - Metrology Technician I	17.26
23592 - Metrology Technician II	18.35
23593 - Metrology Technician III	19.43
23640 - Millwright	17.26
23710 - Office Appliance Repairer	16.21
23760 - Painter, Maintenance	13.95
23790 - Pipefitter, Maintenance	17.52
23810 - Plumber, Maintenance	16.45
23820 - Pneudraulic Systems Mechanic	17.26
23850 - Rigger	17.26
23870 - Scale Mechanic	15.16
23890 - Sheet-Metal Worker, Maintenance	15.37
23910 - Small Engine Mechanic	15.16
23931 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.76
23950 - Telephone Lineman	18.24
23960 - Welder, Combination, Maintenance	17.82
23965 - Well Driller	17.26
23970 - Woodcraft Worker	17.26
23980 - Woodworker	13.06
24000 - Personal Needs Occupations	
24550 - Case Manager	14.16
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	12.58
24610 - Chore Aide	10.38
24620 - Family Readiness And Support Services Coordinator	14.16
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	17.26
25040 - Sewage Plant Operator	19.28
25070 - Stationary Engineer	17.26
25190 - Ventilation Equipment Tender	11.97
25210 - Water Treatment Plant Operator	19.28
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90
27007 - Baggage Inspector	9.13
27008 - Corrections Officer	12.05
27010 - Court Security Officer	12.05
27030 - Detection Dog Handler	10.90
27040 - Detention Officer	12.05
27070 - Firefighter	12.05
27101 - Guard I	9.13

27102 - Guard II	10.90
27131 - Police Officer I	12.05
27132 - Police Officer II	13.40
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.37
28042 - Carnival Equipment Repairer	13.42
28043 - Carnival Worker	9.14
28210 - Gate Attendant/Gate Tender	13.18
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	14.74
28510 - Recreation Aide/Health Facility Attendant	10.76
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	20.23
29020 - Hatch Tender	20.23
29030 - Line Handler	20.23
29041 - Stevedore I	18.85
29042 - Stevedore II	21.64
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HF0) (see 2)	38.15
30011 - Air Traffic Control Specialist, Station (HF0) (see 2)	26.30
30012 - Air Traffic Control Specialist, Terminal (HF0) (see 2)	28.97
30021 - Archeological Technician I	17.49
30022 - Archeological Technician II	19.56
30023 - Archeological Technician III	24.21
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	21.93
30051 - Cryogenic Technician I	24.12
30052 - Cryogenic Technician II	26.63
30061 - Drafter/CAD Operator I	17.49
30062 - Drafter/CAD Operator II	19.56
30063 - Drafter/CAD Operator III	20.74
30064 - Drafter/CAD Operator IV	24.21
30081 - Engineering Technician I	14.62
30082 - Engineering Technician II	16.41
30083 - Engineering Technician III	18.36
30084 - Engineering Technician IV	22.34
30085 - Engineering Technician V	27.83
30086 - Engineering Technician VI	33.66
30090 - Environmental Technician	21.78
30095 - Evidence Control Specialist	21.78
30210 - Laboratory Technician	20.74
30221 - Latent Fingerprint Technician I	24.12
30222 - Latent Fingerprint Technician II	26.63
30240 - Mathematical Technician	23.34
30361 - Paralegal/Legal Assistant I	19.44
30362 - Paralegal/Legal Assistant II	23.68
30363 - Paralegal/Legal Assistant III	28.99
30364 - Paralegal/Legal Assistant IV	33.88
30375 - Petroleum Supply Specialist	26.63
30390 - Photo-Optics Technician	21.93
30395 - Radiation Control Technician	26.63
30461 - Technical Writer I	22.17
30462 - Technical Writer II	27.10
30463 - Technical Writer III	32.79
30491 - Unexploded Ordnance (UXO) Technician I	24.24
30492 - Unexploded Ordnance (UXO) Technician II	29.33
30493 - Unexploded Ordnance (UXO) Technician III	35.16
30494 - Unexploded (UXO) Safety Escort	24.24
30495 - Unexploded (UXO) Sweep Personnel	24.24
30501 - Weather Forecaster I	24.12
30502 - Weather Forecaster II	29.34
30620 - Weather Observer, Combined Upper Air Or (see 2)	20.74



Surface Programs	
30621 - Weather Observer, Senior	(see 2) 23.00
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.33
31020 - Bus Aide	8.15
31030 - Bus Driver	9.69
31043 - Driver Courier	8.97
31260 - Parking and Lot Attendant	8.93
31290 - Shuttle Bus Driver	9.99
31310 - Taxi Driver	9.43
31361 - Truckdriver, Light	9.78
31362 - Truckdriver, Medium	11.61
31363 - Truckdriver, Heavy	13.89
31364 - Truckdriver, Tractor-Trailer	13.89
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.30
99030 - Cashier	9.12
99050 - Desk Clerk	9.70
99095 - Embalmer	24.24
99130 - Flight Follower	24.24
99251 - Laboratory Animal Caretaker I	21.62
99252 - Laboratory Animal Caretaker II	22.67
99260 - Marketing Analyst	20.09
99310 - Mortician	24.24
99410 - Pest Controller	14.61
99510 - Photofinishing Worker	12.74
99710 - Recycling Laborer	13.02
99711 - Recycling Specialist	19.69
99730 - Refuse Collector	12.39
99810 - Sales Clerk	9.46
99820 - School Crossing Guard	16.14
99830 - Survey Party Chief	21.65
99831 - Surveying Aide	12.31
99832 - Surveying Technician	16.00
99840 - Vending Machine Attendant	21.84
99841 - Vending Machine Repairer	27.71
99842 - Vending Machine Repairer Helper	21.84

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.48 per hour or \$179.20 per week or \$776.53 per month

HEALTH & WELFARE EO 13706: \$4.18 per hour, or \$167.20 per week, or \$724.53 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 ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial 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: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty 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).

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)).

## FORM H: Affidavit re Contingent Fees (AG 007)

## 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 \_\_\_\_\_, \_\_\_\_\_.

# FORM I: Compliance with Federal Financial Accountability Transparency Act

Guam Behavioral Health and Wellness Center  
U.S. Department of Health and Human Services  
Substance Abuse and Mental Health Services Administration  
Federal Grant 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:

Name of Authorized Official:

Name of Organization:

**This form should be submitted in the Proposal Envelope.**

## FORM J: Assurance of Compliance with SAMHSA Charitable Choice Statutes and Regulations SMA 170

Guam Behavioral Health and Wellness Center  
U.S. Department of Health and Human Services  
Substance Abuse and Mental Health Services Administration  
Federal Grant Funds

### Assurance of Compliance with SAMHSA Charitable Choice Statutes and Regulations SMA 170

Partner/Subrecipient/ Sub Grantee by signing certify that they will comply as applicable, with the Substance Abuse and Mental Health Services Administration (SAMHSA) Charitable Choice statutes codified at sections 581-584 and 1955 of the Public Health Services Act (42. U.S.C. §§290kk, et. seq., and 300x-65) and their governing regulations at 42 C.F.R. part 54 and 54a respectively.

SAMHSA's two Charitable Choice provisions [Sections 581-584 and Section 1955 of the Public Health Service (PHS) Act, 42 USC 290k, et seq., and 42 USC 300x-65 et seq., respectively] allow religious organizations to provide SAMHSA-funded substance abuse services without impairing their religious character and without diminishing the religious freedom of those who receive their services. These provisions contain important protections both for religious organizations that receive SAMHSA funding and for the individuals who receive their services, and apply to religious organizations and to State and local governments that provide substance abuse prevention and treatment services under SAMHSA grants.

APPLICANT ORGANIZATION:

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SUBMITTED BY:

Signature of Authorized Official:

Date

Name of Authorized Official:

Name of Organization:

**This form should be submitted in the Proposal Envelope.**

## **FORM K: Certification of Compliance with HHS Standards of Conduct for Recipient Employees**

Guam Behavioral Health and Wellness Center  
U.S. Department of Health and Human Services  
Substance Abuse and Mental Health Services Administration  
Federal Grant Funds

### Certification of Compliance with HHS Standards of Conduct for Recipient Employees

Partner/Subrecipient/Sub Grantee agree comply with HHS requirements:

HHS 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, HHS 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 HHS 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 HHS 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 HHS implementing regulations are codified at 45 CFR part 91.

### **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 HHS implementing regulations are codified at 45 CFR part 80.

### **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 HHS implementing regulations are codified at 45 CFR part 86.

### **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 HHS implementing regulations are codified at 45 CFR parts 84 and 85.

### **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 HHS 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 45 CFR Part 82 \(PDF | 172.6 KB\)](#).

### **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 Public Health and Human Services, Administration for Children and Families 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 Public Health and Human Services 2 CFR part 376.

Contractor and its subcontractors shall inform the Government of Guam and the United States Department of Public Health and Human Services, Administration for Children and Families 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:
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Name of Authorized Official:
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Name of Organization:
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**This form should be submitted in the Proposal Envelope.**

## FORM L: Civil Rights Requirements

### Civil Rights Requirements

Community Partner:

Civil Rights Contact Person:

Title/Address:


Telephone Number:

Number of persons employed by the organizational unit:

**This form should be submitted in the Proposal Envelope.**

## FORM M: Limited English Proficiency Certification

Guam Behavioral Health and Wellness Center  
U.S. Department of Health and Human Services  
Substance Abuse and Mental Health Services Administration  
Federal Grant 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:
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Name:	Title:
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Agency:

**This form should be submitted in the Proposal Envelope**



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

Guam Behavioral Health and Wellness Center  
U.S. Department of Health and Human Services  
Substance Abuse and Mental Health Services Administration Federal Grant Funds

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

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

SAMHSA 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. HHS Codified 2 CFR 200 in its regulations at 45 CFR 75. 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 HHS Awards"
45 CFR 74/ 2 CFR 215	Higher educations, hospitals, other non-profits	
45 CFR 92	State, local, and tribal governments	
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/ 45 CFR 74 App. E	Hospitals	
Audits:		
OMB Circ. A-133	States, local governments, and non-profits	

Available From: <http://www.samhsa.gov/grants/grants-management/policies-regulations/requirements-principles>

SUBMITTED BY:

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

**This form should be submitted in the Proposal Envelope.**

## FORM O: Procurement Standards

Guam Behavioral Health and Wellness Center  
U.S. Department of Health and Human Services  
Substance Abuse and Mental Health Services Administration  
Federal Grant 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

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#### **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.

(i)(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 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 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)

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:

**This form should be submitted in the Proposal Envelope**

# **FORM P: Federal Grant Fund Certifications and Assurances and Notices of Grant Award No. 6H79SP081005-01, and amendments M001 and M002**

Guam Behavioral Health and Wellness Center  
U.S. Department of Health and Human Services  
Substance Abuse and Mental Health Services Administration  
Federal Grant 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 45 CFR Part 76, 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 45 CFR Part 76.

### **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 45 CFR Part 76 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 DHHS 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 (45 CFR Part 93).

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 form GBHWC or via the SAMHSA 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:
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Name of Authorized Official:
------------------------------

Name of Organization:
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**This form should be submitted in the Proposal Envelope**





SPF-Partnerships for Success  
Department of Health and Human Services  
Substance Abuse and Mental Health Services Administration

Notice of Award

Issue Date: 09/13/2018

Center for Substance Abuse Prevention

Grant Number: 1H79SP081005-01  
FAIN: H79SP081005  
Program Director: Linda Flynn

Project Title: PEACE Partnerships for Success (PFS)

Grantee Address	Business Address
GUAM BEHAVIORAL HEALTH AND WELLNESS CENTER Project Director 790 Governor Carlos G. Camacho Road Tamuning, GU 969133129	Mr. Rey Vega Guam Behavioral Health & Wellness Center Director 790 Governor Carlos G. Camacho Road Tamuning, GU 969133129

Budget Period: 09/30/2018 – 09/29/2020  
Project Period: 09/30/2018 – 09/29/2023

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby awards a grant in the amount of \$1,000,000 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to GUAM BEHAVIORAL HEALTH AND WELLNESS CENTER in support of the above referenced project. This award is pursuant to the authority of Section 516 of the Public Health Service Act and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Award recipients may access the SAMHSA website at [www.samhsa.gov](http://www.samhsa.gov) (click on "Grants" then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours,  
Roger George  
Grants Management Officer  
Division of Grants Management

See additional information below

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**SECTION I – AWARD DATA – 1H79SP081005-01****Award Calculation (U.S. Dollars)**

Salaries and Wages	\$99,798
Fringe Benefits	\$37,784
Personnel Costs (Subtotal)	\$137,582
Contractual	\$848,712
Travel	\$7,020

Direct Cost	\$993,314
Indirect Cost	\$6,686
Approved Budget	\$1,000,000
Federal Share	\$1,000,000
Cumulative Prior Awards for this Budget Period	\$0

AMOUNT OF THIS ACTION (FEDERAL SHARE)	\$1,000,000
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SUMMARY TOTALS FOR ALL YEARS	
YR	AMOUNT
1	\$1,000,000
2	\$500,000
3	\$500,000
4	\$500,000

\*Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

**Fiscal Information:**

CFDA Number:	93.243
EIN:	1980018947H8
Document Number:	18SP081005A
Fiscal Year:	2018

IC	CAN	Amount
SP	C96V067	\$1,000,000

IC	CAN	2018	2020	2021	2022
SP	C96V067	\$1,000,000	\$500,000	\$500,000	\$500,000

**SP Administrative Data:**

PCC: SPF-PFS / OC: 4145

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**SECTION II – PAYMENT/HOTLINE INFORMATION – 1H79SP081005-01**

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support – Telephone Number: 1-877-614-5533.

The HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-800-HHS-TIPS (1-800-447-8477). The mailing address is: Office of Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW,

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**SECTION III – TERMS AND CONDITIONS – 1H79SP081005-01**

This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation cited in this Notice of Award.
- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 75 as applicable.
- d. The HHS Grants Policy Statement.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

**Treatment of Program Income:****Additional Costs**

In accordance with the regulatory requirements provided at 45 CFR 75.113 and Appendix XII to 45 CFR Part 75, recipients that have currently active Federal grants, cooperative agreements, and procurement contracts with cumulative total value greater than \$10,000,000 must report and maintain information in the System for Award Management (SAM) about civil, criminal, and administrative proceedings in connection with the award or performance of a Federal award that reached final disposition within the most recent five-year period. The recipient must also make semiannual disclosures regarding such proceedings. Proceedings information will be made publicly available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)). Full reporting requirements and procedures are found in Appendix XII to 45 CFR Part 75.

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**SECTION IV – SP Special Terms and Conditions – 1H79SP081005-01****REMARKS****New Multi-Year Award****1. Multi-Year Award Details**

This Notice of Award (NoA) is issued to inform your organization that the application submitted through the funding opportunity **Strategic Prevention Framework - Partnerships for Success (SP18-008)** has been selected for funding.

This award reflects multi-year funding for **two** 12-month incremental periods within the budget period, from **9/30/2018 – 9/29/2020**, in the amount of **\$1,000,000**. Following this multi-year funded period, the recipient may apply for annual continuation funding for the next **three** budget period(s). Annual funding is based on the availability of funds.

This award reflects approval of the budget submitted **July 06, 2018** as part of the application by your organization.

**2. Multi-Year Grant Award Funding Amounts**

Funding for each of the 12-month incremental period(s) is restricted and the recipient organization may not expend more than the following:

9/30/2018 – 9/29/2019: \$500,000

\*9/30/2019 – 9/29/2020: \$500,000





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The disparity impact statement consists of three components:

1. Proposed number of individuals to be served and/or reached by subpopulations in the grant implementation area should be provided in a table that covers the entire grant period. The disparate population(s) should be identified in a narrative that includes a description of the population and rationale for how the determination was made.
2. A quality improvement plan for how you will use your program (GPRA) data on access, use and outcomes to monitor and manage program outcomes by race, ethnicity and LGBT status, when possible. The quality improvement plan should include strategies for how processes and/or programmatic adjustments will support efforts to reduce disparities for the identified sub-populations.
3. The quality improvement plan should include methods for the development and implementation of policies and procedures to ensure adherence to the Enhanced Culturally and Linguistically Appropriate Services (CLAS) Standards and the provision of effective care and services that are responsive to:
  - a. Diverse cultural health beliefs and practices;
  - b. Preferred languages; and
  - c. Health literacy and other communication needs of all sub-populations within the proposed geographic region.

## **SPECIAL CONDITIONS**

### **Revised Budget**

By October 31, 2018 per the FOA requirements you must provide the following:

Per the FOA **FUNDING LIMITATIONS/RESTRICTIONS**: **Be sure to identify these expenses in your proposed budget**

- **State Recipients** may use up to 15 percent of their remaining funds for state level administrative costs and state-level performance activities, including building capacity or providing training and TA at the state level to fill gaps in their current prevention infrastructure and systems.
- Remaining funds for tribal, territorial, and state recipients **must** fund sub-recipient communities that demonstrate a need for prevention programming in their selected prevention priority(ies).

**All responses to award terms and conditions must be submitted as .pdf documents in the "View Terms Tracking Details" page in eRA Commons.**

For more information on how to upload a document in response to a tracked term, please reference under heading **"4 Additional Materials – grantee"** in the User Guide located at: [https://era.nih.gov/files/TCM\\_User\\_Guide\\_Grantee.pdf](https://era.nih.gov/files/TCM_User_Guide_Grantee.pdf)

### **Other**

The **Project Director** is the individual, responsible for the scientific, technical, or programmatic aspects of the grant and for day-to-day management of the project or program. The PI/PD is a

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member of the recipient team responsible for ensuring compliance with the financial and administrative aspects of the award.

By October 31, 2018 you must address the following:

Please verify: Is Linda Flynn the PD per the description above or is Sara Harrell the PD?  
If Sara Harrell, please revise the checklist form.

## **Multi-Year Award Submission**

### **1. Multi-Year Incremental Period Submission**

By May 1, 2019, for the next incremental period 9/30/2019 – 9/29/2020 you must submit in eRA Commons the following three (3) documents:

#### **A. SF-424A - BUDGET INFORMATION - Non-Construction Programs**

Recipients must identify in Section B – Budget Categories, federal dollars in column 1 and non-federal dollars in column 2 for the next 12-month incremental period.

The SF-424A BUDGET INFORMATION - Non-Construction Programs can be found at:  
<https://apply07.grants.gov/apply/forms/sample/SF424A-V1.0.pdf>

Upload the completed .pdf of the SF-424A Budget Page to the "View Terms Tracking Details" page in eRA Commons.

#### **B. SAMHSA HHS Checklist (HHS-5161) – Part C**

Recipients must submit and update, as necessary, the name and contact information for the business official and project director.

The SF-5161 HHS Checklist can be found at:  
[https://apply07.grants.gov/apply/forms/sample/HHS\\_CheckList\\_2\\_1-V2.1.pdf](https://apply07.grants.gov/apply/forms/sample/HHS_CheckList_2_1-V2.1.pdf)

Upload the completed .pdf of the HHS Checklist to the "View Terms Tracking Details" page in eRA Commons.

#### **C. Detailed Budget or Attestation Letter**

- Recipients must submit a budget narrative and justification if the next 12-month incremental period budget has changed by more than 25% from the previously approved 12-month incremental period budget; or,
- Recipients must submit an attestation letter on the organization's letterhead, signed and dated by the authorized representative. The letter must include the statement, "The budget has not changed by more than 25% from the previously approved budget."

Upload the completed .pdf of the detailed budget or the attestation letter to the "View Terms Tracking Details" page in eRA Commons.

For more information on how to upload a document in response to a tracked term, please reference under heading "4 Additional Materials – grantee" in the User Guide located at: [https://era.nih.gov/files/TCM\\_User\\_Guide\\_Grant.pdf](https://era.nih.gov/files/TCM_User_Guide_Grant.pdf)

## **STANDARD TERMS AND CONDITIONS**

### **Multi-Year Award Requirements**

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SAMHSA HHS Checklist (HHS-5161) - Version 2.1 - 07/2018 02/01/19 - Generated on: 05/17/2019 08:57:21

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### 1. Multi-Year Programmatic Report

By December 30, 2019 (90 days after the incremental period end date), submit via eRA Commons.

The Programmatic Report is required on an annual basis and must be submitted as a .pdf to the "View Terms Tracking Details" page in the eRA Commons System no later than 90 days after the end of each 12-month incremental period.

The Annual Programmatic Report must, at a minimum, include the following information:

- Data and progress for performance measures as reflected in your application regarding goals and evaluation activities.
- A summary of key program accomplishments to-date.
- Description of the changes, if any, that were made to the project that differ from the application for this incremental period.
- Description of any difficulties and/or problems encountered in achieving planned goals and objectives including barriers to accomplishing program objectives, and actions to overcome barriers or difficulties.

### 2. Multi-Year Federal Financial Report (SF-425)

By December 30, 2019 (90 days after the incremental period end date), submit via eRA Commons.

The Federal Financial Report (FFR) (SF-425) is required on an annual basis and must be submitted as a .pdf to the "View Terms Tracking Details" page in the eRA Commons System no later than 90 days after the end of each 12-month incremental period.

The SF-425 Federal Financial Report is available at:  
[https://apply07.grants.gov/apply/forms/sample/SF425\\_2\\_0-V2.0.pdf](https://apply07.grants.gov/apply/forms/sample/SF425_2_0-V2.0.pdf).

Additional guidance to complete the FFR can be found:  
<https://www.samhsa.gov/grants/grants-management/reporting-requirements>.

**Note:** Recipients must also comply with the GPRA requirements that include the collection and periodic reporting of performance data as specified in the FOA. This information is needed in order to comply with PL 102-62, which requires that SAMHSA report evaluation data to ensure the effectiveness and efficiency of its programs.

Additional information on reporting requirements is available at:  
<https://www.samhsa.gov/grants/grants-management/reporting-requirements>.

All responses to award terms and conditions must be submitted as .pdf documents in the "View Terms Tracking Details" page in eRA Commons.

For more information on how to upload a document in response to a tracked term, please reference under heading "4 Additional Materials – grantee" in the User Guide located at:  
[https://era.nih.gov/files/TCM\\_User\\_Guide\\_Grant.pdf](https://era.nih.gov/files/TCM_User_Guide_Grant.pdf)

### 3. Standard Terms for Awards FY 2018

Your organization must comply with the Standard Terms and Conditions for grants awarded in Fiscal Year 2018.

SAMHSA's Terms and Conditions Webpage is located at:  
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<https://www.samhsa.gov/grants/grants-management/notice-award-noa/standard-terms-conditions>.

You must also comply with the following applicable Terms and Conditions:

- New Grant
- Multi-Year Grant

**4. Compliance with Terms and Conditions**

FAILURE TO COMPLY WITH THE ABOVE STATED TERMS AND CONDITIONS MAY RESULT IN ACTIONS IN ACCORDANCE WITH 45 CFR 75.372, REMEDIES FOR NON-COMPLIANCE AND 45 CFR 75.372 TERMINATION. THIS MAY INCLUDE WITHHOLDING PAYMENT, DISALLOWANCE OF COSTS, SUSPENSION AND DEBARMENT, TERMINATION OF THIS AWARD, OR DENIAL OF FUTURE FUNDING.

**5. All previous terms and conditions remain in effect until specifically approved and removed by the Grants Management Officer.**

**Staff Contacts:**

Damaris Richardson, Program Official

Phone: (240) 276-2437 Email: [damaris.richardson@samhsa.hhs.gov](mailto:damaris.richardson@samhsa.hhs.gov)

Eileen Bermudez, Grants Specialist

Phone: (240) 276-1412 Email: [eileen.bermudez@samhsa.hhs.gov](mailto:eileen.bermudez@samhsa.hhs.gov) Fax: (240) 276-1430





SPF-Partnerships for Success  
Department of Health and Human Services  
Substance Abuse and Mental Health Services Administration

Notice of Award

Issue Date: 09/24/2018

Center for Substance Abuse Prevention

Grant Number: 6H79SP081005-01M001

FAIN: H79SP081005

Program Director: Sara Harrell

Project Title: PEACE Partnerships for Success (PFS)

Grantee Address	Business Address
GUAM BEHAVIORAL HEALTH AND WELLNESS CENTER Project Director 790 Governor Carlos G. Camacho Road Tamuning, GU 969133129	Mr. Rey Vega Guam Behavioral Health & Wellness Center Director 790 Governor Carlos G. Camacho Road Tamuning, GU 969133129

Budget Period: 09/30/2018 – 09/29/2020

Project Period: 09/30/2018 – 09/29/2023

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby awards a grant in the amount of \$0 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to GUAM BEHAVIORAL HEALTH AND WELLNESS CENTER in support of the above referenced project. This award is pursuant to the authority of Section 516 of the Public Health Service Act and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

This award addresses the following Amendment action: Change in Key Personnel and/or Level of Effort

Award recipients may access the SAMHSA website at [www.samhsa.gov](http://www.samhsa.gov) (click on "Grants" then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours,  
Andrew Payne  
Grants Management Officer  
Division of Grants Management

See additional information below

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**SECTION I – AWARD DATA – 6H79SP081005-01M001****Award Calculation (U.S. Dollars)**

Salaries and Wages	\$99,798
Fringe Benefits	\$37,784
Personnel Costs (Subtotal)	\$137,582
Contractual	\$848,712
Travel	\$7,020

Direct Cost	\$993,314
Indirect Cost	\$6,686
Approved Budget	\$1,000,000
Federal Share	\$1,000,000
Cumulative Prior Awards for this Budget Period	\$1,000,000

**AMOUNT OF THIS ACTION (FEDERAL SHARE) \$0**

SUMMARY TOTALS FOR ALL YEARS	
YR	AMOUNT
1	\$1,000,000

\*Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

**Fiscal Information:**

CFDA Number:	93.243
EIN:	1980018947H8
Document Number:	18SP81005A
Fiscal Year:	2018

IC	CAN	Amount
SP	C96V067	\$0

IC	CAN	2018
SP	C96V067	\$0

**SP Administrative Data:**

PCC: SPF-PFS / OC: 4145

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**SECTION II – PAYMENT/HOTLINE INFORMATION – 6H79SP081005-01M001**

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support – Telephone Number: 1-877-614-5533.

The HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-800-HHS-TIPS (1-800-447-8477). The mailing address is: Office of Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201.

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**SECTION III – TERMS AND CONDITIONS – 6H79SP081005-01M001**

This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation cited in this Notice of Award.
- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 75 as applicable.
- d. The HHS Grants Policy Statement.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

**Treatment of Program Income:****Additional Costs**

In accordance with the regulatory requirements provided at 45 CFR 75.113 and Appendix XII to 45 CFR Part 75, recipients that have currently active Federal grants, cooperative agreements, and procurement contracts with cumulative total value greater than \$10,000,000 must report and maintain information in the System for Award Management (SAM) about civil, criminal, and administrative proceedings in connection with the award or performance of a Federal award that reached final disposition within the most recent five-year period. The recipient must also make semiannual disclosures regarding such proceedings. Proceedings information will be made publicly available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)). Full reporting requirements and procedures are found in Appendix XII to 45 CFR Part 75.

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**SECTION IV – SP Special Terms and Conditions – 6H79SP081005-01M001****Remarks:**

This actions revises the previous NOA to reflect the correct key staff:

**Sara Dimla Harrell**, Project Director @ 100% level of effort

To be contracted, Lead Evaluator @ 100% level of effort

**Dr. Annette David**, Lead Epidemiologist @100% level of effort

To be contracted, State Epidemiological Outcome Workgroup (SEOW) **Lead Analyst** @ 100% level of effort

**Note:** This is a Post Award Amendment, therefore only the current budget year is reflected.

**ALL PREVIOUS TERMS AND CONDITIONS REMAIN IN EFFECT UNTIL SPECIFICALLY APPROVED AND REMOVED BY THE GRANTS MANAGEMENT OFFICER**

**CONTACTS:****Staff Contacts:**

**Damaris Richardson**, Program Official

**Phone:** (240) 276-2437 **Email:** damaris.richardson@samhsa.hhs.gov

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Eileen Bermudez, Grants Specialist  
Phone: (240) 276-1412 Email: eileen.bermudez@samhsa.hhs.gov Fax: (240) 276-1430

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Notice of Award

2018 Strategic Prevention Framework (SPF-PFS)  
Department of Health and Human Services  
Substance Abuse and Mental Health Services Administration

**Issue Date:** 04/04/2019

Center for Substance Abuse Prevention

**Grant Number:** 6H79SP081005-01M002

**FAIN:** H79SP081005

**Program Director:** Sara Harrell

**Project Title:** PEACE Partnerships for Success (PFS)

**Organization Name:** GUAM BEHAVIORAL HEALTH AND WELLNESS CENTER

**Business Official:** Mr. Rey Vega

**Business Official e-mail address:** rey.vega@gbhwc.guam.gov

**Budget Period:** 09/30/2018 – 09/29/2020

**Project Period:** 09/30/2018 – 09/29/2023

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby awards a grant in the amount of \$0 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to GUAM BEHAVIORAL HEALTH AND WELLNESS CENTER in support of the above referenced project. This award is pursuant to the authority of Section 516 of the Public Health Service Act and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

This award addresses the following Amendment requests:

- Change in Key Personnel and/or Level of Effort (6H79SP081005-01L001)
- Budget Revision (6H79SP081005-01L002)

Award recipients may access the SAMHSA website at [www.samhsa.gov](http://www.samhsa.gov) (click on "Grants" then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours,  
Eileen Bermudez  
Grants Management Officer  
Division of Grants Management

See additional information below

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**SECTION I – AWARD DATA – 6H79SP081005-01M002****Award Calculation (U.S. Dollars)**

Personnel(non-research)	\$140,556
Fringe Benefits	\$53,818
Travel	\$14,040
Contractual	\$779,948
 Direct Cost	 \$988,362
Indirect Cost	\$11,638
Approved Budget	\$1,000,000
Federal Share	\$1,000,000
Cumulative Prior Awards for this Budget Period	\$1,000,000

**AMOUNT OF THIS ACTION (FEDERAL SHARE) \$0**

SUMMARY TOTALS FOR ALL YEARS	
YR	AMOUNT
1	\$1,000,000

\*Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

**Fiscal Information:**

CFDA Number:	93.243
EIN:	1980018947H8
Document Number:	18SP81005A
Fiscal Year:	2018

IC	CAN	Amount
SP	C96V067	\$0

IC	CAN	2018
SP	C96V067	\$0

**SP Administrative Data:**

PCC: SPF-PFS / OC: 4145

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**SECTION II – PAYMENT/HOTLINE INFORMATION – 6H79SP081005-01M002**

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support – Telephone Number: 1-877-614-5533.

The HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-800-HHS-TIPS (1-800-447-8477). The mailing address is: Office of Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201.

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**SECTION III – TERMS AND CONDITIONS – 6H79SP081005-01M002**

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GBHWC RFP 03-2019: JUNE 21, 2019

Prevention Education and Community Empowerment – Partnerships for Success (PEACE PFS)  
HHS SAMHSA Federal Grant, PEACE PFS Sub-Award(s)



This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation cited in this Notice of Award.
- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 75 as applicable.
- d. The HHS Grants Policy Statement.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

**Treatment of Program Income:**

**Additional Costs**

In accordance with the regulatory requirements provided at 45 CFR 75.113 and Appendix XII to 45 CFR Part 75, recipients that have currently active Federal grants, cooperative agreements, and procurement contracts with cumulative total value greater than \$10,000,000 must report and maintain information in the System for Award Management (SAM) about civil, criminal, and administrative proceedings in connection with the award or performance of a Federal award that reached final disposition within the most recent five-year period. The recipient must also make semiannual disclosures regarding such proceedings. Proceedings information will be made publicly available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)). Full reporting requirements and procedures are found in Appendix XII to 45 CFR Part 75.

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**SECTION IV – SP Special Terms and Conditions – 6H79SP081005-01M002**

**REMARKS**

**Key staff change**

This award approves key staff changes per your post award amendment request submitted February 21, 2019 to *include*:

*Audrey Lin Benavente, SEOW @ 80% level of effort*

*Dr. Ray Somera, Lead Evaluator @ unspecified level of effort*

**Revised budget**

This award also approves a revised budget per your post award amendment request submitted March 12, 2019.

**Removal of Special Condition of Award**

This award removes the following ***Special Conditions of Award*** corresponding to:

- o A revised checklist form due on **October 31, 2018** based on the documentation received on **October 14, 2018**.
- o FOA Funding Limitations/Restrictions due on **October 31, 2018** based on the documentation received on **October 31, 2018**.

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This is a post-award amendment; therefore, this NoA reflects the current budget year only.

**STANDARD TERMS OF AWARD:**

All previous terms and conditions remain in effect until specifically approved and removed by the Grants Management Officer.

**Staff Contacts:**

Damaris Richardson, Program Official

**Phone:** (240) 276-2437 **Email:** damaris.richardson@samhsa.hhs.gov

Eileen Bermudez, Grants Specialist

**Phone:** (240) 276-1412 **Email:** eileen.bermudez@samhsa.hhs.gov **Fax:** (240) 276-1430



## **FORM Q: Sample Business Associate Agreement Provisions**

### **Website:**

<http://www.hhs.gov/ocr/privacy/hipaa/understanding/coveredentities/contractprov.html>

### **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.

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

Signature of Official Authorized

Date\_\_\_\_\_



**FORM R: Sample Contract inclusive of Subaward Data Sheet**

## **SAMPLE CONTRACT**

This sample is provided only for reference, and shall not be considered a final document during negotiation of offers and proposals.

PEACE PFS COMMUNITY PARTNERSHIP AGREEMENT  
U.S. Department of HHS SAMHSA Federal Grant - Subgrant  
BETWEEN  
GUAM BEHAVIORAL HEALTH AND WELLNESS CENTER  
DIVISION OF CLINICAL SERVICES  
PREVENTION & TRAINING BRANCH  
AND

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GBHWC RFP 03- 2019

This AGREEMENT is made between the GUAM BEHAVIORAL HEALTH AND WELLNESS CENTER, Division of Clinical Services, Prevention & Training Branch, Prevention Education and Community Empowerment- Partnership for Success (PEACE PFS) program, an agency of the government of Guam, (GBHWC, or Grantee, or PEACE PFS), whose office address is 790 Governor Carlos G. Camacho Road, Tamuning, Guam 96913, and \_\_\_\_\_, licensed on Guam, a non-profit organization (Community Partner, or Subrecipient/Sub-Awardee, or Contractor) whose office address is \_\_\_\_\_.

WHEREAS, the GBHWC is the Grantee of a U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, (HHS-SAMHSA) discretionary, multi-year grant; Funding Opportunity Announcement (FOA) No. SP-18-008; Catalogue of Federal Domestic Assistance (CFDA) No.: 93.243.; Grant No. 6H79SP081005-01, and as amended in M001 and M002; Project Title: PEACE Partnerships for Success. Project Period 09/30/2018 through 09/29/2023. Budget Period: 09/30/2018- 09/29/2020, with incremental funding (restricted) period(s) from 09/30/2018- 09/29/2019 and 9/30/2019- 09/29/2020.

WHEREAS, the GBHWC issued a request for proposals, GBHWC RFP 03-2019, to competitively seek potential subrecipient/sub-awardees (qualified Guam based non-profit organizations who provide Community Partnership SAMHSA evidence based program services for youth ages 9 to 20, in the Guam Department of Education's (GDOE) selected elementary schools (Grades 4-5), middle schools (Grades 6-8) and high schools (Grades 9-12) who have the high rates of offenses related to alcohol, tobacco/nicotine and marijuana possession or consumption 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 that are proven to effect positive behavioral health changes).

WHEREAS, the PFS Community Partner has submitted its proposal and interest in providing such services; and

WHEREAS, the award of this contract to the PFS Community Partner has been made pursuant to a written finding by the GBHWC that the PFS Community Partner 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; and

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

#### SECTION I. INCORPORATION AND ORDER OF PRECEDENCE

The Federal Grant terms and conditions, GBHWC RFP 03-2019 and Contractor's proposal are incorporated by reference into this Agreement as if fully-rewritten herein. In the event of any conflict among these documents, the following order and precedence shall apply:

- A. Federal Grant Fund requirements:
  - 1. Notice of Prime Grant Award HHS, SAMHSA, (FOA) No. SP-18-008; Catalogue of Federal Domestic Assistance (CFDA) No.: 93.243.; Grant No. 6H79SP081005-01, and as amended in M001 and M002
  - 2. SAMHSA Grants Policies and Regulations, FY 2018 Standard Grant Terms and Conditions, and Multi-Year Grant Terms and Conditions
  - 3. SAMHSA Evidence Based Program Resource Center
  - 4. PEACE PSF program requirements, handbooks and guidance  
URL: <https://www.acl.gov/grants/managing-grant>
  - 5. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
  - 6. 45 CFR Part 75, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards
  - 7. HHS Grants Policy Statement
  - 8. Federal Funding Accounting and Transparency Act (FFATA)
  - 9. Anti-Lobbying Restriction for HHS Recipients

B. Any contract amendment(s) in reverse chronological order

C. This Agreement itself inclusive of attachments.

Intentionally left blank – to be completed at a future date in keeping with the subgrant.

D. GBHWC RFP 03-2019

E. Contractor's Proposal, inclusive of all signed forms

## SECTION II. SCOPE OF WORK

Community Partner shall provide the services set forth in GBHWC RFP 03-2019 and its agreed to Action Plan, Staffing Level and Budget. A copy of GBHWC RFP 03-2019 Section III Scope of Work is attached to this agreement as Attachment A for easy reference purposes.

## SECTION III. CONTRACT TERM

### III.1 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 "Effective Date" through September 29, 2020. (the "Initial Term"). After the Governor has approved the contract, GBHWC will issue a written notice to proceed notifying the subrecipient/sub-awardee when performance of services is to begin.

### III.2 Renewal Term(s).

At the option of GBHWC, and satisfactory services in keeping with the objectives of the grant and the terms of the contract by the subrecipient/sub-awardee and compliance with all the terms and conditions of the contract may be renewed for up to three (3) additional (1) year period (s); each being a renewal term ("Renewal Term") subject to the availability of funds; proposed updates of the Action Plan and Budget Justification.

### III.3 Federal Grant - Subaward

This contract shall remain in effect through-out any liquidation period, extension, or no-cost extension period and any close out period for the U.S. HHS SAMHSA federal grant.

### III.4 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 Initial Term of the contract may be pro-rated and certified as part of the execution of the contract. Each proceeding year of the contract will require a certification of funds by the Government of Guam. In the event that funds are not allocated, appropriated or otherwise made available to support continuation of performance in any period of time within the Initial Term, 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. COMMUNITY PARTNER'S COMPENSATION FOR SERVICES

##### IV.1. Compensation.

Subject to the appropriation, allocation, and availability of funds, GBHWC will compensate Community Partner for services performed pursuant to the Scope of Work and the agreed to Service Provider Negotiated and Approved Program Budget set forth in more detail in Attachment B attached hereto and incorporated herein as if fully rewritten for the Initial Term in the not exceed amount of \_\_\_\_\_ (\$\_\_\_\_\_) for the first incremental (restricted) period (up to 09/29/2019), and not to exceed the amount of \_\_\_\_\_ (\$\_\_\_\_\_) for the second incremental (restricted) period (09/30/2019 – 09/29/2020).

The parties agree to negotiate in good faith as to compensation for any future Renewal Term.

(Intentionally Left Blank-To Be Completed at a Future Date)

##### IV.2. Invoicing and Payments.

The contractor shall submit monthly invoices with a detailed expense report at the scheduled Technical Assistance meeting. All invoices are subject to review and approval by the GBHWC. The contractor shall be compensated upon the clearance of monthly invoices by the GBHWC. In any reporting month in which a discrepancy exists in the

statistical, verbal, narrative or financial reports submitted by the contractor to the GBHWC, twenty percent (20%) of the invoice amount after applying any penalties or disallowed costs, shall be withheld until the discrepancy has been resolved to the satisfaction of the GBHWC. Contractors are given up to 5 working days to resolve the identified discrepancy(ies). Failure to do so may result to forfeiture of the 20% withheld. Three (3) forfeitures shall be grounds for termination of contract. Discrepancies include but will not be limited to: inaccuracy, incompleteness and inconsistencies in the statistical, verbal, narrative and financial reports and required supporting documents submitted, questionable expenditures included in the expense reports (i.e. unallowable costs, non-adherence to procurement guidelines).

All compensation is to the appropriation, allocation and availability of funds, upon completion of the services and receipt of any deliverables and invoice in the form agreed to by the parties. Payment shall be based upon actual costs, as defined in 2GAR 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. The acceptance and payment of any invoice shall not be deemed a waiver of any of the GBHWC's rights under this Agreement.

#### IV.3. 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. Additionally, prior to final payment and as condition precedent thereto, the PFS Community Partner shall ensure a smooth program transition back to GBHWC or to the new PFS Community Partner 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.

#### IV.4. Allowable Costs. (Cost Reimbursement)

The PFS Community Partner agrees to comply with the following standards of financial management:

##### IV.4.a. Financial Records.

The PFS Community Partner 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.

IV.4.b. Accounting Records.

The PFS Community Partner 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.

IV.4.c. Internal Control.

The PFS Community Partner shall maintain effective control over and accountability for all funds and assets. The PFS Community Partner 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 PFS Community Partner shall adequately safeguard all such property and shall ensure that it is used solely for authorized purposes.

IV.4.d. Source Documentation.

The PFS Community Partner shall support all accounting records with source documentation: account statement submitted every year upon renewal of contract to include, but not limited to, expenditures, 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 2GAR Division 4 § 7101 or in any federal assistance instrument applicable to this Agreement.

IV.4.e. Reimbursable Cost Principles.

The PFS Community Partner 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.

IV.4.f. 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.

IV.4.g. 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 PFS Community Partner receives discounts, rebates and or other applicable credits accruing to or received by the PFS Community Partner 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 PFS Community Partner shall separately identify for each cost submitted for payment to the GBHWC the amount of cost that is allowable; shall identify all unallowable costs; or the PFS Community Partner 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 PFS Community Partner 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 PFS Community Partner to report this information on a less frequent basis than quarterly, but no less frequently than annually. The PFS Community Partner 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

- V.1. The GBHWC assumes no liability for any accident or injury that may occur to the PFS Community Partner, 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.
- V.2. The GBHWC shall not be liable to the PFS Community Partner for any work performed by the PFS Community Partner prior to the approval of this Agreement by the Governor of Guam and the PFS Community Partner 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



- VI.1. In the event that the PFS Community Partner is a non-profit organization, the PFS Community Partner shall comply with the reporting requirements set forth in P.L. 33-66 Chapter XIII Section 6 and this clause, or any subsequent public report requirement law(s). In the event one of the PFS Community Partner's subcontractors is a non-profit organization, the provisions of this clause shall also be deemed to apply to the PFS Community Partner's subcontractor, and the PFS Community Partner is obligated to submit its non-profit subcontractor's information in the same manner and time periods.
- VI.2. The PFS Community Partner shall maintain accurate financial records of all monies paid to it under this Agreement. The PFS Community Partner 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 proposal submission and negotiation, and the agreed cost proposal, budget, and staffing request are incorporated into the scope of services of this Agreement as part of Attachment A.
- VI.3. The PFS Community Partner shall provide to the GBHWC a quarterly report describing its activities during the reporting period and the results it achieved no later than ten (10) days after the end of each quarter.
- VI.4. The PFS Community Partner 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 invoiced as part of the contract.
- VI.5. The PFS Community Partner 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 PFS Community Partner 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.
- VI.6. The PFS Community Partner 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.

- VI.7. The PFS Community Partner 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.
- VI.8. In the event the PFS Community Partner fails to provide any reports or items set forth in this section to the GBHWC after prior written reasonable notice by the GBHWC to the PFS Community Partner and the PFS Community Partner's failure to fix the contract default, the GBHWC in addition to other contractual rights and remedies under this contract, may withhold payment that are invoiced under this Agreement by the PFS Community Partner.

#### SECTION VII. GBHWC AGREES TO THE FOLLOWING

- VII.1. To Maintain oversight of the PFS Community Partner's performance as the PFS Community Partner.

#### SECTION VIII. RESPONSIBILITY OF COMMUNITY PARTNER

- VIII.1. The PFS Community Partner shall be responsible for the professional and technical accuracy of all work and materials furnished under this Agreement. The PFS Community Partner 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.
- VIII.2. The PFS Community Partner 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.
- VIII.3. 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 PFS Community Partner's failure of performance, except as provided herein, and the PFS Community Partner shall be, and remain liable, to the GBHWC for all direct costs which may be incurred by the GBHWC as result of the PFS Community Partner's negligent performance of any of the services or work which are performed under the contract.

## SECTION IX. ACCESS TO RECORDS AND OTHER REVIEW

- IX.1. The PFS Community Partner, 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 PFS Community Partner pursuant to this Agreement shall include a provision containing the conditions of this Section.
- IX.2. 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.
- IX.3. 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.
- IX.4. The PFS Community Partner 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 PFS Community Partner'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 PFS Community Partner 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 PFS Community Partner, its officers,

employees, servants, or agents, or if caused by the actions of any client of the PFS Community Partner resulting in injury or damage to persons or property during the time when the PFS Community Partner 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 PFS Community Partner or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the PFS Community Partner, the PFS Community Partner 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 PFS Community Partner 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 PFS Community Partner shall provide certificates of such insurance to the GBHWC when required and shall immediately report in writing to the GBHWC any insurance claims filed. The PFS Community Partner is responsible for obtaining and maintaining the necessary coverage for the operation of this program.

- A. Workers Compensation Insurance in the form and amount required by the law or the government of Guam to cover all employees working in any capacity in executing this contract.
- B. Commercial General Liability on an "Occurrence Basis" with limits of liability not less than One Million Dollars (\$1,000,000) per occurrence and/or combined single-limit bodily injury and property damage. The PFS Community Partner will ensure the insurance is issued by a company authorized to do business on Guam with minimum limits of not less than One Million Dollars (\$1,000,000) for bodily injuries or death per occurrence, and not less than Three Hundred Thousand Dollars (\$300,000) for damages to property. Such policy will insure the Government and their respective agents and employees with respect to liability as a result of the ownership, maintenance, use or operation of vehicles pursuant to the Agreement.
- C. Professional Liability Insurance in a form acceptable to the Government and with a limit of liability of not less than One Million dollars (1,000,000).

## SECTION XIV. TERMINATION

#### XIV.1. Termination for Defaults:

##### XIV.1a. Default.

If the PFS Community Partner 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 PFS Community Partner 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 PFS Community Partner'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 PFS Community Partner 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.

##### XIV.1b. The Community Partner's Duties.

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

##### XIV.1c. Compensation.

Payment for completed professional services delivered and accepted by the GBHWC shall be per Section IV Compensation for the PFS Community Partner's services. The GBHWC may withhold from amounts due the PFS Community Partner 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 PFS Community Partner 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.

##### XIV.1.d. Erroneous Termination for Default.

If, after notice of termination of the PFS Community Partner's right to proceed under the provisions of this clause, it is determined for any reason that the PFS Community Partner 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.

XIV.1.e. 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.

XIV.1.f. Non-Profit Organization Special Reporting Requirements.

The PFS Community Partner, if a non-profit organization subject to Section VI Special Reporting Requirements of Non-Profit Organizations (P.L. 33-66 Chapter XIII Section 6) or current fiscal year related mandate; and if the PFS Community Partner 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 PFS Community Partner and the PFS Community Partner'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 PFS Community Partner.

XIV.2. Termination for Convenience.

XIV.2.a. 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 PFS Community Partner specifying the part of the contract terminated and when termination becomes effective.

XIV.2.b. The Community Partner's Obligations.

The PFS Community Partner shall incur no further obligations in connection with the terminated professional services and on the date set in the notice of termination, the PFS Community Partner shall stop work to the extent specified. The PFS Community Partner shall also terminate outstanding orders and subcontracts as they relate to the terminated professional services. The PFS Community Partner shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated professional services. The PFS Community Partner 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 PFS Community Partner and the GBHWC shall meet and set up the delivery dates for those items not set forth in the written notice of termination.

XIV.2.c. Compensation.

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

XIV.3 Program Transition.

In the event of the termination under this Section XIV. Termination, the PFS Community Partner 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 PFS Community Partner 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 PFS Community Partner under this Agreement shall become the property of the GBHWC 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 PFS Community Partner under this Agreement shall be subject of an application for copyright or other claim of ownership by or on behalf of the PFS Community Partner.

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 PFS Community Partner that the terms of this clause are to be given precedence.

XVI.1. Disputes - Contractual Controversies.

The GBHWC and the PFS Community Partner 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 PFS Community Partner 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 PFS Community Partner, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.

#### XVI.2. 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 PFS Community Partner may proceed as though the Director of the GBHWC, or his designee had issued a decision adverse to the PFS Community Partner.

#### XVI.3. 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 PFS Community Partner appeals the decision administratively to the Public Auditor in accordance with 5 GCA § 5706.

#### XVI.4. 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 PFS Community Partner 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.

#### XVI.5. Exhaustion of Administrative Remedies.

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

#### XVI.6. Performance of Contract Pending Final Resolution by the Court.

The PFS Community Partner 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 PFS



Community Partner 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 PFS Community Partner shall proceed diligently with performance of the contract notwithstanding any claim of material breach by the GBHWC.

#### SECTION XVII. MANDATORY REPRESENTATIONS BY COMMUNITY PARTNER

##### XVII.1. Ethical Standards.

With respect to this procurement and any other contract that the PFS Community Partner may have, or wish to enter into, with the GBHWC, the PFS Community Partner 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.

##### XVII.2. Prohibition Against Gratuities and Kickbacks.

With respect to this procurement and any other contract that the PFS Community Partner may have or wish to enter into with the GBHWC, the PFS Community Partner 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.

##### XVII.3. Prohibition Against Contingent Fees.

The PFS Community Partner 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.

##### XVII.4. 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 PFS Community Partner warrants (1) that no person providing services on behalf of the PFS Community Partner 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 PFS Community Partner

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 PFS Community Partner 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”.

#### XVII.5. Wage and Benefit Compliance – Community Partners Providing Services.

The PFS Community Partner 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 PFS Community Partner 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 PFS Community Partner 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 PFS Community Partner 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 PFS Community Partner shall pay a minimum of ten (10) paid holidays per annum per employee.

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

The PFS Community Partner agrees that any violation of the PFS Community Partner's obligations or its subcontractors obligations as set forth in this Section "Wage and Benefit Compliance PFS Community Partners 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 PFS Community Partner may be placed on probationary status by the Director of GBHWC, for a period of one (1) year. During the probationary status, the PFS Community Partner shall not be awarded any contract by any instrumentality of the government of Guam. The PFS Community Partner if it is placed on probationary status, or has been assessed a monetary penalty pursuant to this "Wage and Benefit Compliance PFS Community Partners Providing Services Clause" may appeal such penalty or probationary status to the Superior Court of Guam as set forth in 5 GCA § 5804.

The PFS Community Partner'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.

The PFS Community Partner agrees to provide upon written request by the GBHWC written certification of its compliance with its obligations under this "Wage and Benefit Compliance PFS Community Partners 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 PFS Community Partner 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.

#### XVII.6. Privacy Rights.

The PFS Community Partner 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 (HIPA)

The PFS Community Partner will comply with the Health Insurance Portability and Accountability Act (HIPAA of 1996, P.L. 104-1991) 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. The PFS Community Partner will ensure information obtained directly or directly 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.

#### XVII.7. Client Confidentiality.

The PFS Community Partner shall ensure information obtained directly or directly from a recipient client under this contract shall 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.

#### XVII.8. Confidentiality.

Any information provided to or developed by the PFS Community Partner in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the PFS Community Partner without the prior written approval of the GBHWC.

#### XVII.9. Technology Access For Blind or Visually Impaired.

The PFS Community Partner 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.

#### XVII.10. Equal Opportunity Nondiscrimination.

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.

PFS Community Partner 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, PFS Community Partner shall meet the following contractual requirements:

1. In the event it is receiving then 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, PFS Community Partner 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, PFS Community Partner 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. PFS Community Partner shall flow through the requirement in this Section V Equal Opportunity Nondiscrimination to its subcontractors.
4. PFS Community Partner 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). A PFS Community Partner 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 PFS Community Partner is part of Government of Guam (new) P.L. 33-64 is codified at 4 GCA Chapter 4, §4101(a) as amended.

If PFS Community Partner 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 PFS Community Partner agrees to make appropriate steps to correct these deficiencies.

XVII.11. Records Discrimination Against Status Offenders Prohibited.

The PFS Community Partner 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.

XVII.12. Restricting the Use of Mobile Phones While Driving a Vehicle, and Providing for the Public Education Requirements Regarding Such Restrictions.

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

XVII.13. Drug and Smoke-Free Workplace.

The PFS Community Partner 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].

XVII.14. Social Security Number Confidentiality Act.

The PFS Community Partner 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.

XVII.15. 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 PFS Community Partner 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 PFS Community Partner is unable to employ due to the lack of individuals with disabilities who are able to work, the PFS Community Partner 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 PFS Community Partner and is subject to review and inspection by the GBHWC.

#### 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 PFS Community Partner 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 COMMUNITY PARTNER

The PFS Community Partner and its agents and employees are independent contractors performing subgrant services for the GBHWC and are not employees of the GBHWC. The PFS Community Partner 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 PFS Community Partner acknowledges that all sums received hereunder are reportable by the PFS Community Partner for tax purposes, including without limitation, self-employment and business income tax. The PFS Community Partner agrees not to purport to bind the GBHWC unless the PFS Community Partner 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 PFS Community Partner shall maintain all licenses and permits during all times pertinent to this Agreement. The PFS Community Partner 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 PFS Community Partner agrees to maintain those individuals and or positions at all times pertinent to the contract.

## SECTION XXII. FORCE MAJEURE

The PFS Community Partner and/or the GBHWC (other than its payment obligation) shall be excused from performance under this Agreement for any period that the PFS Community Partner 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 PFS Community Partner or the GBHWC have prudently and promptly acted to take any and all reasonably necessary preventive and/or corrective steps that are within the PFS Community Partner's or the GBHWC's control to ensure that the PFS Community Partner 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 PFS Community Partner 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 PFS Community Partner 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. PATENT, COPYRIGHT, TRADEMARK AND TRADE SECRET INDEMNIFICATION

XXX.1. The PFS Community Partner 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 PFS Community Partner's trade secret infringement relating to any product or service provided under this Agreement, the PFS Community Partner 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:

- a. Give the PFS Community Partner prompt written notice of any claim;

- b. allow the PFS Community Partner to control the defense or the settlement of the claim; and
- c. cooperate with the PFS Community Partner in a reasonable way to facilitate the defense or settlement of the claim.

XXX.2. If any product or service becomes, or in the PFS Community Partner's opinion is likely to become the subject of a claim of infringement, the PFS Community Partner shall at its option and expense:

- a. Provide a procuring agency the right to continue to using the product or service;
- b. replace or modify the product or service so that it becomes non-infringing; or
- c. accept the return of the product or service, less the unpaid portion of the purchase price any other amounts due the PFS Community Partner. The PFS Community Partner'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 XXX. APPROVAL OF COMMUNITY PARTNER PERSONNEL

Personnel proposed in the PFS Community Partner'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 PFS Community Partner without the prior written consent of the GBHWC. Replacement of any of the PFS Community Partner's personnel, if approved shall be with equal ability, experience and qualifications. The PFS Community Partner 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 PFS Community Partner's personnel at any time. A penalty of ten percent (10%) of the monthly invoice amount shall be imposed for every month the PFS Community Partner does not have the staff.

#### SECTION XXXI. 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 XXXII. FEDERAL GRANT TERMS AND CONDITIONS

XXXII.1 In the event this Agreement includes federal grant funds in whole or in part as provided in the request for proposal and Section II Scope of Work of this Agreement, the PFS Community Partner shall comply with all federal grant requirements, federal laws and regulations applicable to the program.

XXXII.2 The PFS Community Partner's certifications and representations and assurances submitted by it as part of its proposal are incorporated herein as if fully re-written.

#### FINANCIAL ACCOUNTABILITY AND GRANT ADMINISTRATION

**Financial Management.** Community Partner shall maintain a financial management system and financial records and shall administer funds received pursuant to this Agreement in accordance with all applicable federal and Guam requirements. Community Partner shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Agreement.

**Limitations on Expenditures.** Community Partner shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to the Effective Date or following the earlier of the expiration, cancellation or termination of this Agreement. GBHWC will only reimburse Community Partner for documented expenditures incurred during the Agreement that are: (i) reasonable and necessary to carry out the services; (ii) documented by contracts or other evidence of liability consistent with established GBHWC and Community Partner procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

#### COOPERATION IN MONITORING AND EVALUATION

**GBHWC Responsibilities.** GBHWC will monitor, evaluate and provide guidance and direction to Subrecipient in the conduct of approved services performed under this Agreement. GBHWC has the responsibility to determine whether Community Partner has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements and shall monitor the activities of Subrecipient to ensure that Community Partner has met such requirements. GBHWC may require Community Partner to take corrective action if deficiencies are found.

**Community Partner – Subrecipient Responsibilities.**

Community Partner shall permit GBHWC to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable Notice of Prime Award and Community Partner agrees to ensure, to the greatest extent possible, the cooperation of its

agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Agreement.

Community Partner shall cooperate fully with any reviews or audits of the activities under this Agreement by authorized representatives of GBHWC, Guam Public Auditor, U.S. Department of HHS SAMHSA or their authorized delegates, and Community Partner agrees to ensure to the extent possible the cooperation of its agents, employees and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Agreement.

Community Partner shall ensure timely submission of all Monthly/Annual/Closing/ Transition Reports and Data.

#### Federal and Local Government of Guam Funding – Allowable Costs

This procurement is funded with federal and local funds and is governed by the cost principles of the Office of Management and Budget (OMB). Allowable costs are those costs identified in the relevant OMB circulars and in the grant program's authorizing legislation. All costs in this procurement must be reasonable, allocable, and necessary to the project, and they must also comply with Federal and the Government of Guam funding statutes and regulations. See Cost Principles for Educational Institutions; Title 2 CFR Part 220, Cost Principles for State, Local and Indian Tribal Governments, Title 2 CFR Part 225, Cost Principles for Non-Profit Organizations, Title 2 CFR Part 230, the Federal Acquisition Regulations as well 2 GAR Division 4 Chapter 7 Cost Principles.

#### Improper Payments

Any item of expenditure by Community Partner under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of GBHWC, the Government of Guam Public Auditor, US Department of HHS SAMHSA, the U.S. Government Accountability Office or the Comptroller General of the United States, or their delegates, to be improper, unallowable, in violation of federal or Guam law or the terms of the Notice of Grant Award or this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of Community Partner shall become Community Partner's liability, to be paid by Community Partner from funds other than those provided by GHWC under this Agreement or any other agreements between GBHWC and Community Partner. This provision shall survive the expiration or termination of this Agreement.

#### Audited Financial Statements

In any fiscal year in which Community Partner expends \$750,000 or more in federal awards during such fiscal year, including awards received as a subrecipient, Community Partner must comply with the federal audit requirements contained in the Uniform Guidance, 45 CFR Part 75, including the preparation of an audit by an independent Certified Public Accountant in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. 7501-7507, and with Generally Accepted Accounting Principles. If Community Partner expends less than \$750,000 in federal awards in any fiscal year, it is exempt from federal audit requirements, but its records must be available for review by GBHWC, the Government of Guam Public Auditor, appropriate officials of US Department of SAMHSA, the U.S. Government Accountability Office or the Comptroller General of the United States, or their delegates, and it must still have a financial audit performed for that year by an independent Certified Public Accountant. Community Partner shall provide GBHWC with a copy of Community Partner's most recent audited financial statements, federal Single Audit report, if applicable (including financial statements, schedule of expenditures of federal awards, schedule of findings and questioned costs, summary of prior audit findings, and corrective action plan, if applicable), and management letter within thirty (30) days after execution of this Agreement and thereafter within nine (9) months following the end of Community Partner's most recently ended fiscal year.

#### Closeout

Final payment request(s) under this Agreement must be received by GBHWC no later than thirty (30) days from the earlier of the expiration date, cancellation date or termination date of this Agreement. No payment request will be accepted by GBHWC after this date without written authorization from GBHWC. In consideration of the execution of this Agreement by GBHWC Community Partner agrees that acceptance of final payment from GBHWC will constitute an agreement by Community Partner to release and forever discharge GBHWC, its agents, employees, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Community Partner has at the time of acceptance of final payment or may thereafter have, arising out of or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement. Community Partner's obligations to GBHWC under this Agreement shall not terminate until all closeout requirements are completed to the satisfaction of GBHWC. Such requirements shall include, without limitation, submitting final reports to GBHWC and providing any closeout-related information requested by GBHWC by the deadlines specified by GBHWC. This provision shall survive the expiration or termination of this Agreement.

#### PROCUREMENT STANDARDS – SUBRECIPIENT – FEDERAL GRANT FUNDS

Community Partner is a subrecipient of GBHWC in carrying out the program services that are part of this Agreement and shall utilized and adhere to 5 GCA §§5001-5805, and 2 GAR

Division 4 §§1101-12601, and the Federal and Guam laws, regulations and requirements applicable to acquisition of supplies and services under this program.

GBHWC passes through to Community Partner the requirements of all federally funded contracts set forth in 45 Part 75 Appendix II, and Community Partner shall flow through the requirements to its vendors and contractors, as applicable.

45 CFR Part 75 HHS Procurement Standards.

§ 75.326 Procurement by states.

When procuring property and services under a federal award, a state must follow the same policies and procedures it uses for procurement from its non-Federal funds. The state will comply with § 75.331 and ensure that every purchase order or other contract includes any clauses required by § 75.335. All other non-Federal entities, including subrecipients of a state, will follow §§ 75.327 through 75.335.

§ 75.331 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 Act. The requirements of § 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 by the preceding fiscal year exceeding \$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.

§ 75.335 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to this part.

45 CFR Part 75 Appendix II.

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 FR12319, 12935, 3 CFR1964-1965 Comp. p. 339) as amended by Executive Order 11375, amending Executive Order 1126 Relating to Equal Employment Opportunity and implementing regulations at 41 CFR part 60.
- 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). 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 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). 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 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 part 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.

See § 75.331 Procurement of recovered materials.

Community Partner shall comply with Royalty - Free Rights to Use Software or Documentation Developed.

Royalty-Free Rights to Use Software or Documentation Developed. The federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes, the copyright in any work developed under a grant, sub grant, or contract under a grant or sub-grant or any rights of copyright to which a contractor purchases ownership.

Rights In Data, Documents and Computer Software or Other Intellectual Property.

All intellectual property including without limitation, databases, software, documents, research, programs and codes, as well as all, reports, studies, data, photographs, negatives or other documents, drawings or materials developed by the subrecipient specifically for the performance of its obligations under this contract shall be the exclusive property of GBHWC.

To the extent that such materials developed by contractor contain pre-existing materials of contractor or the third parties, contractor or third parties shall retain ownership of such materials and contractor hereby grants GBHWC a license to use such materials solely for the purposes of this contract and for the term hereof. Unless otherwise stated, all such materials, which are the exclusive property of GBHWC, shall be delivered to GBHWC by contractor upon completion, termination, or cancellation of this contract. The contractor shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of contractor's obligations under this contract without a prior written consent of GBHWC. All documentation, accompanying the intellectual property or otherwise, shall comply with GBHWC requirements which include but is not limited to all documentation being in a paper, human readable format which is useable by one who is reasonably proficient in the given subject area.

GBHWC shall retain all ownership rights in any software or modification thereof and associated documentation, developed, and/or designed specifically for GBHWC with Federal grant funds. The U.S. Department HHS SAMHSA, a federal agency, reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes; Federal fund grant software, modifications and documentation. Proprietary operating and vendor software packages which are provided hereunder at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions in this section.

Community Partner will identify and define any software that is required to be developed or used to support the requirements of this Agreement. Unless there is express federal grantor approval, federal funds may not be used for the development of proprietary operating and vendor software packages.

#### 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 Community Partner in the course of providing services under this Agreement will be accorded at least the same precautions as are employed by Community Partner for similar information in the course of its own business.

#### **Conflict of Interest.**

In keeping with 2 CFR §200.112 Community Partner agrees as follows:

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

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

Thus, Community Partner agrees to refrain from any practices, activities or relationships which could reasonably be considered to be in conflict with Community Partner's fully performing its obligations to GBHWC under the terms of this Agreement, without the prior written approval of GBHWC.

In the event that Community Partner is uncertain whether the appearance of a conflict of interest may reasonably exist, Community Partner 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, Community Partner will maintain a written code of standards governing the performance of its agent(s) engaged in the award and administration of contracts.

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

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

#### **Termination for Financial Exigency.**

In addition to any other right of termination between the parties, GBHWC shall have the right to terminate this Agreement for financial exigency by giving Community Partner at least thirty (30) days prior written notice. For the purposes of this provision, a financial exigency shall be a determination made by the Director of GBHWC based on the Guam legislature failure to fund this contract or in the event the US Department of HHS SAMHSA fails to fund GBHWC for this program. If notice of such termination is so given, this Agreement 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 Agreement shall thereupon cease, but the parties shall not be released from the duty to perform their obligations up to the date of termination or those obligations involved in closeout of federal and local funds. Community Partner may submit a claim in the same manner as is set forth for the termination for convenience claim.

Signature Page Follows

Subaward Data  
In Addition to Attaching a Copy of the Notice of Grant Award

*This just a sample. Please read §200.313 (a) (1) of the Uniform Guidance. Please also note that if any of these data elements change, the pass-through entity must included the changes is subsequent subaward modification. Some of the information may not be available or applicable to describe the particular award and subaward. The language that follows can be inserted as a Section in the Subaward Agreement.*

1. This Subaward Agreement between AGENCY and \_\_\_\_\_S is a subaward of a federal grant received by AGENCY from the FEDERAL GRANTING AGENCY. The \_\_\_\_\_ is the “sub-recipient” of this federal grant. The AGENCY is the “recipient”, acting as the “pass-through entity”.
2. The sub-recipient of this federal grant is the \_\_\_\_\_.
3. The sub-recipient’s Unique Entity Identifier and Contractor’s DUNS is: \_\_\_\_\_.
4. The federal award identification number (FAIN): \_\_\_\_\_.
5. The federal award date of award: \_\_\_\_\_-\_\_\_\_\_.
6. Subaward period of performance start \_\_\_\_\_ and end \_\_\_\_\_.
7. Amount of federal funds obligated to the sub-recipient by the pass-through entity for this award is \$\_\_\_\_\_.
8. Total amount of federal funds obligated to the sub-recipient by the pass-through entity including the current obligations: \$\_\_\_\_\_ (total amount for FY20\_\_) \$\_\_\_\_\_ (current obligation) + \$\_\_\_\_\_ (current obligation)= \$\_\_\_\_\_ (total)
9. Total amount of this federal award committed to the sub-recipient by the pass-through entity. The total amount of the federal award is \$\_\_\_\_\_. Of this amount, the sub-recipient will receive \$\_\_\_\_\_ or approximately \_\_\_\_% of the total grant award.
10. A description of the project in accordance with the Federal Funding Accountability and Transparency Act (FFATA) is further described in this MOA.
11. Name of the Federal Awarding Agency: \_\_\_\_\_;

Contact information

\_\_\_\_\_, Grants Management Specialist  
Division of Grants Management  
ADDRESS  
Email:  
Phone:

\_\_\_\_\_, Project Officer  
Email:  
Phone: 415-437-8055

Name of the recipient or pass-through entity: \_\_\_\_\_

\_\_\_\_\_, Administrator  
AGENCY  
ADDRESS  
Email  
Phone

12. CFDA Number & Name: CFDA No. \_\_\_\_\_.
13. This award is not for research and development (R&D).
14. The indirect cost for the federal award for the AGENCY is \_\_\_\_\_%.
15. The pass-through entity \_\_\_\_\_ has the express permission of the sub-recipient \_\_\_\_\_ for \_\_\_\_\_ and auditors to have access to \_\_\_\_\_'s records and financial statements as necessary for \_\_\_\_\_ to meet the requirements of §200.300 – §200.309. 2 CFR §200.331(a)(5).
16. The appropriate terms and conditions concerning closeout of the award are as follows: The sub-recipient has \_\_\_\_ days after the completion of the project or the term (\_\_\_\_\_) to submit all financial, performance and other reports as required by the terms and conditions of the award. Extensions requested by the sub-recipient may be approved by the pass-through entity.
- The pass-through entity will close-out the award when it determines that all applicable administrative actions and all required work of the award have been completed by the sub-recipient. All closeout actions should be completed no later than \_\_\_\_\_ days after receipt and acceptance of all required final reports.
17. AGENCY and \_\_\_\_\_ agree to comply with and require each of its contractors and subcontractors employed in the completion of the project to comply with 2 CFR §200.322, "procurement of recovered materials," and section 6002 of the Solid Waste Disposal Acts, 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; 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.

## FORM S: Strategic Action Plan and Budget and Sustainability Plan Templates

[Place organization logo here]

**Guam Behavioral Health and Wellness Center  
Prevention Education and Community Empowerment (PEACE PFS)  
HHS SAMHSA, PEACE PFS Sub-Grant**

**[insert name of organization]  
Proposed Strategic Action Plan  
GBHWC RFP 03-2019  
(Sample Template)**

Project Period:	09/30/2018 – 09/29/2023
Budget Period:	09/30/2018 – 09/29/2020
Incremental funding (restricted) Periods:	09/30/2018 – 09/29/2019 09/30/2019 – 09/29/2020

**Submitted by:**

**Organization's Legal/Formal Name**  
**Mailing Address**  
**City, Guam**  
**Tel: (671) xxx-xxxx**  
**Fax: (671) xxx-xxxx**

**(signature & date)**  
**Authorized Representative's Name**  
**Title or Position**

Page 1 of 9

This is a sample template for the Strategic Action Plan that is required to respond to GBHWC RFP 03-2019: PEACE Partnerships for Success Sub-Grants

- Use the attached sheets that follow to respond to the three required sections for the proposed Strategic Action Plan
  - A. INTRODUCTION AND BACKGROUND
  - B. PROPOSED PLAN OF ACTION
  - C. PROPOSED EVALUATION PLAN
- This document will be available in Word format at <http://gbhwc.guam.gov/rfps-ifbs> as “PEACE PFS Proposed Strategic Action Plan Template\_2019.06.18.docx”
- Be sure to submit all pages of this document as part of your proposal envelope with each page signed and dated.

\_\_\_\_\_  
Signature                      Date

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## A. INTRODUCTION AND BACKGROUND

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### 1. Organization Description:

- What is your organization's vision, mission and purpose?
- Describe the history of your organization. Include the number of years you have been in operation and the average number of your employees, if any, over the past 3 years.
- Describe your organization's structure, including resources (staff, volunteers, in-kind support, trainings completed, office space, equipment, etc.), memberships, partners and relevant funding sources. Provide a current organizational chart, and information to describe your organization's sound fiscal and operation condition to mobilize staff, volunteers, partners and other stakeholders.
- Which population(s) does your organization reach? Include demographic information and geographic location.
- Describe some examples of current and/or recent projects that are relevant to the PEACE PFS goals and objectives. Include information that demonstrates your ability to reach and engage the PEACE PFS target population and your prior experience implementing evidence-based programs using the 5-Step Strategic Prevention Framework in a high-risk and high-need community in Guam (i.e. Strengthening Families Program, Leadership and Resiliency Program, Life Skills Training, Positive Action, Storytelling for Empowerment, and Life Teen Program).
- What unique characteristics does your organization have that aligns with the vision and mission of GBHWC, and the goals and objectives of the PEACE PFS grant? Include information to demonstrate your organization's current prevention skill sets to conduct the 5-Step Strategic Prevention Framework, and your commitment to further prevention knowledge, skills, competence and readiness among staff, community volunteers, and other stakeholders.

Signature \_\_\_\_\_

Date \_\_\_\_\_

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- Is there anything else in keeping with the grant goals and objectives would you like to include in this description?

## 2. Statement of Need and Proposed Target Population:

- Which school level does your organization choose to implement your proposed program in?
  - ☐ Elementary schools, Grades 4-5
  - ☐ Middle schools, Grades 6-8
  - ☐ High schools, Grades 9-12
- Identify the target population in the school level selected that will be impacted by your proposed prevention strategies.
- Why is there a need to implement, sustain, and improve effective substance use prevention services in this particular school level and population? Include information on the service gaps and other problems related to the need for prevention program development. Identify the source of the data.

## 3. Selected PEACE Pillars for Success Priority(ies):

- Identify which of the Pillars for Success you select to focus on and why:
  - ☐ Youth empowerment: to engage and empower the youth in creating a safe and healthy future for the island community,
  - ☐ Effective communication: to promote positive behaviors by implementing health communication strategies that are inclusive and culturally responsive, and incorporate both traditional and current media vehicles,
  - ☐ Strong leadership: to engage appointed and grassroots leaders in influencing community behavior; demonstrating strong leadership through integrity, transparency, and follow-through,
  - ☐ Grassroots engagement: to foster community involvement through meaningful outreach, inclusion and engagement with all communities, and
  - ☐ Safe and healthy environment: to secure a sustainable, healthy environment for Guam that promotes healthy behaviors for its people, allowing them to thrive.

The PEACE Pillars for Success are foundation to the Guam State Prevention Enhancement Comprehensive Strategic Plan, and can be reviewed at:

<http://www.peaceguam.org/community-action/state-plans-and-reports>.

Signature \_\_\_\_\_ Date \_\_\_\_\_

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## B. PROPOSED PLAN OF ACTION

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The approved overarching goals for the PEACE-PFS grant program in Guam are that at risk Guam Department of Education (GDOE) students are identified early to receive appropriate services to prevent their alcohol, tobacco and/or marijuana use, and that there is minimal recidivism rate for student offenses on alcohol, tobacco/nicotine and marijuana use and possession in GDOE. Offerors are to propose services and deliverables in conjunction with the GBHWC Guam State Epidemiological Outcomes Workgroup (SEOW), and the Guam Department of Education - Student Support Services (GDOE-SSS) to carry out the overall grant objectives below.

The PEACE PFS grant objectives being flowed through to ~~subaward subrecipients~~ by 2023 are as follows:

- GDOE will reduce its alcohol, tobacco/nicotine and marijuana-related offenses by 10% by addressing underlying risk and protective factors among students considered at risk, and
- GDOE students will have an increased perception of harm towards alcohol, tobacco/nicotine and marijuana products, decreasing current youth use by 10%.

The Offeror's proposed action plan must include annual process and outcome evaluation indicators that add up to the required reach by 09/29/2023, including audiences reached in the needs assessment phase. By the end of FY 2023, each PEACE PFS ~~subrecipient~~ should have:

- Served at least 250 students with a reported or referred challenging behavior that is related to alcohol, tobacco/nicotine and marijuana, and their parents, using an evidence-based intervention recognized by HHS SAMHSA and approved by GBHWC (selective/indicated prevention strategy), and
- Reached at least 830 students, their parents and school staff, through a classroom-integrated prevention workshop on the risks and harms of youth use of alcohol, tobacco/nicotine and marijuana (universal strategy).

Information on the Behavioral Health Continuum of Care, including prevention strategies, is available at: [http://www.ca-sdfsc.org/docs/resources/SDFSC\\_IOM\\_Policy.pdf](http://www.ca-sdfsc.org/docs/resources/SDFSC_IOM_Policy.pdf). A resource center for evidence-based practices recognized by SAMHSA is available at: <https://www.samhsa.gov/ebp-resource-center>.

### 1. Key staff

- Use the table that follows to identify the individuals to be assigned as key staff for the proposed program: program manager, administrative staff, data analyst and cultural representative.

Key staff position: <b>Program Manager</b>		Number of hours committed to the program:
Name:		
Title in organization:		
Key roles and responsibilities to fulfill		
Qualifications, including background, degree and skills		

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Signature \_\_\_\_\_ Date \_\_\_\_\_

Relevant experience and trainings	
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Key staff position: <b>Administrative Staff</b>		Number of hours committed to the program:
Name: Title in organization:		
Key roles and responsibilities to fulfill		
Qualifications, including background, degree and skills		
Relevant experience and trainings		

Key staff position: <b>Data Analyst</b>		Number of hours committed to the program:
Name: Title in organization:		
Key roles and responsibilities to fulfill		
Qualifications, including background, degree and skills		
Relevant experience and trainings		

Key staff position: <b>Cultural Representative</b>		Number of hours committed to the program:
Name: Title in organization:		
Key roles and responsibilities to fulfill		
Qualifications, including background, degree and skills		
Relevant experience and trainings		

Signature \_\_\_\_\_ Date \_\_\_\_\_

## 2. Proposed Objectives, Strategies and Timeline

To achieve the overarching grant goals and objectives expected of PEACE PFS subaward subrecipients, and considering the statement of need, proposed population and selected PEACE Pillar priority(ies) you described in Section A, identify in the tables that follow:

- measurable objective(s), (NOTE: each objective must have a corresponding table)
- at least one universal and one selective/indicated strategies,
- activities or deliverables

Ensure that the proposed objectives are SMART: Specific, Measurable, Achievable, Relevant and Time-bound. For tips on writing SMART objectives, refer to <https://www.samhsa.gov/sites/default/files/nc-smart-goals-fact-sheet.pdf>. Offerors must also include all required services and deliverables included in the RFP Section III. Scope of Work, based on the budget periods (beginning of contract to 09/29/2019 and 09/30/2019 – 09/29/2020) and forecasted renewal periods (09/30/2020 – 09/29/2021, 09/30/2021 – 09/29/2022, 09/30/2022 – 09/29/2023).

<b>PEACE PFS objective:</b> GDOE will reduce its alcohol, tobacco/nicotine and marijuana-related offenses by 10% by addressing underlying risk and protective factors among students considered at risk.		
<b>What is your proposed measurable objective?</b>		
<b>What <u>selective/indicated</u> strategy do you propose to implement?</b> Note: this must be an evidence-based approach recognized by SAMHSA.		
<b>What action steps or deliverables are needed to implement this strategy?</b> Note: these steps must follow the 5-Step Strategic Prevention Framework.	<b>Who is responsible?</b>	<b>What is the timeline for implementation of this action step? Or the timeline for submission of the deliverable?</b> (Format: MM/YYYY)
1.		
2.		
3.		
4.		
...		

Signature \_\_\_\_\_ Date \_\_\_\_\_

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<b>PEACE PFS objective:</b> GDOE students will have an increased perception of harm towards alcohol, tobacco/nicotine and marijuana products, decreasing current youth use by 10%		
<b>What is your proposed measurable objective?</b>		
<b>What universal strategy do you propose to implement?</b> Note: this must be a population-based approach implemented in the classroom setting.		
<b>What action steps or deliverables are needed to implement this strategy?</b> Note: these steps or deliverables must follow the 5-Step Strategic Prevention Framework	<b>Who is responsible?</b>	<b>What is the timeline for implementation of this action step? Or the timeline for submission of the deliverable?</b> (Format: MM/YYYY)
1.		
2.		
3.		
4.		
...		

### 3. Impact on Health Disparities in Guam

- State how the proposed approach will address existing health disparities among high risk, high need populations identified in the RFP
- How will you ensure that the strategies your organization implements will be culturally and linguistically competent to your target audience whether it's ethnicity, age, gender, etc.?

Signature \_\_\_\_\_ Date \_\_\_\_\_

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## C. PROPOSED EVALUATION PLAN

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### 1. Data Collection and Performance Assessment

- Identify in the table below which evaluation indicators you will collect and analyze to measure the effectiveness and efficiency of your proposed plan

Which objectives, strategies and activities in your Action Plan will you monitor for effectiveness and efficiency?	Which evaluation indicators will you collect to do so?	Who is responsible for collecting?	How and how often will this data be collected?
		Who is responsible for analyzing?	When will results be reported to GBHWC?
1.			
2.			
3.			
4.			
5.			
6.			
...			

Signature \_\_\_\_\_ Date \_\_\_\_\_

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[Place organization logo here]

**Guam Behavioral Health and Wellness Center  
Prevention Education and Community Empowerment (PEACE PFS)  
HHS SAMHSA, PEACE PFS Sub-Grant**

**[insert name of organization]**

**Proposed Budget and Sustainability Plan  
GBHWC RFP 03-2019  
(Sample Template)**

Project Period:	09/30/2018 – 09/29/2023
Budget Period:	09/30/2018 – 09/29/2020
Incremental funding (restricted) Periods:	09/30/2018 – 09/29/2019 09/30/2019 – 09/29/2020

Submitted by:

Organization's Legal/Formal Name

Mailing Address

City, Guam

Tel: (671) xxx-xxxx

Fax: (671) xxx-xxxx

(signature & date)

Authorized Representative's Name

Title or Position

Page 1 of 6

This is a sample template for the Budget and Sustainability Plan that is required to respond to GBHWC RFP 03-2019: PEACE Partnerships for Success Sub-Grants

- Use the attached sheets that follow to respond to the three required sections for the proposed Strategic Action Plan
  - A. PROPOSED BUDGET, JUSTIFICATION AND FORECAST
  - B. SUSTAINABILITY PLAN
- This document will be available in Word format at <http://gbhwc.guam.gov/rfps-ifbs> as "PEACE PFS Proposed Budget Template\_2019.06.18.docx"
- Be sure to submit all pages of this document as part of your budget envelope with each page signed and dated.
- Insert one (1) original and three (3) sets of copies in a sealed envelope, separate from the proposal.
- On the envelope, write:
  - Request for Proposal Number: GBHWC RFP 03-2019
  - Budget PROPOSAL
  - Proposer Name
  - Proposer Address
  - Time and date of submission

\_\_\_\_\_  
Signature                      Date

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## A. PROPOSED BUDGET, JUSTIFICATION AND FORECAST

### 1. Provide a proposed budget for the budget period of the subaward.

Use the table that follows for your budget proposal. The budget items listed below are only examples of what can be considered for inclusion in the budget. Develop a budget specific to the your proposal.

Note: Review and abide by the budget restrictions detailed in the RFP.

Category	Rate	Up to 09/29/2019	09/30/2019 – 09/29/2020
<b>A. Personnel</b>			
<i>title, name, number of work hours per week</i>	\$ annually or hourly rate \$ x hours/week x weeks	\$	\$
<i>title, name, number of work hours per week</i>	\$ annually or hourly rate \$ x hours/week x weeks	\$	\$
<b>Subtotal Personnel</b>		\$	\$
<b>B. Benefits</b>			
<i>FICA</i>	Rate or cost	\$	\$
<i>Other</i>	Rate or cost	\$	\$
<b>Subtotal Benefits</b>		\$	\$
<b>C. Travel</b>			
<i>Location, name of event to be attended, dates, number of travelers</i>	Airfare, lodging and/or per diem + cost of fees x number of travelers	\$	\$
<i>Ground transportation and fuel costs</i>	Unit costs x quantity	\$	\$
<b>Subtotal Travel</b>		\$	\$
<b>D. Supplies, Equipment and Other</b>			
<i>General office supplies</i>	Monthly rate x months	\$	\$
<i>Equipment</i>	Unit costs x quantity	\$	\$
<i>Supplies and resources for meetings</i>	Monthly rate x months	\$	\$
<i>Allowed incentives</i>	Unit costs x quantity	\$	\$
<b>Subtotal Travel</b>		\$	\$
<b>E. Contractual</b>			
<i>Training/Event name, number of days, dates, location, number of participants</i>	Cost per individuals x number of individuals x days	\$	\$
<i>Development of resources</i>	Unit costs x quantity	\$	\$
<b>Subtotal Contractual</b>		\$	\$
<b>TOTAL PROPOSED BUDGET PER YEAR</b>		\$	\$

Signature \_\_\_\_\_ Date \_\_\_\_\_

Page 3 of 6

**2. Provide justification for proposed items under the budget categories listed above.**

**a. Personnel**

- Describe the role, responsibilities and hours to be worked for each position.
- Provide the name, position title, responsibilities and number of hours of staff that will work on the project but paid from different funding sources, if any.
- Identify which line items are classified as “administrative costs not directly related to the program implementation” and “data collection and evaluation activities”

**b. Benefits**

- Describe and justify the fringe benefits requested
- Identify which line items are classified as “administrative costs not directly related to the program implementation” and “data collection and evaluation activities”

**c. Travel**

- Describe and justify travel funds requested
- Identify which line items are classified as “administrative costs not directly related to the program implementation” and “data collection and evaluation activities”

**d. Supplies, Equipment and Other**

- Describe and justify supplies, equipment and other budget items requested
- Identify which line items are classified as “administrative costs not directly related to the program implementation” and “data collection and evaluation activities”

**e. Contractual**

- Describe what each contractual budget items will accomplish and how it relates to the overall project
- Identify which line items are classified as “administrative costs not directly related to the program implementation” and “data collection and evaluation activities”

\_\_\_\_\_  
Signature                      Date

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3. Provide a simple budget forecast for each category should conditional renewals be granted.



Category	09/30/2020 – 09/29/2021	09/30/2021 – 09/29/2022	09/30/2022 – 09/29/2023
A. Personnel	\$	\$	\$
B. Benefits	\$	\$	\$
C. Travel	\$	\$	\$
D. Supplies, Equipment and Other	\$	\$	\$
E. Contractual	\$	\$	\$
<b>TOTAL PROPOSED BUDGET PER RENEWAL YEAR</b>	\$	\$	\$

Signature \_\_\_\_\_ Date \_\_\_\_\_

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## **B. SUSTAINABILITY PLAN**

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1. Describe how your organization plans to sustain the proposed programs, should renewals not be granted in FYs 2021 – 2023, and beyond FY 2023.

\_\_\_\_\_  
Signature                      Date

Page 6 of 6

**Cost Proposal Submitted by:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Offer Amount: \_\_\_\_\_

(Same Amount for each contract year)

Cost Proposal ☐ Declined \_\_\_\_\_ (Reason)Cost Proposal ☐ Accepted

Negotiated Terms: \_\_\_\_\_

Accepted and agreed as negotiated by:

GBHWC:

Offeror:

By: \_\_\_\_\_

By: \_\_\_\_\_

(Signature &amp; Date)

(Signature &amp; Date)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Recommended to approve by:

Panel Chairperson: \_\_\_\_\_

Name:

Signature

Date

**GBHWC DIRECTOR'S APPROVAL**

Offer is accepted and terms negotiated approved: \_\_\_\_\_

THERESA C. ARRIOLA, DIRECTOR

Date

## FORM A.1: RFP Registration Form

### RFP REGISTRATION FORM: GBHWC RFP 03-2019



The individual, firm, entity or organization identified below is an interested party and/or "potential Offeror" to GBHWC RFP 03-2019 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.

<b>Name of Organization or Individual</b>			
<b>Time/Date/Signature</b>			
<b>Contact Address</b>			
<b>Contact Number(s)</b>			
<b>Facsimile Number(s)</b>			
<b>Point of Contact (POC) or Official representative</b>			
<b>POC Contact Number(s)</b>	Tel:		Fax:
<b>Email Address</b>			
<b>GBHWC ACKNOWLEDGMENT</b>	Print Name & Title	Time & Date	Signature
<b>SPECIAL REQUEST OR REMARK</b>			

For those reviewing this proposal from the website, this registration form can be dropped off at 790 Governor Carlos Camacho Road, Tamuning, Guam during weekdays, except holidays and weekends, faxed to (671) 649-6948 or emailed to [marilyn.aflague@gbhwc.guam.gov](mailto:marilyn.aflague@gbhwc.guam.gov)

# APPENDIX

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## **APPENDIX A: Health Disparities Impact Statement**

### **SPF PFS 18-008 HEALTH DISPARITIES IMPACT STATEMENT**

#### **Guam Behavioral Health and Wellness Center**

*as of November 30, 2018*

#### **Overview**

The Guam Behavioral Health and Wellness Center (GBHWC) will address two priority issues among Guam's youth through the SPF-PFS 18-008 grant: 1) underage drinking and 2) use of tobacco/nicotine products. Of the island's youth population, those identifying as Pacific Islander descent is the high-need community with the most health disparities. GBHWC will focus its SPF-PFS efforts to reach and service a subpopulation within this high-need community: those currently enrolled in Guam's public school system (elementary, middle and high school), belonging to low-income families, and/or slated for disciplinary actions for reported problematic behaviors. GBHWC targets to reach and service at least 3,250 public school students who identify with this group by the end of the SPF-PFS grant period.

#### **Health Disparities Impact Statement**

#### **Population of Focus**

The most glaring socio-economic and substance abuse health disparities and disproportionalities in Guam affect the Pacific Islanders, particularly individuals of Chamorro, Chuukese or other Micronesian descent who make up almost half (49%) of the island's population but are overrepresented in data reports on problematic consumption and behavior involving alcohol and tobacco. The 2016 Guam Epidemiological Report states that the selected high-need community, Pacific Islander youth, are at highest risk for increased vulnerability (high prevalence of risk factors), actual consumption, and health and social consequences.

Of the total student population in FY 2017-2018 (n=at least 36,776), 80% of elementary, middle and high school students (n=29,448) are enrolled in the local public school system, Guam Department of Education (GDOE). When disaggregated by ethnicity, a majority of the students are Pacific Islanders (46% Chamorro, 19% Chuukese, 9% Other Micronesian) and Filipinos (21%). In a separate report, GDOE shared that 52% of their student population are English language learners (aka English as Second Language or ESL students); also that Guam is considered a low income area based on the Department of Agriculture's classification for providing free meals to students at public schools. The Guam Epidemiological Outcomes Workgroup (SEOW) also monitors substance consumption and health consequences using local databases that include those collected from GDOE students. Listed hereafter are data that describe Pacific Islander students enrolled in GDOE as a subpopulation in the high-need community experiencing increased health disparity and disproportion.

#### **Alcohol**

- Current alcohol consumption rate among high school students has been steady since 2013 at about 25%, 60% of which are reported by students of Pacific Islander descent. Consumption between male and female students is similar at 22% and 29% respectively.
- 16% of high school students in Guam reported that they had their first alcoholic drink before the age of 13 years, while 11% of middle school students stated that they had their first drink before the age of 11 years.
- Binge drinking among Guam's youth is lower than in the US (13% and 18% respectively). However, Guam youth binge drinking rates are increasing since 2013, opposite to the declining movement that the US youth binge drinking rates had been demonstrating in the past years. This reverse pattern resulted in a narrowing difference between both groups.



- Binge drinking rates were similar between both genders among high school students in Guam. Disaggregated by ethnicity, Pacific Islanders make up 33% of students who reported binge drinking.
- Risky behavior, specifically operating a motor vehicle after consuming alcohol, increased among Guam high school students between 2011 and 2013, with no change noted in 2015 (9%). Males were more likely than females to drink and drive (10% and 7% respectively).

#### **Tobacco**

- Current tobacco consumption among high school youth remains higher in Guam (18%) than in the US (11%), 43% of which are of Pacific Islander background.
- 18% of high school students reported that they first smoked before the age of 13. Eleven percent of middle school students reported to be current smokers, 32% of which are of Pacific Islander descent.
- Smokeless tobacco use is rising among Guam's youth; Micronesians having the highest rate of consumption (40% in high school, 29% in middle school).
- E-cigarette use or vaping is alarmingly high among Guam's youth: one in three high school students and one in four middle schools students reported current use; Chamorros reported the highest rate in both groups.

#### **Health, Social and Other Factors**

- Alcohol is a major risk factor for liver cancer, which has risen in rank from being the 5<sup>th</sup> cause of cancer death in Guam (2003-2007) to being the 2<sup>nd</sup> (2008-2012). The mortality rate from liver cancer in Guam (age adjusted 13.3/100,000) was also more than twice the US rate (5.9/100,000). The liver cancers mortality rate for Micronesians in Guam was nearly 5 times higher than the US rate.
- Of the total arrests for "Driving under the Influence" (DUI) in 2016, 79% are those of Pacific Islander descent (26% Chamorro, 53% Micronesian).
- Alcohol-related offenses accounted for 12% of all juvenile arrests in 2016, which included DUI, violation of liquor laws and public drunkenness.
- Alcohol use has been implicated in property crime and violent crime including family violence and suicide.
- Alcohol use has been linked to suicide deaths, a phenomenon that occurred predominantly among younger people in Guam.
- There were 11,156 distinct offenders reported during the 2017-2018 school year in GDOE. A total of 976 students were reported for use/possession/distribution of tobacco products, 222 for the use/possession/distribution of alcohol, and 117 for intoxication.
- Of the 13,385 Chamorro students enrolled, up to 5,635 (42%) received disciplinary actions and 3,676 (28%) suspension. Of the 5,730 Chuukese students enrolled, up to 5,689 (99%) received disciplinary actions and 3,862 (67%) suspension.

#### **Proposed Target Reach for SPF-PFS in Guam**

The tables below outline the proposed number of individuals to be served, reached or trained in Guam for the SPF-PFS grant period. GBHWC targets to reach 3,250 Pacific Islander students enrolled in GDOE. The selected baseline data was extracted from GDOE's Student Conduct Report for SY 2017-2018 on total student offenses that involved tobacco and alcohol use/possession and risk factors. The total reach was divided into two subgroups based on the prevention strategy selected for implementation.

	Year 1	Year 2	Year 3	Year 4	Year 5	Totals
Indicated prevention strategies	0	132	158	197	263	750
<i>by reported problem behavior</i>						
Use/Possession of Tobacco Products	0	88	105	131	175	499
Use/Possession of Alcohol	0	20	24	30	40	115
Intoxication	0	11	13	16	21	61
Other reported behavior (Tier 2 or 3)	0	13	16	20	26	75
<i>by ethnicity</i>						
Chamorro	0	60	73	91	121	345
Chuukese and other Micronesian	0	37	44	55	74	210
Other ethnicities	0	34	41	51	68	195
<i>by gender</i>						
Male	0	66	79	99	132	375
Female	0	66	79	98	131	373
Selective prevention strategies	1250	1250				2500
<i>by ethnicity</i>						
Chamorro	575	575				1150
Chuukese and other Micronesian	350	350				700
Other ethnicities	325	325				650
<i>by gender</i>						
Male	625	625				1250
Female	625	625				1250
<b>GRAND TOTAL</b>						<b>3250</b>

The core strategies to be implemented in the SPF-PFS efforts in Guam include: 1) an indicated intervention approach where programs are specifically offered to students who have been reported for problem behaviors, 2) a selective prevention strategy where a substance abuse curriculum will be offered to select schools where high-need students are enrolled. Program implementation for the selective prevention strategy is expected to commence in Year 2 and continue through Year 5, where a majority of participating students will be recommended from tobacco-related violations (74%) and alcohol-related violations (26%). A buffer of 10% was set aside to open slots for other students who have neither a tobacco nor alcohol-related offense, but are considered to have increased risks due to their behavior and social determinants. Dissemination based on ethnicity for both strategies is based on student population distribution (46% Chamorro, 28% Other Micronesian). Dissemination based on gender (50%) is based on epidemiological data that shows similar consumption and risks for both males and females.

### Quality Improvement Plan

The following section describes strategies to be implemented throughout the grant period to decrease disparities in the access, service use and outcomes of program activities.

#### Access

Overall the SPF-PFS efforts will support strategies that follow the 5-Step Strategic Prevention Framework to address the underage drinking and tobacco use among Pacific Islander youth in Guam.

### Needs Assessment

Sub-grantees will conduct their Needs Assessment among participating GDOE schools that enroll students representing the selected subpopulation of the high-need community. Their selected method of inquiry will include screening questions that ensure participants for the assessment are representative of the subpopulation. To ensure both an inclusive and targeted approach, at least 80% of the respondents must be of Pacific Islander descent and of low-income families. At least 60% of respondents must have received a Tier 2 (2-5 incidents) or 3 (6 or more incidents) violation from GDOE in previous years.

### Capacity Building

GBHWC will establish a Memorandum of Understanding with GDOE to allow the implementation of evidence-based strategies before and during school hours, on substance use prevention, intervention and referral to programs among GDOE students who have been reported and recommended for disciplinary action. This strategy will remove barriers previously experienced from recruiting student participants: lack of transportation and inability to attend activities outside of school hours. Sub-grantees will also be required to employ staff members who can fulfill the role of *cultural brokers*, or individuals who identify with the culture of the subpopulation in focus (i.e. Chamorro or Chuukese individuals who are fluent in the native language, and the cultural values and practices). They will bridge or mediate between the program staff and English learner students to promote equity in the accessing the program and to produce positive changes in the students' behavioral health.

### Planning

Since current epidemiological reports already state that alcohol and tobacco use is problematic among Guam's public school students, the Needs Assessments will focus on learning more about this issue. The goal will be to identify risk and protective factors that impact alcohol and tobacco use among Pacific Islander students. The Lead Epidemiologist and the Project Team will co-facilitate the development and analysis of the Sub-Grantees' Needs Assessments to ensure that participant safety remains priority, queries are standardized and comparable among study groups, and the core values of the Strategic Prevention Framework are followed. The findings will then guide the selection of evidence-based strategies to be supported by SPF-PFS.

### Implementation and Evaluation

The evidence-based strategies will be selected and implemented respectful of the strengths and values of the Pacific island cultures. Capacity and contribution from secondary audiences – educators, family members and peers – will also be leveraged to execute a community-driven approach in the prevention interventions. Evaluation indicators will include participants' overall satisfaction and willingness to continue participation, as well as changes in knowledge and attitudes about alcohol and tobacco use.

### Use/Reach

Demographic information collected at the state level will also be collected at the community level to track sufficient reach of the targeted subpopulation for the program. The following queries will be included in the intake process and final evaluation for every cohort of students to participate in the interventions funded by SPF-PFS:

#### Gender

What is your sex or gender?

☐ Male

☐ Female

☐ Transmale

☐ Transfemale

☐ Gender queer/Gender non-confirming

☐ Different Identity (please specify: \_\_\_\_\_)

**Ethnicity**

Are you Hispanic, Latino/a, or of Spanish origin?

- ☐ No
- ☐ Yes, Mexican, Mexican American, Chicano/a
- ☐ Yes, Puerto Rican
- ☐ Yes, Cuban
- ☐ Yes, another Hispanic, Latino, or Spanish origin

**Race**

Which one or more of the following would you say is your race?

- ☐ White
- ☐ Black or African American
- ☐ American Indian or Alaska Native
- ☐ Asian – Indian
- ☐ Asian – Chinese
- ☐ Asian – Filipino
- ☐ Asian – Japanese
- ☐ Asian – Korean
- ☐ Asian – Vietnamese
- ☐ Asian – Other (please specify: \_\_\_\_\_)
- ☐ Pacific Islander – Carolinian
- ☐ Pacific Islander – Chamorro
- ☐ Pacific Islander – Chuukese
- ☐ Pacific Islander – Fijian
- ☐ Pacific Islander – Kosraean
- ☐ Pacific Islander – Marshallese
- ☐ Pacific Islander – Native Hawaiian
- ☐ Pacific Islander – Palauan
- ☐ Pacific Islander – Pingelapese
- ☐ Pacific Islander – Pohnpeian
- ☐ Pacific Islander – Samoan
- ☐ Pacific Islander – Yapese
- ☐ Pacific Islander – Other (please specify: \_\_\_\_\_)

**Age**

How old are you? \_\_\_\_\_

**Socio-Economic Status**

Have you ever received or qualified for a Uniform Voucher (one free set of uniform for students)?

- ☐ Yes
- ☐ No

**Primary Language**

How well do you speak English?

- ☐ Very well
- ☐ Well
- ☐ Not well
- ☐ Not at all

**Do you speak a language other than English at home?**

- ☐ Yes (If yes, please specify: \_\_\_\_\_)

☐ No

GBHWC recognizes potential health disparities for persons with disabilities and persons who identify with the LGBTQ community. However, data analysis that disaggregates youth alcohol and tobacco consumption and attitudes based on these groups has not been done. The Lead Epidemiologist will conduct further analysis for these two groups during the Needs Assessment phase of the project to determine whether they should be considered subpopulations to focus on for SPF-PFS. In that event, the following queries will be included in the intake process.

**Disability Status**

Are you deaf or do you have serious difficulty hearing?

☐ Yes

☐ No

Are you blind or do you have serious difficulty seeing, even when wearing glasses?

☐ Yes

☐ No

Because of a physical, mental or emotional condition, do you have serious difficulty concentrating, remembering or making decisions?

☐ Yes

☐ No

Do you have serious difficulty walking or climbing stairs?

☐ Yes

☐ No

Do you have difficulty dressing or bathing?

☐ Yes

☐ No

Because of a physical, mental or emotional condition, do you have difficulty doing errands alone such as visiting a doctor's office or shopping?

☐ Yes

☐ No

**Sexual Orientation**

What is your sexual orientation?

☐ Straight

☐ Lesbian or Gay

☐ Bisexual

Monitoring and performance assessments shall occur simultaneously at the school and state level in a coordinated manner and use both process and outcome indicators. The Evaluator will develop and facilitate a comprehensive evaluation plan for the state and community level. This evaluation plan will enumerate the required process and outcome measures to be tracked, data collection instruments to be used and timelines for submission of data. The table below shows proposed indicators to be collected to monitor the efficient reach of the target subpopulation, as well as their effective use of the program.

Performance Measures	Data Source	Data Collection Frequency
<b>PROCESS MEASURES</b>		
% students with alcohol/tobacco offenses screened for substance abuse and behavioral health issues % school personnel trained in screening methods, per school % students with (+) screening results referred to substance abuse/behavioral health services # of GDOE personnel trained in Tobacco BTI # of GDOE personnel trained in SBIRT # of schools with in-school treatment services for substance abuse	GDOE project reporting data	Annually
Enrollment in (or referral to) the BTI QuitCoach (quitline or face-to-face), BTI Second Chance and BTI Declination	Guam Quitline Data Reports, GDOE reporting data	Monthly
# of evidence-based substance use reduction programs operational per school # of students participating in school-based substance use reduction programs # of tobacco/alcohol education workshops conducted # of students participating in tobacco/alcohol workshops	Sub-grantee reporting data  Project reporting data	Monthly  Monthly
<b>OUTCOME MEASURES</b>		
Youth alcohol use Youth binge drinking Youth current smoking Youth smokeless tobacco use Perceived risk of harm from smoking Perceived risk of harm from alcohol Awareness of Youth Quitline Age of first use for tobacco and alcohol	Program Evaluation	Annually or end of each cohort
# of students with alcohol and tobacco offenses	GDOE project reporting data	Annually

### Outcome

The Project Team will collaborate with the Lead Evaluator and Lead Epidemiologist to ensure that community-level and state-level data are submitted and analyzed to develop program recommendations for quality improvement. The following deliverables are expected for development and dissemination throughout the SPF-PFS grant period.

### Annual Epidemiological Profile

The Lead Epidemiologist will provide updates of state-level measures to GBHWC for the annual publication of the State Epidemiological Profile. Once published, the Lead Epidemiologist will also co-facilitate with GBHWC-PEACE the dissemination and presentation of results to prevention stakeholders, including but not limited to legislators, public and private agency members, and other local influencers and thought leaders.

### Data Briefs and Infographics

Supplementary to the Annual Profile, the Lead Epidemiologist will develop infographics of local epidemiological data that can be used as a resource for community education campaigns on mental health promotion and

substance abuse prevention (i.e. PowerPoint presentations, fact sheets, etc.). Topics may include but will not be limited to: tobacco (smoking and smokeless), alcohol, marijuana, e-cigarettes and prescription drugs. GBHWC will assist in the dissemination of these materials to ensure reach of grassroots-level leaders with influence over the targeted subpopulation.

#### **Evaluation Report (Community-Level)**

The Lead Evaluator will convene monthly meetings with Project Team and Sub-grantees, either face to face or by electronic means, to monitor both process and outcome data collection as identified on the approved community action plans to effectively inform the Community-Level Evaluation Report, a report generated annually upon Implementation that aims to measure program effectiveness and impact based on the prevention goals and objectives identified by the Sub-Grantee. The Lead Evaluator will be expected to provide technical support, training and recommendations to the Project Team and Sub-Grantees to identify and address challenges in the development of these reports; this includes but is not limited to quantitative and qualitative data collection, compilation and analysis.

This Community-Level Evaluation Report must contain an analysis of the data that were systematically collected from Steps 1 through 5 that provides guidance for decision-makers and program managers to refine, revise and adapt existing systems and interventions to better achieve the desired outcomes of the Sub-Grantee. The results of these annual reports will be presented to the sub-grantees in a year-end Evaluation meeting held by GBHWC.

#### **Final Evaluation Report (State-Level)**

The Lead Evaluator, in collaboration with the Lead Epidemiologist, will guide and mentor the Project Team in monitoring process and outcome indicators identified on Evaluation Plan to effectively inform the State-Level Evaluation Report, a report generated at the end of Year 5 that aims to measure program impact based on the goals and objectives of the SPF-PFS-funded action plan. The results of this report will be presented at a PEACE Advisory Council meeting, with invitations extended to Prevention stakeholders including the project team, partners and sub-grantees.

### Adherence to CLAS Standards

As part of the SPF process, cultural competence will be weaved in the planning, implementation, evaluation and maintenance of SPF-PFS activities at the state and community levels. Strategies have been implemented by GBHWC to ensure that services are attentive to diverse cultural health beliefs and practices, are provided in preferred languages, and address health literacy and other communication needs of target groups. Compliance with the National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health Care is currently fulfilled via the following strategies:

- PEACE Council, SEOW members and GBHWC staff are representative of Guam's ethnic and linguistic diversity, diverse religions, gender, age, sexual identity (sexual orientation and gender identity), as well as public and private, military and non-profit organizations. As part of the procurement negotiations process, sub-recipients will be asked to submit human resource policies or demonstrate that their staff is representative of the targeted subpopulations. Sub-grantees who propose a program that provides services for a specific cultural group must include in their staffing pattern *cultural brokers* who have first-hand knowledge and skills in this particular culture (i.e. Chuukese-speaking program aids to serve Chuukese students).
- All media materials and educational resources are developed in accordance with the SPF process to ensure cultural relevance among the targeted audiences. Translation and interpretation of materials (fact sheets, posters and brochures) in the languages spoken by the identified target groups (Chamorro and Chuukese) is accomplished when deemed necessary. Partnerships with members of the Chuukese community are being built and strengthened to ensure that translation of prevention materials is accomplished. Other adaptations provided include captions for audiovisual materials, and assistance provided for those with low health literacy level.
- Evaluation instruments capture relevant demographic information and data analyses of the community members served by setting (i.e. school), ethnicity, gender, ages, and villages, and guide the service delivery and allocation of resources.

Adherence to CLAS standards will be further reinforced by implementing the following:

- On-going training opportunities in CLAS will be offered to sub-recipients, PEACE Council, SEOW and project staff through collaboration with PEACE partners such as the Department of Public Health and Social Services - Office of Minority Health.
- Assessment of organizational practice of health literacy and cultural humility among the project team, partners and sub-recipients will be completed to determine their readiness to develop health literate processes, practices and protocols as health-promoting organizations. Training and technical assistance from industry experts will be pursued as needed to secure proper guidance in this process.
- Trainings in evidence-based prevention strategies will be offered to sub-recipients and PEACE partners in the training-of-trainers format whenever feasible. Trained trainers will include members of the underserved, high-need target groups so they in turn can provide the training in a more culturally competent way to their community members. Adaptation may include translation of curricula, materials and delivery of services.
- Adapt selected evidence-based prevention strategies to be culturally competent while maintaining fidelity to the core values and model. With input from the sub-recipients' target populations, state and community-level staff will work with the local evaluator and developers of the selected evidence-based prevention strategies to adapt each program appropriately.
- Process and outcome measures relative to CLAS standards will be incorporated in the state and community-level evaluation plans. To facilitate this, community sub-recipients will be required to set aside funds in their sub-grant to support CLAS principles. Adherence to and progress in implementing CLAS standards will be communicated to stakeholders.



- State and community-level evaluation instruments and epidemiological surveys will be reviewed and updated, as needed, to capture the demographic data needed to monitor and evaluate the impact of CLAS on health equity and outcomes. Results will further inform PEACE decision-making processes and data-driven recommendations for improvement.