



GUAM BEHAVIORAL HEALTH AND WELLNESS CENTER
Clinical Services Division, Drug and Alcohol Branch
New Beginnings Program

Request for Proposals

GBHWC RFP 2023-02

For

Guam Opioid Response Project:
Professional Services for
24-Hour Warmline and Peer Recovery Specialist Services
For Individuals with Substance Use Disorder (SUD)
Or Opioid Use Disorder (OUD)

Funded by

Federal Funds CFDA #93.788
Guam Opioid Response Project
NOA # 1H79TI085788-01

Carissa E. Pangelinan, Acting Director
Guam Behavioral Health and Wellness Center
790 Gov. Carlos Camacho Road
Tamuning, Guam 96913
Tel: (671) 647-1901
Fax: (671) 649-6948
Website: <http://gbhwc.guam.gov>

Issue Date: March 23, 2023

TABLE OF CONTENTS

GBHWC RFP 2023-02

SECTION	CONTENTS	
	Cover Page	1
	Table of Contents	2-4
	Public Notice	5
I	GENERAL INFORMATION	
A.	Introduction	6-8
B.	Federal Subgrant Award – Non-Applicability of Guam Procurement Law	8
C.	All Parties to Act in Good Faith	8
D.	Liability for Costs to Prepare Proposal	8
E.	Registration of Interested Parties (Form A)	8
F.	Designation of Representative (Form B)	9
G.	Licenses (Form C)	9
H.	Non-Resident Tax Withholding	9
I.	Debarment, Suspension and Ineligibility	9
J.	Mandatory Local Disclosures	10
J.1.a	Affidavit re Disclosing Ownership and Commissions (AG Form 002)	10
J.1.b	Affidavit re Non-Collusion (AG Form 003)	10
J.1.c	Affidavit re No Gratuities or Kickbacks (AG Form 004)	10
J.1.d	Affidavit re Ethical Standards (AG Form 005)	10
J.1.e	Declaration re Compliance with US DOL Wage Determination (AG Form 006)	10-11
J.1.f	Affidavit re Contingent Fees (AG Form 007)	11
J.2	Prohibition Against Employment of Sex Offenders	11
K.	Type of Contract	11
L.	Duration of Contract or Term of Service	12
L.1	Initial Term	12
L.2	Renewal Term	12
M	Budget for Services (Compensation)	12
M.1.	Invoices	12-13
M.2	Final Payment and Release of Claims	13
N.	Independent Contractor Status	13
O.	Confidential and/or Proprietary Information	13

P.	Ownership of Proposal	14
Q.	Explanation to Offerors	14
R.	Equal Employment Opportunity	14-15
S.	Multi or Alternate Proposals	15
T.	Assignment	16
U.	COVID-19 Guidelines (As applicable)	16
V.	Amendments to Request for Proposal	16
W.	Proposal Selection	17
X.	Errors and Omissions	17
Y.	SAMHSA (CFDA No.: 93.788) Substance Abuse and Prevention Treatment Block Grant 93.788 Federal Terms and Conditions	17
Z.	Mandatory Federal Forms	17
ZZ.	Compliance with the Federal Awardee Performance and Integrity Information System	18-20
II.	SCOPE OF WORK	21-22
III.	PROPOSAL CONTENTS, REQUIREMENTS, AND INSTRUCTIONS	
A.	General Instructions	23-25
B.	Requirements and Instructions	26
IV.	GENERAL PROCEDURES	
A.	Questions	27
B.	Proposal Submission and Registration	27-28
C.	Opening of Proposals	28
D.	Proposal Evaluation and Assigned Weights	28-29
E.	Discussion	29-30
F.	Negotiation and Award of Contract	30
G.	Right to Reject Offers and Cancel Procurement	30
H.	Failure to Negotiate Contract with Offerors Initially Selected as Best Qualified	31
V.	CONTRACTUAL TERMS	32
A.	General Requirements	
B.	Sample Contract (Form E) To be provided through amendment	
Exhibit		
	ATTACHMENTS	
Exhibit 1	Proposal Registration Form (Form A)	1
Exhibit 2	Proposal Signature Form (Form B)	2
Exhibit 3	Licenses, Certifications, Financial Statements, & Audit Form and	3

	Checklist (Form C)	
Exhibit 4	Affidavit Disclosing Ownership, Influence, Commissions and Conflicts of Interest—AG Procurement Form 002 (Form C.1)	4-7
Exhibit 5	Affidavit re Non-Collusion—AG Procurement Form 003(Form C.2)	8
Exhibit 6	Affidavit re No Gratuities or Kickbacks—AG Procurement Form 004 (Form C.3)	9
Exhibit 7	Affidavit re Ethical Standards—AG Procurement Form 005 (Form C.4)	10
Exhibit 8	Declaration re Compliance with U.S. DOL Wage Determination—AG 006 with Wage Determination No. 2015-5693, Rev. 18 Revised 12/27/22 (Form C.5)	11-21
Exhibit 9	Affidavit Re Contingent Fees—AG Procurement Form 007 (Form C.6)	22
Exhibit 10	Sample Business Associate Agreement Provisions (Form D)	23-30
Exhibit 11	Contract Sample (Form E) (to be issued by amendment)	
Exhibit 12	Cost/Budget Proposal Template (Form F)	31-32
Appendix 1	COVID Guidelines—Staff Vaccination Requirements CMS QSO-23-02	33-35
	CMS QSO-23-02 ALL Community Mental Health Center Attachment M	36-46
	Executive Office of the President, Office of Management and Budget—White House Policy Stance January 30, 2023	47-48
Exhibit 13	Compliance with Federal Financial Accountability Transparency Act (Form H)	49-51
Exhibit 14	Assurance of Compliance with SAMHSA Charitable Choice Statues and Regulations SMA 170 (Form I)	52
Exhibit 15	Federal Grant Fund Certifications and Assurances (Form J)	53-56
Appendix 2	Notice of Award (Form J.1)	57-71
Appendix 3	SAMHSA: Fiscal Year 2022- Award Standard Terms (Form J.2)	72-85
Exhibit 16	UEI Information and Acknowledgment Form (Form K)	86-89
Exhibit 17	Civil Rights Requirements (Form L)	90
Exhibit 18	Limited English Proficiency Certification (Form M)	91
Exhibit 19	Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Form N)	92
Exhibit 20	Procurement Standards—2 CFR Part 200 & HHS Uniform Guidance 45 CFR Part 76	93-96



PUBLIC NOTICE

Request for Proposal 24-Hour Warmline and Peer Recovery Specialist Services GBHWC RFP 2023-02



The Guam Behavioral Health and Wellness Center (the GBHWC) is soliciting proposals from qualified non-profit or for-profit Substance Abuse Peer Recovery Organizations, to provide Certified Peer Recovery Specialist Services and operate a 24-hour Warmline, in line with the Drug and Alcohol Services vision: “To provide a Quality of Life for everyone.” Non-profit and for-profit organizations are invited to respond to this Request for Proposal (RFP), to be a sub-recipient to provide 24-Hour Warmline and Certified Peer Recovery Specialist Services for Individuals with Substance Use Disorder (SUD) and Opioid Use Disorder (OUD), funded by the Department of Health and Human Services Substance Abuse and Mental Health Services Administration, State Opioid Response Grant (Short Title: SOR); Funding Opportunity Announcement (FOA) No. TI-22-005; Catalogue of Federal Domestic Assistance (CFDA) No.: 93.788; Project Period: 09/30/2022 – 09/29/2024, Notice of Award (NOA), Grant #1H79TI085788-01, dated 09/23/2022).

Request for Proposal (RFP) packages are available for public inspection at www.gbhwc.guam.gov or by calling telephone number 671-647-5397 or 671-647-5010 during the weekdays except holidays between 8:30 A.M. to 4:30 P.M. GBHWC requires that prospective Offerors register with GBHWC to ensure that they receive notices regarding any changes or updates to the RFP. Official communications, clarifications and/or amendments to the RFP will be sent to all registered Offerors and posted on www.gbhwc.guam.gov. A registration form is provided with the RFP as Form A. GBHWC will not be liable for failure to provide notice to any Offeror that does not register current contact information. Questions regarding this RFP should be written and addressed to the GBHWC Director, and delivered by U.S. Postal Service, commercial courier service, hand delivery, facsimile 671-649-6948 or email to marilyn.aflague@gbhwc.guam.gov by March 29, 2023. The DEADLINE FOR RECEIPT OF PROPOSALS is no later than 4:30 P.M. Chamorro Standard Time, April 6, 2023. Original proposals must be delivered to the Director’s Office, Guam Behavioral Health and Wellness Center, 790 Governor Carlos Camacho Road, Tamuning, Guam 96913. Electronic mail (email) is not acceptable. GBHWC shall have the right to reject all proposals or offers that have been submitted in response to this RFP, and/or may cancel this RFP at any time if the Director determines such to be in the interest of GBHWC or for other reason (s) as allowed by law or regulation.

GBHWC is an equal opportunity employer.

Carissa E. Pangelinan
Acting Director
March 23, 2023
(Paid by Federal Funds)

I. GENERAL INFORMATION

A. INTRODUCTION

The Guam Behavioral Health and Wellness Center (GBHWC) serves as Guam's single state agency responsible for mental health promotion and service provision, and substance use prevention and treatment services for the U.S. Territory Government of Guam (P.L. 17-21). In line with this public policy of the Government of Guam, GBHWC encourages the development of public-private partnerships and collaboration in the development of school and community-based programs for mental health promotion, substance abuse prevention and early intervention services.

The Drug & Alcohol (D&A) branch of the GBHWC applied for and received a two-year Department of Health and Human Services Substance Abuse and Mental Health Services Administration, State Opioid Response Grants (Short Title: SOR); Funding Opportunity Announcement (FOA) No. TI-22-005; Catalogue of Federal Domestic Assistance (CFDA) No.: 93.788; Project Period: 09/30/2022 — 9/29/2024, Notice of Award (NOA), Grant #1H79TI085788-01, dated 09/23/2022. The project periods will be two (2) successive years:

The first period will be from Effective Date to September 29, 2023; and the second period will be from September 30, 2023 to September 29, 2024.

Prospective offerors for GORP are required to meet the criteria set forth by Substance Abuse and Mental Health Services Administration (SAMHSA) (Section 516 Public Health Act).

SOR (GORP) is authorized under Title II Division H of the Consolidated Appropriations Act of 2022. This announcement addresses Healthy People 2030, Drug and Alcohol Use Topic Area HP 2030-SU All grants and sub-awards made under this announcement are governed by 45 CF Part 75.

GBHWC is inviting qualified for-profit and non-profit Substance Abuse Recovery Organizations with a shared Vision a healthy island, committed to promoting and improving the behavioral health and well-being of our community, to respond to this RFP to be a sub-recipient of these Federal Funds to carry out the shared vision of Guam. Qualified non-profit or for-profit Substance Abuse Recovery Organizations responding to this Request for Proposal will be called Offerors. Offerors who are awarded funds as part of this Request for Proposals will be known as Service Providers.

Service Providers need to collaboratively and strategically build upon:

1. The use of epidemiological data to demonstrate the critical gaps in availability of treatment for OUDs in geographic, demographic, and service level terms; utilize evidence-based implementation strategies to identify which system design models will most rapidly and adequately address the gaps in their systems of care.
2. The program supplementing activities pertaining to opioids currently undertaken by the state agency and to support a comprehensive response to the opioid epidemic.
3. The results of the assessments which will identify gaps and resources from which to build upon existing substance use prevention and treatment activities as well as community-based recovery support services.
4. Expansion of access to treatment and recovery support services.
5. Advancing substance misuse prevention in coordination with other federal efforts.
6. Improving retention in care, using a chronic care model or other innovative model that has been shown to improve retention in care.

To achieve The Fiscal Year (FY) 2023 State Opioid Response Grants (Short Title: SOR) program which aims to address the opioid crisis by increasing access to medication-assisted treatment using the three FDA-approved medications for the treatment of opioid use disorder, reducing unmet treatment need, and reducing opioid overdose related deaths through the provision of prevention, treatment and recovery activities for opioid use disorder (OUD) (including prescription opioids, heroin, and illicit fentanyl and fentanyl analogs).

GBHWC is seeking one (1) sub-recipient award under this RFP.

RFP offerors will describe in their written proposal, their organization's vision, mission, and purpose; services/ activities performed and population served; organization structure and membership; and current organizational partners and funders. Substance Abuse Recovery Organizations are expected to provide nonprofessional, nonclinical assistance from individuals with similar conditions or circumstances to achieve long-term recovery from psychiatric, alcohol, and/or other drug-related problems.

Service Providers are required to be non-profit or for-profit Substance Abuse Recovery Organizations with Certified Peer Specialists through the PBHCC/CB & IC&RC; trained in ASIST (Applied Suicide Intervention Skills Training), Mental Health First Aid, Peer Support, SAPST (Substance Abuse Prevention Skills Training), Prevention Specialist Academy Training, WRAP training for Peer Support, SBIRT (Screening, Brief Intervention, and Referral to Treatment), Motivational Interviewing and Versed in 12-step facilitation. They also must implement a data collection system to collect and analyze data of the organization that Meets GRPA standards and

reported quarterly and annually; recruit and train peer recovery specialists to provide peer support and recovery support services; implement peer support warmline and crisis intervention services; and recruit an SBIRT Coordinator to provide training to coordinate and supervise the expansion of the SBIRT program at Department of Public Health & Social Services (DPHSS).

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

This is a request for subaward proposals of a federal grant by GBHWC, a pass-through agency, and not a use of public funds from procurement. GBHWC is complying with the Uniform Guidance of Grant Funds 2 CFR Part 200, and HHS Uniform Guidance on Grant Funds 45 CFR Part 75, and the terms of the Notice of Funds Award, and pursuant to 5 GCA Chapter 5, Section 5004(b) Guam Procurement Laws are not applicable. GBHWC has opted to use similar processes it uses in its request for professional services procurements under 5 GCA Chapter 5 and 2 GAR Division 4, as set forth in the request for proposals, in order to maximize full and fair competition, and to ensure the integrity of the process. The confidentiality of proposals, Offeror names, documents submitted marked "confidential", evaluations, a public record keeping are in keeping with the requirements under Guam Procurement Laws and Regulations for requests for proposals. Any party who submits a proposal is known as "Offeror."

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)

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

F. DESIGNATION OF REPRESENTATIVE (Form B)

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

G. LICENSES (Form C)

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

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

An Offeror who has not complied with the Guam Licensing Law is cautioned that the GBHWC will not consider for award any proposal offer submitted. Specific information on licenses may be obtained from the Director of the Department of Revenue and Taxation, by telephone at (671) 635-1815 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.

H. NON-RESIDENT TAX WITHHOLDING

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

I. DEBARMENT, SUSPENSION AND INELIGIBILITY

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

J. MANDATORY LOCAL DISCLOSURES (FORMS C.1- C.6; AG Procurement Forms 002-007)

1. 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.

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

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

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

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

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

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

- d. Affidavit Re Ethical Standards (AG Procurement Form 005)

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

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

The Offeror shall submit an affidavit and represent that it will pay its employees and ensure its subcontractors pay its employees in full compliance with all applicable

federal and local wage rules and regulations, 5 GCA §5801 & §5802 Wage Determinations. The most recently issued wage determination at the time a subaward is awarded applies to the Agreement.

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

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

2. 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. TYPE OF CONTRACT

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

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

L. DURATION OF CONTRACT OR TERM OF SERVICE

1. Initial Term

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

2. Renewal Term

At the option of the GBHWC and agreed by the service provider, the contract may be renewed for one (1) year (being a “Renewal Term”) subject to the availability of funds and satisfactory performance. Upon expiration of the Renewal Term, this contract shall expire, unless sooner terminated.

a. No-Cost Extension

In the event the Federal granting agency SAMSHA allows or awards an additional no-cost extension period of Federal funds beyond the second-year budget period ending September 29, 2024, they shall apply in the applicable renewal or Final Period.

b. Federal Grant- Subaward

The terms and conditions of the contract shall remain in effect for any Close-Out period of the Federal grant.

M. BUDGET FOR SERVICES (Compensation)

The offeror and the GBHWC will negotiate an annual not to exceed budget for the duration of the contract. Object categories and staffing levels shall remain firm in place for all years of the contract, including any special monthly extension (on a pro-rata, monthly basis) for the professional services provided in keeping with this RFP. Any adjustment to the budget (or compensation) will be in accordance with rule, law, regulation, especially in compliance to current U.S. DOL wage determination. The contractor shall be compensated monthly upon the approval of monthly invoices by the GBHWC.

1. Invoices

The subrecipient shall submit monthly invoices based upon a fixed monthly negotiated rate with a detailed expense report at the 10th of every month. The subrecipient 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, ten percent (10%) 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. Subrecipients are given up to 5 working days to resolve the identified

discrepancy(ies). Failure to do so may result to forfeiture of the 10% 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, nonadherence 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.

N. 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.

O. 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.

P. 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.

Q. EXPLANATION TO OFFERORS

No oral explanation in regard to the meaning of the specification will be made and no oral instructions will be given before the award of the proposal. Discrepancies, omissions, or doubts as to the meaning of the specification should be communicated in writing to the named contact individual of the requesting agency/department for interpretation. Offerors should act promptly to allow sufficient time for a reply to reach them before the submission of their proposals. Interpretation, if required, shall be made in the form of an amendment to the specification, which will be forwarded to all prospective offerors, and its receipt by the Offeror should be acknowledged on the proposal form.

R. 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 VII of the Civil Rights Act of 1964 as amended and Presidential Executive Order 11246, as amended and other relevant Federal and Territorial requirements; and Governor of Guam Executive Order 2006-16.

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

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

1. In the event it is receiving ten thousand dollars (\$10,000) or have more than fifty (50) or more employees, it shall develop an equal opportunity affirmative action plan, using standard guidelines established by the Guam Department of Labor, within sixty (60) days after the Effective Date of this Agreement. Furthermore, within ninety (90) days of the award and annually thereafter for the duration of the Agreement, Offerors under this section shall submit affirmative action reports to the Guam Department of Labor.
2. In the event it is receiving less than ten thousand dollars (\$10,000) or has less than fifty (50) employees, it shall not be required to develop an equal opportunity affirmative action plan, except, however, Offerors shall be strictly prohibited from discrimination on the basis of race, religion, color, sex, including sexual orientation, national origin, age, physical or mental disability, marital status or political affiliation and retaliation.
3. Offerors shall flow through the requirement in this Section V Equal Opportunity Nondiscrimination to its subcontractors.
4. Offerors shall comply with all Federal and Guam laws and regulations including the Guam Department of Labor laws and regulations and (new) P.L. 33-64 Guam Employment Non-discrimination in Employment Act of 2015 codified as 22 GCA Chapter 5 Article 2, which additionally includes as unlawful employment practice or unlawful discrimination grounds race, sex (including gender identity or expression), age, religion, color, honorably discharged veteran and military status, sexual orientation, or ancestry. The definitions for “sexual orientation”, “gender identity or expression” and “veteran and military status” as set forth in 22 GCA §5202(h), (i) and (j). An Offeror that is a “religious employer” in keeping with P.L. 33-64 §5(a) is exempt from the religious discrimination provisions of Title VII of the Civil Rights Act of 1964 as set forth in §5 in more detail. In the event Offeror is part of Government of Guam (new) P.L. 33-64 is codified at 4 GCA Chapter 4, §4101(a) as amended.
5. If Offeror is found not to be in compliance with the requirement in this Section V Equal Opportunity Non-discrimination during the life of this Agreement, this Offeror agrees to make appropriate steps to correct these deficiencies.

S. MULTI OR ALTERNATE PROPOSALS

Multiple or alternate proposals are not allowed and will be considered non-responsive and proposal(s) will be returned.

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. COVID-19 GUIDELINES (As applicable)

Recent guidelines by the local and federal governments have been published and distributed. As a community mental health center, GBHWC is going to follow the guidelines, and encourage its contracted service providers to implement preventive measures set as follows:

1. COVID-19 Health Care Staff Vaccinations

On April 5, 2022, the Centers for Medicare & Medicaid Services issued a Revised Guidance for the Interim Final Rule – Medicare and Medicaid Programs: Omnibus Covid-19 Health Care Staff Vaccination that expects all providers' and suppliers' staff to have received the appropriate number of doses by the timeframes specified in the QSO-23-02-ALL unless exempted as required by law, or delayed as recommended by CDC. Facility staff vaccination rates under 100% constitute non-compliance under the rule. Specific conditions are contained in the ruling. (Appendix 1, Form G)

V. 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 submitting proposals. Such revisions and amendments, if any, will be announced by an amendment or amendments to this RFP and shall be identified as such and shall require that firms acknowledge receipt of all amendments issued. The amendment shall refer to the portions of the RFP it amends. The amendments shall be sent to all prospective Offerors known to have received an RFP. The amendments shall be distributed within a reasonable time to allow prospective firms to consider in preparing their proposals. If the time and date set for receipt of proposals will not permit such preparation, such time shall be increased to the extent possible in the amendment or, if necessary, by email or mail and confirmed in the amendment. The amendment(s) must be attached to the proposal.

W. PROPOSAL SELECTION

GBHWC will be responsible for final selection of acceptable proposal(s). The GBHWC will endeavor to notify all respondents on or about 60 days after the deadline for receipt of proposals, that the GBHWC has selected as a subrecipient of this federal grant. The written notice of an “intent to award” will be public information and made a part of the contract file.

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

X. 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 in the evaluation and negotiation phases of the request for proposal.

Y. SAMHSA (CFDA No.: 93.788) SUBSTANCE ABUSE AND PREVENTION TREATMENT BLOCK GRANT CFDA 93.788 FEDERAL TERMS AND CONDITIONS

This award is funded by the SAMHSA State Opioid Response Grants (SOR) CFDA 93.788, 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:

Z. MANDATORY FEDERAL FORMS

1. Sample of Business Associate Agreement (Form D)
2. Compliance with Federal Financial Accountability Transparency Act (Form H)
3. Assurance of Compliance with SAMHSA Charitable Choice Statutes and Regulations SMA 170 (Form I)
4. Federal Grant Fund Certifications and Assurances: (Form J)
 - a. Prime Notice of Award (J.1)
 - b. Fiscal Year 2022—Award Standard Terms (J.2)
5. Unique Entity Identifier (UEI) Information and Acknowledgment Form (Form K)
6. Civil Rights Requirements (Form L)
7. Limited English Proficiency Certification (Form M)
8. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (N)
9. Procurement Standards—2 CFR Part 200 & HHS Uniform Guidance 45 CFR Part 76 (Form O)
10. Subaward Data. Information will be updated throughout the term of the subaward

ZZ. COMPLIANCE WITH THE FEDERAL AWARDEE PERFORMANCE AND INTEGRITY INFORMATION SYSTEM

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

Service Provider shall comply with the non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or passthrough entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII to this part are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in §200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.) [85 FR 49539, Aug. 13, 2020] Appendix XII to Part 200 - Award Term and Condition for Recipient Integrity and Performance Matters.

B. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
 - 1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - 2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - 3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either

a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

4) Any other criminal, civil, or administrative proceeding if:

- i. It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
- ii. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
- iii. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

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

4. Reporting Frequency

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

5. Definitions

For purposes of this award term and condition:

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

with a recipient cost share or match; and

2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

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

II. SCOPE OF WORK

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

Professional services will include and are not limited to:

SCOPE OF WORK

The Guam Opioid Response Project (GORP) aims to address the opioid crisis by increasing access to medication-assisted treatment using the three FDA-approved medications for the treatment of opioid use disorder, reducing unmet treatment need, and reducing opioid overdose related deaths through the provision of prevention, treatment, and recovery activities for opioid use disorders (OUD) (including prescription opioids, heroin, and illicit fentanyl and fentanyl analogs). These grants are awarded to states and territories via formula. The program also includes a 15 percent set aside for the ten states with the highest mortality rate related to drug overdose deaths.

Peer Recovery Specialist Services

1. Service Provider will employ five (5) (full-time or part time) certified peer recovery specialists to provide direct peer support and recovery coaching for the 24-Hour Warmline and Screening, Brief Intervention and Referral to Treatment (SBIRT) services.
2. Provide administrative and operational oversight of peer recovery support specialists to include training, schedule coordination, and supervision.
3. Provide peer recovery support to individuals experiencing symptoms (triggers, cravings, and relapse) related to substance use.
4. Be able to support individuals experiencing a mental health episode or crisis.
5. Attend court hearings and staffing with consumers.
6. Assist and support individuals in navigating appropriate service systems and identifying resources.
7. Assist in identifying a natural support system within the individual's community.
8. Participate in New Beginnings and NGO treatment providers meetings as requested or needed.
9. Service Provider will recruit and train individuals to provide peer support, recovery coaching, and to guide and link consumers to recovery support services.
10. Service Provider will also train and prepare these 20 peers for the IC&RC (International Certification & Reciprocity Consortium) Peer Recovery Certification.
11. The Service Provider will continue the Warmline and update a Memorandum of Agreement with the Guam Memorial Hospital & Guam Regional Medical Center Emergency rooms (ER). ER physicians will contact the Warmline for peers to respond to the ER for patients who come in with an SUD and/or OUD related incident. Service

Provider will provide Peer Support and SBIRT and coordinate referral to treatment and provide transportation to treatment if necessary.

12. The Service Provider will also provide assistance in the development and implementation of the SUD Prevention Curriculum project in the 4 local schools.

This scope of work was written by Athena Marie Duenas, Program Director, Drug and Alcohol Branch approved by Carissa E. Pangelinan, GBHWC Acting Director.

III. PROPOSAL CONTENTS, REQUIREMENTS, AND INSTRUCTIONS

A. GENERAL INSTRUCTIONS

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

1. Title Page

The title page must have the name of the Offeror, name of business (if applicable), the location of the Offeror's principal place of business, telephone and facsimile numbers, and email address.

2. Table of Contents

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

3. 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. However, the contract shall be executed with a "wet" signature of an executive or delegated individual of the firm or organization. (Form B)

4. Licenses, certifications, financial statements.

A business license, the offeror's federal employer identification number (EIN), or tax identification number (TIN), if any. Current financial statement or audit of the past five years of operation. (Form C)

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 II Scope of Work, and a statement of positive commitment and willingness to perform the services.

6. Background Summary:
 - a. Description of Organization
 - b. History of the Organization (the number of years the offeror has been in business and average number of its employees (if any) over the past year.
 - c. Organizational Philosophy
 - d. Unique Characteristics
 - e. Organizational Chart, if applicable
6. Skills and Experiences:
 - a. Previous Skills and Experiences relevant to the expectations of the service provider set forth in Section II: Scope of Work.
 - b. Previous Experience serving the Target Population outlined in Section II: Scope of Work
 - c. A list of other contracts or work performed for services similar in scope, size and discipline for the required services, which the Offeror, Contractor and/or project members substantially performed or accomplished over the previous two to five years. The contracts or work performed described should only pertain to those services contained in Section II, Scope of Work.
7. Project Personnel and Community Partners, if applicable:
 - a. Project Leader's academic background (education and specialized training), skills (abilities and qualifications) and community development work experience with similar projects
 - b. Staff Position Titles/Description of work responsibilities
 - c. Community Partners – organization/volunteers, past or current
8. Service Delivery
 - a. Proposed Services (a discussion of the program that the Contractor will undertake to accomplish the objectives of this project and the work described in Section II: Scope of Work).
 - b. Target Population (a discussion of how the proposed services will serve the target population outlined in Section II: Scope of Work)
 - c. Timeline for delivery of services to program; meeting of project timelines while managing current workload of the offeror.
9. Letters, awards or other forms of recognition that demonstrate confidence in the Offeror's work performed and experience.

10. Reporting System
 - a. Regular progress reporting mechanism
11. Mandatory Forms – must be filled out and signed with an original (“wet”) signature; no electronic signature (“live”) will be accepted.
 - a. Proposal Registration (Form A)
 - b. Proposal Signature (Form B)
 - c. Submitting All Licenses (Form C)
 - d. Affidavit re Disclosing Ownership, Influence, Commissions and Conflicts of Interest—AG Procurement Form 002 (Form C.1)
 - e. Affidavit re Non-Collusion – AG Procurement Form 003 (Form C.2)
 - f. No Gratuities or Kickbacks Affidavit – AG Procurement Form 004 (Form C.3)
 - g. Ethical Standards Affidavit – AG Procurement Form 005 (Form C.4)
 - h. Wage Determination and Benefit – AG Procurement Form 006 (Form C.5)
 - i. Contingent Fees – AG Procurement Form 007 (Form C.6)
 - j. Acknowledgment of Sample Business Associate Agreement (Form D)
 - k. Cost Proposal (Annual Budget) (Form F)
 - l. Compliance with Federal Financial Accountability Transparency Act (Form H)
 - m. Assurance of Compliance with SAMHSA Charitable Choice Statutes and Regulations SMA 170 (Form I)
 - n. Federal Grant Fund Certification and Assurances (Form J)
 - o. Unique Entity Identifier Number Information and Acknowledgment Form (Form K)
 - p. Civil Rights Requirements (Form L)
 - q. Limited English Proficiency Certification (Form M)
 - r. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Form N)
 - s. Procurement Standards – 2 CFR Part 200 & HHS Uniform Guidance 45 CFR Part 76 (Form O)

B. REQUIREMENTS AND INSTRUCTIONS

1. All proposals shall be submitted in writing. It should include a listing of current and former business clients and a description of the type of work performed or being performed. If the offeror is a firm, the proposal should include a resume of the firm's principal(s).
2. The offeror is required to read each page of the proposal and by the act of submitting a proposal shall be deemed to have accepted all conditions contained therein except as noted elsewhere. In no case will failure to inspect constitute grounds for a claim or for the withdrawal of a proposal after opening. The proposals shall be filled out in ink or typewritten and signed in ink. The erasures or other changes in a proposal must be explained or noted over the signature of the offeror. The erasures, strikeouts, or other types of changes that are evident on their face made to a proposal must be explained or noted over the signature of the offeror. The proposals containing any conditions, omissions, unexplained erasures or alterations or items not called for in the proposal or irregularities of any kind shall be rejected by GBHWC as being incomplete.
3. The GBHWC also requires respondents to present satisfactory evidence that the staff and personnel have sufficient experience and are qualified to provide these services. Entities submitting proposal must be able to demonstrate in detail their stability in the community to provide the scopes of work stated in Section II. The proposal must include current resumes of service staff with experience and expertise. The following lists the minimum qualifications for treatment staff with at least four members as the Certified Peer Recovery Specialist Services and one identified as the Lead Certified Peer Recovery Specialist.

IV. GENERAL PROCEDURES

A. QUESTIONS

On or before 4:30 p.m. on March 29, 2023, questions concerning this request for proposal may be asked in writing and written answers will be given as soon as possible before the deadline. Hard or electronic copies of the question(s) and answer(s) will be sent only to interested parties who have registered.

Questions regarding this RFP should be written and addressed to GBHWC Director through U.S. Mail, hand delivery, facsimile, telephone (671) 649-6948, or email to marilyn.aflague@gbhwc.guam.gov.

If the question(s) requires an interpretation of the request for proposal or is relevant to all the offerors, then an amendment will be issued and notice posted on the GBHWC website and a fax or email sent to interested parties who have registered.

B. PROPOSAL SUBMISSIONS AND REGISTRATION

1. All proposals and modifications shall be time stamped upon receipt and held in a secure place until the established submission due date below. Proposals and modifications received after the submission 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. Chamorro Standard Time April 6, 2023.**
2. All proposals must be submitted via U.S. mail, courier or hand-delivered to the attention of the GBHWC Director. Proposals will not be accepted via facsimile (fax) or electronic mail (e-mail) as these two mediums do not allow proposals to be sealed or submitted in an original form with multiple copies.

Mailing & Delivery Address:

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

Offeror shall submit together in sealed, separate envelopes:

- a.) One (1) original, one (1) electronic copy (USB flash drive) and four (4) hard copies of the **technical part** of the proposal and

- b.) One (1) original four (4) hard copies of the **cost/budget** proposal.
 - c.) Offeror shall submit 1 original, 1 electronic copy (flash drive) and four (4) hard copies of the proposal. Envelope must be sealed and marked on the face with the name and address of the offeror, the proposal number and the time and date of submission.
- 3. Offeror must submit the Cost/Budget proposal in a separate sealed envelope (1 original and 4 copies) at the same time the proposal is submitted. Envelope must be sealed and marked on the face with the name and address of the offeror, the proposal number and the time and date of submission.
 - 4. No facsimile or emailed proposals will be accepted.
 - 5. Proposals may be hand-carried and received at the GBHWC on or before the submission due date and time. You may call (671) 647-1901, 647-5400, 647-5397 or 647-5010 for an on-site official receipt.
 - 6. Proposals received through the mail will not be accepted if such mail is received at the address showing above after the submission due date and time.
 - 7. Under no circumstances will the GBHWC accept a late proposal unless GBHWC is closed by shutdown, local emergency or natural disaster.

C. OPENING OF PROPOSALS

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

D. PROPOSAL EVALUATION AND ASSIGNED WEIGHTS

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

EVALUATION CRITERIA	ASSIGNED WEIGHTS
Introduction/Understanding of RFP: The organization's familiarity with the needs of the consumers and knowledge of overall services and support required. The alignment of its organizational vision, mission and purpose with the vision and mission of GBHWC, and goals and objectives of the GORP Project.	10 points
Work Plan/Project Execution: The organization's description of how they will provide services detailed in Section II, Scope of Work, including schedule of activities and timelines.	35 points
Corporate Experience: Established experience and credibility in successfully managing projects, inclusive of similar projects accomplished or underway. Demonstrated ability to meet schedules, deadlines or reporting requirements for the contract period.	15 points
Qualification of Personnel: The qualifications and abilities of key personnel proposed to be assigned to perform the services as reflected by technical training/certification, education, and other specific experience relevant to carrying out the Scope of Work.	20 points
Current Financial Statements or audit within the last five years that demonstrates offeror's financial ability to sustain first year's operations without the contract revenue from this proposal.	10 points
Equipment & Facilities: The equipment, computer systems, and facilities to perform and deliver the required services that are available or will be made readily available at the time of contracting.	10 points
Total	100 points

E. DISCUSSION

1. Discussions Permissible. The head of the agency conducting the procurement or the appointed review panel shall evaluate all proposals submitted and may conduct discussion(s) with any Offeror. The purposes of such discussion shall be to:
 - a. Determine in greater detail such offeror's qualifications or clarification on information submitted, and

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

F. NEGOTIATION AND AWARD OF CONTRACT

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

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

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

G. 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.

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

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

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

V. CONTRACTUAL TERMS

A. GENERAL REQUIREMENTS

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

B. SAMPLE CONTRACT (Form E) (to be added as amendment)

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

GBHWC 2023-02 EXHIBIT TABLE OF CONTENTS**All Exhibit forms must be signed with Original “Wet” Signatures and Notorized (as applicable).**

EXHIBIT/APPENDICE #	Designation	Description	Page No(s).
EXHIBIT 1	A	Proposal Registration	1
EXHIBIT 2	B	Proposal Signature Form	2
EXHIBIT 3	C	Form Submitting All Licenses and Affidavits	3
EXHIBIT 4	C.1	Affidavit Disclosing Ownership, Influence, Commissions, and Conflicts of Interest (AG 002)	4-7
EXHIBIT 5	C.2	Affidavit Re Non-Collusion (AG 003)	8
EXHIBIT 6	C.3	Affidavit Re Gratuities or Kickbacks (AG 004)	9
EXHIBIT 7	C.4	Affidavit Re Ethical Standards (AG 005)	10
EXHIBIT 8	C.5	Declaration Re Compliance with U.S. DOL Wage Determination (AG 006 & SCA Attachment)	11-21
EXHIBIT 9	C.6	Affidavit Re Contingent Fees (AG 007)	22
EXHIBIT 10	D	Sample of Business Associate Agreement Provisions (must acknowledge last page)	23-30
EXHIBIT 11	E	Contract Sample (to be added as an amendment)	
EXHIBIT 12	F	Cost/Budget Proposal (Must be in separate, sealed envelope)	31-32
APPENDIX 1	G	COVID Guidelines—Staff Vaccination Requirements CMS QSO-23-02	33-35
	G.1	CMS QSO-23-02 ALL Community Mental Health Center—Attachment M	36-46
	G.2	Executive Office of the President, Office of Management and Budget—White House Policy Stance January 30, 2023	47-48
EXHIBIT 13	H	Compliance with Federal Financial Accountability Transparency Act	49-51
EXHIBIT 14	I	Assurance of Compliance with SAMHSA Charitable Choice Statutes and Regulations SMA 170	52
EXHIBIT 15	J	Federal Grant Fund Certifications and Assurances	53-56

APPENDIX 2	J.1	Notice of Award	57-71
APPENDIX 3	J.2	SAMHSA: Fiscal Year 2022- Award Standard Terms	72-85
EXHIBIT 16	K	UEI Information and Acknowledgment Form	86-89
EXHIBIT 17	L	Civil Rights Requirements	90
EXHIBIT 18	M	Limited English Proficiency Certification	91
EXHIBIT 19	N	Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion	92
EXHIBIT 20	O	Procurement Standards—2 CFR Part 200 & HHS Uniform Guidance 45 CFR Part 76	93-96



**GUAM BEHAVIORAL HEALTH
AND WELLNESS CENTER
GBHWC RFP 2023-02**

Guam Opioid Response Project
24-Hour Warmline and Peer Support Services
for Individuals with Substance Use Disorder (SUD) or Opioid Use Disorder (OUD)

PROPOSAL REGISTRATION (Form A)

The individual, firm, entity or organization identified below is an interested party and/or “Offeror” to GBHWC RFP 2023-02 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.

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

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

This form must be included with the proposal.

PROPOSAL SIGNATURE FORM**Form B****For GBHWC RFP 2023-02**

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) _____

Licenses, Certifications, Financial Statements, & Audit Form and Checklist

Individual/Organization Name: _____

Authorized Representative: _____

CHECK BOX	Description	Additional Information
	Business License(s)	<input type="checkbox"/> Guam <input type="checkbox"/> Other (please specify): _____
	EIN/ TIN	_____
	Non-Profit Certification (if applicable)	
	Other Certifications (if applicable)	List of certifications included: _____ _____
	Financial Statements or Audit	Years Encompassed: _____ _____
	C.1 AG 002: AFFIDAVIT DISCLOSING OWNER- SHIP, INFLUENCE, COMMIS- SIONS, AND CONFLICTS	Wet Signature and Notorized
	C.2 AG 003: AFFIDAVIT RE NON-COLLUSION	Wet Signature and Notorized
	C.3 AG 004: AFFIDAVIT RE GRATUITIES OR KICKBACKS	Wet Signature and Notorized
	C.4 AG 005: AFFIDAVIT RE ETHICAL STANDARDS	Wet Signature and Notorized
	C.5 AG 006: U.S. DOL Wage Determination	Wet Signature
	C.6 AG 007: AFFIDAVIT RE CONTINGENT FEES	Wet Signature and Notorized

AG Procurement Form 002

**AFFIDAVIT DISCLOSING OWNERSHIP, INFLUENCE, COMMISSIONS AND
CONFLICTS OF INTEREST**

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

CITY OF _____)
) ss.
 ISLAND OF GUAM)

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

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

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

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

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

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

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

Name of >10% Owner Business or Artificial Person:

--

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

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

--

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

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

Second Tier Owner Name _____

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

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

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

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

Name	Principal Place of Business Street Address	Amount of Compensation

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

Name	Principal Place of Business Street Address

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

Name	Principal Place of Business Street Address

///

///

Affidavit Disclosing Ownership, Influence,
Commissions and Conflicts of Interest
AG Procurement Form 002 (Rev. 11/17/2021)

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

Executed on: _____
(date)

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

Subscribed and sworn to before me

This ____ day of _____, 20 ____.

NOTARY PUBLIC

My commission expires: _____

AFFIDAVIT RE NON-COLLUSION

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

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

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

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

Signature of one of the following:

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

Subscribed and sworn to before me

this _____ day of _____, 20____.

NOTARY PUBLIC

My commission expires _____, _____.

AG Procurement Form 003 (Jul. 12, 2010)

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 _____, _____.

AG Procurement **Form 004** (Jul. 12, 2010)

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 _____, _____.

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

AG Procurement Form 006 (Feb. 16, 2010)

"REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210
		Wage Determination No.: 2015-5693
Daniel W. Simms		Revision No.: 18
Director	Division of	Date Of Last Revision: 12/27/2022
	Wage Determinations	

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 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 2023.
---	--

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at 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		14.27***
01012 - Accounting Clerk II		16.02***
01013 - Accounting Clerk III		17.93
01020 - Administrative Assistant		21.43
01035 - Court Reporter		17.40
01041 - Customer Service Representative I		12.66***
01042 - Customer Service Representative II		14.23***
01043 - Customer Service Representative III		15.53***
01051 - Data Entry Operator I		12.15***
01052 - Data Entry Operator II		13.25***
01060 - Dispatcher, Motor Vehicle		17.39
01070 - Document Preparation Clerk		13.85***
01090 - Duplicating Machine Operator		13.85***
01111 - General Clerk I		11.08***
01112 - General Clerk II		12.09***
01113 - General Clerk III		13.57***
01120 - Housing Referral Assistant		19.39
01141 - Messenger Courier		11.37***
01191 - Order Clerk I		12.57***
01192 - Order Clerk II		13.71***
01261 - Personnel Assistant (Employment) I		15.95***
01262 - Personnel Assistant (Employment) II		17.85

EXHIBITS GBHWC RFP 2023-02 Guam Opioid Response Project:
24-Hour Warmline and Peer Recovery Specialist Services
For Individuals with Substance Use Disorder (SUD) Or Opioid Use Disorder (OUD)

01263 - Personnel Assistant (Employment) III	19.89
01270 - Production Control Clerk	22.97
01290 - Rental Clerk	11.10***
01300 - Scheduler, Maintenance	15.55***
01311 - Secretary I	15.55***
01312 - Secretary II	17.40
01313 - Secretary III	19.39
01320 - Service Order Dispatcher	15.40***
01410 - Supply Technician	21.43
01420 - Survey Worker	16.96
01460 - Switchboard Operator/Receptionist	10.78***
01531 - Travel Clerk I	13.01***
01532 - Travel Clerk II	14.12***
01533 - Travel Clerk III	15.09***
01611 - Word Processor I	14.53***
01612 - Word Processor II	16.31
01613 - Word Processor III	18.26
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	17.01
05010 - Automotive Electrician	15.97***
05040 - Automotive Glass Installer	14.94***
05070 - Automotive Worker	14.94***
05110 - Mobile Equipment Servicer	12.82***
05130 - Motor Equipment Metal Mechanic	17.01
05160 - Motor Equipment Metal Worker	14.94***
05190 - Motor Vehicle Mechanic	17.01
05220 - Motor Vehicle Mechanic Helper	11.73***
05250 - Motor Vehicle Upholstery Worker	13.90***
05280 - Motor Vehicle Wrecker	14.94***
05310 - Painter, Automotive	15.97***
05340 - Radiator Repair Specialist	14.94***
05370 - Tire Repairer	12.67***
05400 - Transmission Repair Specialist	17.01
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.89***
07041 - Cook I	14.44***
07042 - Cook II	16.84
07070 - Dishwasher	9.35***
07130 - Food Service Worker	9.69***
07210 - Meat Cutter	12.13***
07260 - Waiter/Waitress	9.45***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.04
09040 - Furniture Handler	10.95***
09080 - Furniture Refinisher	18.04
09090 - Furniture Refinisher Helper	13.27***
09110 - Furniture Repairer, Minor	15.70***
09130 - Upholsterer	18.04
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.35***
11060 - Elevator Operator	9.54***
11090 - Gardener	14.28***
11122 - Housekeeping Aide	9.54***
11150 - Janitor	9.54***
11210 - Laborer, Grounds Maintenance	10.79***
11240 - Maid or Houseman	9.39***
11260 - Pruner	9.66***
11270 - Tractor Operator	13.07***
11330 - Trail Maintenance Worker	10.79***
11360 - Window Cleaner	10.66***
12000 - Health Occupations	
12010 - Ambulance Driver	18.23
12011 - Breath Alcohol Technician	18.23
12012 - Certified Occupational Therapist Assistant	25.01
12015 - Certified Physical Therapist Assistant	25.01

12020 - Dental Assistant	17.94
12025 - Dental Hygienist	39.73
12030 - EKG Technician	27.43
12035 - Electroneurodiagnostic Technologist	27.43
12040 - Emergency Medical Technician	18.23
12071 - Licensed Practical Nurse I	16.30
12072 - Licensed Practical Nurse II	18.23
12073 - Licensed Practical Nurse III	20.32
12100 - Medical Assistant	12.26***
12130 - Medical Laboratory Technician	18.82
12160 - Medical Record Clerk	14.97***
12190 - Medical Record Technician	17.77
12195 - Medical Transcriptionist	16.30
12210 - Nuclear Medicine Technologist	40.06
12221 - Nursing Assistant I	12.21***
12222 - Nursing Assistant II	13.73***
12223 - Nursing Assistant III	14.98***
12224 - Nursing Assistant IV	16.82
12235 - Optical Dispenser	18.23
12236 - Optical Technician	16.30
12250 - Pharmacy Technician	15.49***
12280 - Phlebotomist	16.30
12305 - Radiologic Technologist	27.43
12311 - Registered Nurse I	23.18
12312 - Registered Nurse II	28.36
12313 - Registered Nurse II, Specialist	28.36
12314 - Registered Nurse III	34.32
12315 - Registered Nurse III, Anesthetist	34.32
12316 - Registered Nurse IV	41.13
12317 - Scheduler (Drug and Alcohol Testing)	22.58
12320 - Substance Abuse Treatment Counselor	22.58
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.42
13012 - Exhibits Specialist II	26.53
13013 - Exhibits Specialist III	32.45
13041 - Illustrator I	21.42
13042 - Illustrator II	26.53
13043 - Illustrator III	32.45
13047 - Librarian	29.38
13050 - Library Aide/Clerk	17.05
13054 - Library Information Technology Systems Administrator	26.53
13058 - Library Technician	18.11
13061 - Media Specialist I	19.15
13062 - Media Specialist II	21.42
13063 - Media Specialist III	23.87
13071 - Photographer I	19.15
13072 - Photographer II	21.42
13073 - Photographer III	26.53
13074 - Photographer IV	32.45
13075 - Photographer V	39.27
13090 - Technical Order Library Clerk	21.42
13110 - Video Teleconference Technician	19.15
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.71***
14042 - Computer Operator II	17.22
14043 - Computer Operator III	19.19
14044 - Computer Operator IV	21.33
14045 - Computer Operator V	23.62
14071 - Computer Programmer I	(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		21.33
14170 - System Support Specialist		21.24
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		24.23
15020 - Aircrew Training Devices Instructor (Rated)		29.32
15030 - Air Crew Training Devices Instructor (Pilot)		34.91
15050 - Computer Based Training Specialist / Instructor		24.23
15060 - Educational Technologist		27.61
15070 - Flight Instructor (Pilot)		34.91
15080 - Graphic Artist		20.47
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		34.91
15086 - Maintenance Test Pilot, Rotary Wing		34.91
15088 - Non-Maintenance Test/Co-Pilot		34.91
15090 - Technical Instructor		17.67
15095 - Technical Instructor/Course Developer		23.78
15110 - Test Proctor		15.70***
15120 - Tutor		15.70***
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.37***
16030 - Counter Attendant		10.37***
16040 - Dry Cleaner		11.84***
16070 - Finisher, Flatwork, Machine		10.37***
16090 - Presser, Hand		10.37***
16110 - Presser, Machine, Drycleaning		10.37***
16130 - Presser, Machine, Shirts		10.37***
16160 - Presser, Machine, Wearing Apparel, Laundry		10.37***
16190 - Sewing Machine Operator		12.34***
16220 - Tailor		12.83***
16250 - Washer, Machine		10.86***
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.46
19040 - Tool And Die Maker		24.46
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		13.96***
21030 - Material Coordinator		22.97
21040 - Material Expediter		22.97
21050 - Material Handling Laborer		11.43***
21071 - Order Filler		10.62***
21080 - Production Line Worker (Food Processing)		13.96***
21110 - Shipping Packer		17.12
21130 - Shipping/Receiving Clerk		17.12
21140 - Store Worker I		15.38***
21150 - Stock Clerk		21.62
21210 - Tools And Parts Attendant		13.96***
21410 - Warehouse Specialist		13.96***
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		25.04
23019 - Aircraft Logs and Records Technician		19.47
23021 - Aircraft Mechanic I		23.84
23022 - Aircraft Mechanic II		25.04
23023 - Aircraft Mechanic III		26.30
23040 - Aircraft Mechanic Helper		16.58
23050 - Aircraft, Painter		22.39
23060 - Aircraft Servicer		19.47
23070 - Aircraft Survival Flight Equipment Technician		22.39
23080 - Aircraft Worker		21.03
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		21.03
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II		23.84
23110 - Appliance Mechanic		19.46
23120 - Bicycle Repairer		15.61***
23125 - Cable Splicer		21.55

23130 - Carpenter, Maintenance	17.58
23140 - Carpet Layer	18.20
23160 - Electrician, Maintenance	18.21
23181 - Electronics Technician Maintenance I	18.20
23182 - Electronics Technician Maintenance II	19.46
23183 - Electronics Technician Maintenance III	20.72
23260 - Fabric Worker	16.94
23290 - Fire Alarm System Mechanic	16.77
23310 - Fire Extinguisher Repairer	15.61***
23311 - Fuel Distribution System Mechanic	20.72
23312 - Fuel Distribution System Operator	15.61***
23370 - General Maintenance Worker	13.21***
23380 - Ground Support Equipment Mechanic	23.84
23381 - Ground Support Equipment Servicer	19.47
23382 - Ground Support Equipment Worker	21.03
23391 - Gunsmith I	15.61***
23392 - Gunsmith II	18.20
23393 - Gunsmith III	20.72
23410 - Heating, Ventilation And Air-Conditioning Mechanic	17.88
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	19.02
23430 - Heavy Equipment Mechanic	19.50
23440 - Heavy Equipment Operator	17.98
23460 - Instrument Mechanic	20.72
23465 - Laboratory/Shelter Mechanic	19.46
23470 - Laborer	11.43***
23510 - Locksmith	19.46
23530 - Machinery Maintenance Mechanic	23.13
23550 - Machinist, Maintenance	20.72
23580 - Maintenance Trades Helper	10.99***
23591 - Metrology Technician I	20.72
23592 - Metrology Technician II	22.03
23593 - Metrology Technician III	23.33
23640 - Millwright	20.72
23710 - Office Appliance Repairer	19.46
23760 - Painter, Maintenance	15.49***
23790 - Pipefitter, Maintenance	18.39
23810 - Plumber, Maintenance	17.27
23820 - Pneudraulic Systems Mechanic	20.72
23850 - Rigger	20.72
23870 - Scale Mechanic	18.20
23890 - Sheet-Metal Worker, Maintenance	17.77
23910 - Small Engine Mechanic	18.20
23931 - Telecommunications Mechanic I	19.76
23932 - Telecommunications Mechanic II	21.01
23950 - Telephone Lineman	18.75
23960 - Welder, Combination, Maintenance	18.31
23965 - Well Driller	21.13
23970 - Woodcraft Worker	20.71
23980 - Woodworker	15.61***
24000 - Personal Needs Occupations	
24550 - Case Manager	15.01***
24570 - Child Care Attendant	10.09***
24580 - Child Care Center Clerk	13.25***
24610 - Chore Aide	14.06***
24620 - Family Readiness And Support Services Coordinator	15.01***
24630 - Homemaker	16.12***
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.79
25040 - Sewage Plant Operator	22.89
25070 - Stationary Engineer	22.79
25190 - Ventilation Equipment Tender	15.72***
25210 - Water Treatment Plant Operator	22.89

27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90***
27007 - Baggage Inspector	9.63***
27008 - Corrections Officer	13.26***
27010 - Court Security Officer	13.26***
27030 - Detection Dog Handler	10.90***
27040 - Detention Officer	13.26***
27070 - Firefighter	13.26***
27101 - Guard I	9.63***
27102 - Guard II	10.90***
27131 - Police Officer I	13.26***
27132 - Police Officer II	14.74***
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.24***
28042 - Carnival Equipment Repairer	14.46***
28043 - Carnival Worker	9.78***
28210 - Gate Attendant/Gate Tender	13.18***
28310 - Lifeguard	11.01***
28350 - Park Attendant (Aide)	14.74***
28510 - Recreation Aide/Health Facility Attendant	11.84***
28515 - Recreation Specialist	18.26
28630 - Sports Official	11.74***
28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	26.02
29020 - Hatch Tender	26.02
29030 - Line Handler	26.02
29041 - Stevedore I	24.21
29042 - Stevedore II	27.82
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	41.27
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	28.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	31.33
30021 - Archeological Technician I	18.17
30022 - Archeological Technician II	20.33
30023 - Archeological Technician III	25.19
30030 - Cartographic Technician	25.19
30040 - Civil Engineering Technician	25.19
30051 - Cryogenic Technician I	27.89
30052 - Cryogenic Technician II	30.80
30061 - Drafter/CAD Operator I	18.17
30062 - Drafter/CAD Operator II	20.33
30063 - Drafter/CAD Operator III	22.66
30064 - Drafter/CAD Operator IV	27.89
30081 - Engineering Technician I	16.19***
30082 - Engineering Technician II	18.17
30083 - Engineering Technician III	20.33
30084 - Engineering Technician IV	25.19
30085 - Engineering Technician V	30.80
30086 - Engineering Technician VI	37.27
30090 - Environmental Technician	25.19
30095 - Evidence Control Specialist	25.19
30210 - Laboratory Technician	22.66
30221 - Latent Fingerprint Technician I	27.89
30222 - Latent Fingerprint Technician II	30.80
30240 - Mathematical Technician	25.19
30361 - Paralegal/Legal Assistant I	19.54
30362 - Paralegal/Legal Assistant II	24.21
30363 - Paralegal/Legal Assistant III	29.61
30364 - Paralegal/Legal Assistant IV	35.83
30375 - Petroleum Supply Specialist	30.80
30390 - Photo-Optics Technician	24.12
30395 - Radiation Control Technician	30.80
30461 - Technical Writer I	25.19
30462 - Technical Writer II	30.80

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

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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:

EXHIBITS GBHWC RFP 2023-02 Guam Opioid Response Project:
24-Hour Warmline and Peer Recovery Specialist Services
For Individuals with Substance Use Disorder (SUD) Or Opioid Use Disorder (OUD)

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

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

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

AFFIDAVIT RE CONTINGENT FEES

CITY OF _____)
) ss.
 ISLAND OF GUAM)

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

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

 Signature of one of the following:

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

Subscribed and sworn to before me

this _____ day of _____, 20____.

 NOTARY PUBLIC
 My commission expires _____, _____.

AG Procurement Form 007 (Jul. 15, 2010)

Business Associate Contracts**(Form D)****SAMPLE BUSINESS ASSOCIATE AGREEMENT PROVISIONS**

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

Introduction

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

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

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

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

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

Sample Business Associate Agreement Provisions

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

Definitions

Catch-all definition:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health

Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

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

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

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

Obligations and Activities of Business Associate

Business Associate agrees to:

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

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

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

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

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

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

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

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

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

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

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

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

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

Permitted Uses and Disclosures by Business Associate

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Permissible Requests by Covered Entity

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

Term and Termination

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

(b) Termination for Cause. Business associate authorizes termination of this Agreement by covered entity, if covered entity determines business associate has violated a material term of the Agreement [and business associate has not cured the breach or ended the violation within the time specified by covered entity]. [Bracketed language may be added if the covered entity wishes to provide the business associate with an opportunity to cure a violation or breach of the contract before termination for cause.]

(c) Obligations of Business Associate Upon Termination.

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

Upon termination of this Agreement for any reason, business associate shall return to covered entity [or, if agreed to by covered entity, destroy] all protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, that the business associate still maintains in any form. Business associate shall retain no copies of the protected health information.

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

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

1. Retain only that protected health information which is necessary for business associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to covered entity [or, if agreed to by covered entity, destroy] the remaining protected health information that the business associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as business associate retains the protected health information;
4. Not use or disclose the protected health information retained by business associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at [Insert section number related to paragraphs (e) and (f) above under “Permitted Uses and Disclosures By Business Associate”] which applied prior to termination; and
5. Return to covered entity [or, if agreed to by covered entity, destroy] the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.

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

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

Miscellaneous [Optional]

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

(b) [Optional] Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

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

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

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

Printed Name and Title of Official

Signature of Official Authorized

Date_____

ANNUAL COST PROPOSAL RFP 2023-02

Form F

Offeror: _____

Page 1 of 2

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

Category	Hourly Rate (for A & B)	FY 2023 Year One	FY 2024 Year Two	FY 2025 Year Three
A. Personnel				
(Attach Staffing Pattern)		\$	\$	
		\$	\$	
Total Personnel		\$	\$	
B. Benefits		\$	\$	
		\$	\$	
Total Benefits		\$	\$	
C. Travel				
		\$	\$	
Total Travel		\$	\$	
D. Supplies, Equipment, and Other				
		\$	\$	
		\$	\$	
		\$	\$	
Total Supplies, Equipment, and Other		\$	\$	
E. Contractual				
		\$	\$	
		\$	\$	
		\$	\$	
Total Contractual		\$	\$	
TOTAL PROPOSED BUDGET		\$	\$	

Signature: _____

Name: _____

Title: _____

Date: _____

Offer Amount: _____

(Same Amount for each contract year)

Cost Proposal ☐ Declined _____
(Reason)

Cost Proposal ☐ Accepted

Comments/Counter offer/Negotiation:

Accepted and agreed as negotiated by:

GBHWC:	Offeror:
By: _____	By: _____
(Signature & Date)	(Signature & Date)
Name: _____	Name: _____
Title: _____	Title: _____

GBHWC DIRECTOR'S APPROVAL

Offer is accepted and terms negotiated approved: _____
Director Date

Comment: _____

DEPARTMENT OF HEALTH & HUMAN SERVICES
Centers for Medicare & Medicaid Services
7500 Security Boulevard, Mail Stop C2-21-16
Baltimore, Maryland 21244-1850



Center for Clinical Standards and Quality/Quality, Safety & Oversight Group

Ref: QSO-23-02-ALL

DATE: October 26, 2022

TO: State Survey Agency Directors

FROM: Directors
Quality, Safety & Oversight Group (QSOG) and Survey & Operations
Group (SOG)

SUBJECT: Revised Guidance for Staff Vaccination Requirements

Memorandum Summary

- CMS is committed to taking critical steps to protect vulnerable individuals to ensure America's health care facilities are prepared to respond to the Coronavirus Disease 2019 (COVID-19) Public Health Emergency (PHE).
- On November 5, 2021, CMS published an interim final rule with comment period (IFC). This rule establishes requirements regarding COVID-19 vaccine immunization of staff among Medicare- and Medicaid-certified providers and suppliers.
- CMS is revising its guidance and survey procedures for all provider types related to assessing and maintaining compliance with the staff vaccination regulatory requirements.
- This memorandum replaces memoranda QSO 22-07-ALL Revised, and QSO 22-09-ALL Revised, and QSO 22-11-ALL Revised to consolidate the information into a single memorandum. The guidance in this memorandum applies to all states.

Background

On November 5, 2021, CMS issued an interim final rule with comment period ([86 FR 61555](#)) titled "Medicare and Medicaid Programs; Omnibus COVID-19 Health Care Staff Vaccination" (also referred herein as the "staff vaccination requirement"). This IFC revised the requirements to establish COVID-19 vaccination requirements for staff at applicable Medicare and Medicaid-certified providers and suppliers.

The staff vaccination requirement for all CMS-certified providers and suppliers has been enforced in all states since February 20, 2022. To date, most providers and suppliers surveyed by states have been found to be in substantial compliance with this requirement.

Hospitalizations and deaths from COVID-19 currently remain relatively low nationwide. This is a testament to the tools and protections in place today, particularly the work that federal, state, local,

and private partners have done to get over 226 million people vaccinated and over 111 million boosted.

Discussion

CMS is replacing QSO memoranda 22-07-ALL Revised, 22-09-ALL Revised, and 22-11-ALL Revised and is revising the interpretive guidance for all provider types found in Attachments A through N. The revisions address frequency of review of the Staff Vaccination requirements, as well as Immediate Jeopardy, Condition-level and actual harm determinations to ensure that deficiency citations recognize good faith efforts by providers/suppliers.

Vaccination Enforcement

Medicare and Medicaid-certified facilities are expected to comply with all applicable regulatory requirements, and CMS has a variety of established enforcement remedies. For nursing homes, home health agencies, and hospice (beginning in 2022), this includes civil monetary penalties, denial of payments, and—as a final measure—termination of participation from the Medicare and Medicaid programs. The sole enforcement remedy for noncompliance for hospitals and certain other acute and continuing care providers is termination; however, CMS’s primary goal is to bring health care facilities into compliance. Termination would generally occur only after providing a facility with an opportunity to make corrections and come into compliance.

CMS expects all providers’ and suppliers’ staff to have received the appropriate number of doses of the primary vaccine series unless exempted as required by law, or delayed as recommended by CDC. **Facility staff vaccination rates under 100% constitute noncompliance under the rule.** Noncompliance does not necessarily lead to termination, and facilities will generally be given opportunities to return to compliance. For example, a facility that is noncompliant and has implemented a plan to achieve compliance would not be subject to an enforcement action.

Review of Staff Vaccination Requirements

While Federal, State agencies (SAs), Accrediting Organization (AOs), and CMS-contracted surveyors may expand any survey to include staff vaccination requirement compliance review, SAs and AOs will only be expected to perform compliance reviews of the staff vaccination requirements as part of initial certification, standard recertification or reaccreditation surveys, and in response to specific complaint allegations related to the staff vaccination requirements. Surveyors may modify the staff vaccination compliance review if the provider/supplier was determined to be in substantial compliance with this requirement within the previous six weeks. Additional information and expectations for compliance can be found at the provider-specific guidance attached to this memorandum.

Provider-Specific Guidance

Guidance specific to provider types and certified suppliers is provided in the following attachments. The provider-specific guidance has been updated, and revised for assigning severity at Immediate Jeopardy, Harm, and Condition levels to align with [QSO-22-17-ALL](#). **State Survey Agencies should reach out to their CMS Location if they are considering citing vaccine requirements at immediate jeopardy, condition or actual harm levels.**

- Attachment A: LTC Facilities (nursing homes)
- Attachment B: ASC
- Attachment C: Hospice
- Attachment D: Hospitals
- Attachment E: PRTF

- Attachment F: ICF/IID
- Attachment G: Home Health Agencies
- Attachment H: CORF
- Attachment I: CAH
- Attachment J: OPT
- Attachment K: CMHC
- Attachment L: HIT
- Attachment M: RHC/FQHC
- Attachment N: ESRD Facilities

Enforcement Actions

CMS will follow current enforcement procedures based on the level of deficiency cited during a survey.

Contact:

DNH_TriageTeam@cms.hhs.gov for questions related to nursing homes;

QSOG_Emergencyprep@cms.hhs.gov for question related to acute and continuing care providers.

Effective Date: This policy should be communicated with all survey and certification staff, their managers, and the State/CMS Location training coordinators immediately.

/s/

Karen L. Tritz
Director, Survey & Operations Group

David R. Wright
Director, Quality, Safety & Oversight Group

cc: Survey and Operations Group Management
Attachments: A through N

Community Mental Health Center (CMHC) Attachment

Revised

This attachment *provides guidance to surveyors for determining compliance with the Staff Vaccination requirements, which apply to all states.*

M-0114**§ 485.904 Condition of participation: Personnel qualifications.**

(c) Standard: COVID-19 vaccination of center staff. The CMHC must develop and implement policies and procedures to ensure that all center staff are fully vaccinated for COVID-19. For purposes of this section, staff are considered fully vaccinated if it has been 2 weeks or more since they completed a primary vaccination series for COVID-19. The completion of a primary vaccination series for COVID-19 is defined here as the administration of a single-dose vaccine, or the administration of all required doses of a multi-dose vaccine.

(1) Regardless of clinical responsibility or client contact, the policies and procedures must apply to the following center staff, who provide any care, treatment, or other services for the center and/or its clients:

- (i) Center employees;**
- (ii) Licensed practitioners;**
- (iii) Students, trainees, and volunteers; and**
- (iv) Individuals who provide care, treatment, or other services for the center and/or its clients, under contract or by other arrangement.**

(2) The policies and procedures of this section do not apply to the following center staff:

- (i) Staff who exclusively provide telehealth or telemedicine services outside of the center setting and who do not have any direct contact with patients and other staff specified in paragraph (c)(1) of this section; and**
- (ii) Staff who provide support services for the center that are performed exclusively outside of the center setting and who do not have any direct contact with patients and other staff specified in paragraph (c)(1) of this section.**

(3) The policies and procedures must include, at a minimum, the following components:

- (i) A process for ensuring all staff specified in paragraph (c)(1) of this section (except for those staff who have pending requests for, or who have been granted, exemptions to the vaccination requirements of this section, or those**

staff for whom COVID-19 vaccination must be temporarily delayed, as recommended by the CDC, due to clinical precautions and considerations) have received, at a minimum, a single-dose COVID-19 vaccine, or the first dose of the primary vaccination series for a multi-dose COVID-19 vaccine prior to staff providing any care, treatment, or other services for the CMHC and/or its clients;

(ii) A process for ensuring that all staff specified in paragraph (c)(1) of this section are fully vaccinated for COVID-19, except for those staff who have been granted exemptions to the vaccination requirements of this section, or those staff for whom COVID-19 vaccination must be temporarily delayed, as recommended by the CDC, due to clinical precautions and considerations;

(iii) A process for ensuring the implementation of additional precautions, intended to mitigate the transmission and spread of COVID-19, for all staff who are not fully vaccinated for COVID-19;

(iv) A process for tracking and securely documenting the COVID-19 vaccination status for all staff specified in paragraph (c)(1) of this section;

(v) A process for tracking and securely documenting the COVID-19 vaccination status of any staff who have obtained any booster doses as recommended by the CDC;

(vi) A process by which staff may request an exemption from the staff COVID-19 vaccination requirements based on an applicable Federal law;

(vii) A process for tracking and securely documenting information provided by those staff who have requested, and for whom the CMHC has granted, an exemption from the staff COVID-19 vaccination requirements;

(viii) A process for ensuring that all documentation, which confirms recognized clinical contraindications to COVID-19 vaccines and which supports staff requests for medical exemptions from vaccination, has been signed and dated by a licensed practitioner, who is not the individual requesting the exemption, and who is acting within their respective scope of practice as defined by, and in accordance with, all applicable State and local laws, and for further ensuring that such documentation contains

(A) All information specifying which of the authorized COVID-19 vaccines are clinically contraindicated for the staff member to receive and the recognized clinical reasons for the contraindications; and

(B) A statement by the authenticating practitioner recommending that the staff member be exempted from the CMHC's COVID-19 vaccination requirements for staff based on the recognized clinical contraindications;

- (ix) A process for ensuring the tracking and secure documentation of the vaccination status of staff for whom COVID-19 vaccination must be temporarily delayed, as recommended by the CDC, due to clinical precautions and considerations, including, but not limited to, individuals with acute illness secondary to COVID-19, and individuals who received monoclonal antibodies or convalescent plasma for COVID-19 treatment; and
- (x) Contingency plans for staff who are not fully vaccinated for COVID-19.

GUIDANCE

DEFINITIONS

“Booster”: per Centers for Disease Control and Prevention ([CDC](https://www.cdc.gov)), refers to a dose of vaccine administered when the initial sufficient immune response to the primary vaccination series is likely to have waned over time.

“Clinical contraindications” refer to conditions or risks that preclude the administration of a treatment or intervention. With regard to recognized clinical contraindications to receiving a COVID-19 vaccine, facilities should refer to the CDC informational document, *Summary Document for Interim Clinical Considerations for Use of COVID-19 Vaccines Currently Authorized in the United States*, accessed at <https://www.cdc.gov/vaccines/covid-19/downloads/summary-interim-clinical-considerations.pdf>. For COVID-19 vaccines, according to the CDC, a vaccine is clinically contraindicated if an individual has a severe allergic reaction (e.g., anaphylaxis) after a previous dose or to component of the COVID-19 vaccine or an immediate (within 4 hours of exposure) allergic reaction of any severity to a previous dose or known (diagnosed) allergy to a component of the vaccine.

“Fully vaccinated” refers to staff who are two weeks or more from completion of their primary vaccination series for COVID-19.

“Good Faith Effort” refers to a provider that has taken aggressive steps toward achieving compliance with staff vaccination requirement **and/or** the provider has no or has limited access to vaccine, and has documented attempts to access to the vaccine.

“Primary Vaccination Series” refers to staff who have received a single-dose vaccine or all doses of a multi-dose vaccine for COVID-19.

“Staff” refers to individuals who provide any care, treatment, or other services for the CMHC and/or its clients, including employees; licensed practitioners; adult students, trainees, and volunteers; and individuals who provide care, treatment, or other services for the CMHC and/or its clients, under contract or other arrangement. This also includes individuals under contract or arrangement with the CMHC, including hospice and dialysis staff, physical therapists, occupational therapists, mental health professionals, licensed practitioners, or adult students, trainees or volunteers. **Staff would not include anyone who provides only**

telemedicine services or support services outside of the CMHC and who does not have any direct contact with clients and other staff specified in paragraph (c)(1).

“Temporarily delayed vaccination” refers to vaccination that must be temporarily deferred, as recommended by CDC, due to clinical considerations, including known COVID-19 infection until recovery from the acute illness (if symptoms were present) and criteria to discontinue isolation have been met (<https://www.cdc.gov/vaccines/covid-19/downloads/summary-interim-clinical-considerations.pdf>)

Background:

To protect CMHC patients from COVID-19, each CMHC must develop and implement policies and procedures as specified in §485.904(c) to ensure that all CMHC staff are fully vaccinated against COVID- 19. Per §485.904(c)(2), the requirements in this section do not apply to individuals who provide support services from a remote location and who do not enter the CMHC or have contact with patients or staff of the facility. For example, this may include a telehealth provider who does not visit the facility, such as a consultant conducting a telehealth visit, or a radiologist who reads x-rays outside of the facility, while the x-ray technician who performed the x-ray onsite will be subject to these requirements.

The vaccine may be offered and provided directly by the CMHC or, if unavailable at the facility, staff must obtain COVID-19 vaccines through a pharmacy partner, local health department, or other appropriate health entity.

There may also be many infrequent services and tasks performed in, or for, an CMHC that is conducted by “one-off” vendors, volunteers, and professionals. CMHCs are not required to ensure the vaccination of individuals who very infrequently provide ad hoc non-healthcare services (such as annual elevator inspection), services that are performed exclusively off-site, and are not at or adjacent to any site of client care (such as accounting services), but they may choose to extend COVID-19 vaccination requirements to them if feasible. CMHCs should consider the frequency of presence, services provided, and proximity to clients and staff.

Surveying for Compliance

Surveyors should focus on the staff that regularly work in the CMHC (e.g., weekly), using a phased-in approach as described below.

NOTE: Facility staff who have been suspended, or who are on extended leave (e.g., Family and Medical Leave Act (FMLA) leave, or Worker’s Compensation Leave), would not count as unvaccinated staff for determining compliance with this requirement.

Surveying for staff vaccination requirements is not required on Life Safety Code (LSC)-only complaints, or LSC-only follow-up surveys. Surveyors may modify the staff vaccination compliance review if the facility was determined to be in substantial compliance with this requirement within the previous six weeks.

CMHCs will be expected to meet the following:

Vaccination Enforcement

CMS expects all facilities' staff to have received the appropriate number of doses by the timeframes specified in the IFC unless exempted as required by law. **Facility staff vaccination rates under 100% of unexcepted staff constitute non-compliance under the rule.**

Noncompliance does not necessarily lead to termination, and facilities will generally be given opportunities to return to compliance. *For example, a facility that is noncompliant and has implemented a plan to achieve a 100% staff vaccination rate would not be subject to an enforcement action.*

Note: The requirements described above do not include the 14-day waiting period as identified by CDC for full vaccination. Rather these requirements are considered met with the completed vaccine series (i.e., one dose of a single dose vaccine, or final dose of a multi-dose vaccine series).

Policies and Procedures

The CMHC policies and procedures must be implemented and address each of the following components:

The CMHC must have a process for ensuring all staff (as defined above) have received at least a single-dose, or the first dose of a multi-dose COVID-19 vaccine series prior to providing any care, treatment, or other services for the facility and/or its patients.

The policy must also ensure those staff who are not yet fully vaccinated, or who have been granted an exemption or accommodation as authorized by law, or who have a temporary delay, adhere to additional precautions that are intended to mitigate the spread of COVID-19.

NOTE: Facilities have discretion to choose which additional precautions to implement that align with the intent of the regulation which is intended to “mitigate the transmission and spread of COVID-19 for all staff who are not fully vaccinated.” The requirement is not explicit and does not specify which actions must be taken.

Facilities may also consult with their local health departments to identify other actions that can potentially reduce the risk of COVID-19 transmission from unvaccinated staff.

The CMHC must track and securely document:

- Each staff member's vaccination status (this should include the specific vaccine received, and the dates of each dose received, or the date of the next scheduled dose for a multi-dose vaccine);
- Any staff member who has obtained any booster doses (this should include the specific vaccine booster received and the date of the administration of the booster);
- Staff who have been granted an exemption from vaccination (this should include the type of exemption and supporting documentation) requirements by the CMHC; and
- Staff for whom COVID-19 vaccination must be temporarily delayed and should track when the identified staff can safely resume their vaccination.

Facilities that employ or contract staff who telework full-time (e.g., 100 percent of their time is

remote from sites of resident care and staff who do work at sites of care) should identify these individuals as a part of implementing the facility's policies and procedures, but those individuals are not subject to the vaccination requirements. Note, however, that these individuals may be subject to other federal requirements for COVID-19 vaccination. Facilities have the flexibility to use the tracking tools of their choice; however, they must provide evidence of this tracking for surveyor review. Additionally, facilities' tracking mechanism should clearly identify each staff's role, assigned work area, and how they interact with residents.

Vaccination Exemptions:

Facilities must have a process by which staff may request an exemption from COVID-19 vaccination based on an applicable Federal law. This process should clearly identify how an exemption is requested, and to whom the request must be made. Additionally, facilities must have a process for collecting and evaluating such requests, including the tracking and secure documentation of information provided by those staff who have requested exemption, the facility's determination of the request, and any accommodations that are granted.

Note: Staff who are unable to furnish proper exemption documentation must be vaccinated or the facility must follow the actions for unvaccinated staff.

Medical Exemptions:

Certain allergies, or recognized medical conditions may provide grounds for an exemption. With regard to recognized clinical contraindications to receiving a COVID-19 vaccine, CMHCs should refer to the CDC informational document, *Summary Document for Interim Clinical Considerations for Use of COVID-19 Vaccines Currently Authorized in the United States*, accessed at <https://www.cdc.gov/vaccines/covid-19/downloads/summary-interim-clinical-considerations.pdf>. In general, CDC considers a history of a severe allergic reaction (e.g., anaphylaxis) after a previous dose or to a component of the COVID-19 vaccine, or an immediate allergic reaction of any severity to a previous dose, or known (diagnosed) allergy to a component of the COVID-19 vaccine, to be a contraindication to vaccination with COVID-19 vaccines.

Medical exemption documentation must specify which authorized or licensed COVID-19 vaccine is clinically contraindicated for the staff member and the recognized clinical reasons for the contraindication. The documentation must also include a statement recommending that the staff member be exempted from the CMHC's COVID-19 vaccination requirements based on the medical contraindications.

A staff member who requests a medical exemption from vaccination must provide documentation signed and dated by a licensed practitioner acting within their respective scope of practice and in accordance with all applicable State and local laws. The individual who signs the exemption documentation cannot be the same individual requesting the exemption.

CMHCs must have a process to track and secure documentation of the vaccine status of staff whose vaccine is temporarily delayed. CDC recommends a temporary delay in administering the COVID-19 vaccination due to clinical considerations, including known COVID-19 infection until recovery from the acute illness (if symptoms were present) and criteria to discontinue isolation have been met.

Non-Medical Exemptions, Including Religious Exemptions:

Requests for non-medical exemptions, such as a religious exemption in accordance with Title VII, must be documented and evaluated in accordance with each CMHC's policies and procedures. We direct CMHCs to the Equal Employment Opportunity Commission (EEOC) Compliance Manual on Religious Discrimination (<https://www.eeoc.gov/laws/guidance/section-12-religious-discrimination>) for information on evaluating and responding to such requests.

Note: Surveyors will **not** evaluate the details of the request for a religious exemption, **nor** the rationale for the CMHC's acceptance or denial of the request. Rather, surveyors will review to ensure the CMHC has an effective process for staff to request a religious exemption for a sincerely held religious belief.

Accommodations of Unvaccinated Staff with a Qualifying Exemption:

While accommodations could be appropriate under certain limited circumstances, no accommodation should be provided to staff that is not legally required. For individual staff members that have valid reasons for exemption facility can address those individually. Accommodations can be addressed in the CMHC's policies and procedures.

Facilities must have a process for ensuring that all staff are fully vaccinated for COVID-19, except for those staff who have been granted exemptions to the vaccination requirements of this section, or those staff for whom COVID-19 vaccination must be temporarily delayed, as recommended by CDC, due to clinical precautions and considerations.

Contingency Plans

For staff that are not fully vaccinated, the CMHC must develop contingency plans for staff who have not completed the primary vaccination series for COVID-19.

Contingency plans should include actions that the CMHC would take when staff have indicated that they will not get vaccinated and do not qualify for an exemption, but contingency plans should also address staff who are not fully vaccinated due to an exemption or temporary delay in vaccination, such as through the additional precautions. Facilities should prioritize contingency plans for those staff that have obtained no doses of any vaccine over staff that have received a single dose of a multi-dose vaccine. For example, contingency plans could include a deadline for staff to have obtained their first dose of a multiple-dose vaccine. The plans should also indicate the actions the CMHC will take if the deadline is not met, such as actively seeking replacement staff through advertising or obtaining temporary vaccinated staff until permanent vaccinated replacements can be found.

Survey Process

Compliance will be assessed through observation, interview, and record review as part of the survey process.

1. Entrance Conference

- Surveyors will ask CMHCs to provide vaccination policies and procedures. At a minimum, the policies and procedures must provide:

- A process for ensuring all required staff have received, at a minimum, the first dose of a multi-dose COVID-19 vaccine, or a one-dose COVID-19 vaccine, before staff provide any care, treatment, or other services for the CMHC and/or its clients;
 - A process for ensuring that all required staff are fully vaccinated;
 - A process for ensuring that the CMHC continues to follow all standards of infection prevention and control practice, for reducing the transmission and spread of COVID-19 in the CMHC, especially by those staff who are unvaccinated or who are not yet fully vaccinated;
 - A process for tracking and securely documenting the COVID-19 vaccination status for all required staff;
 - A process for tracking and securely documenting the COVID-19 vaccination status of any staff who have obtained any booster doses as recommended by the CDC;
 - A process by which staff may request an exemption from the staff COVID-19 vaccination requirements based on an applicable Federal law;
 - A process for tracking and securely documenting information provided by those staff who have requested, and for whom the center has granted, an exemption from the staff COVID-19 vaccination requirements;
 - A process for ensuring that all documentation, which confirms recognized clinical contraindications to COVID-19 vaccines and which supports staff requests for medical exemptions from vaccination, has been signed and dated by a licensed practitioner, who is not the individual requesting the exemption, and who is acting within their respective scope of practice as defined by, and in accordance with, all applicable State and local laws, and for further ensuring that such documentation contains—
 - all information specifying which of the authorized COVID-19 vaccines are clinically contraindicated for the staff member to receive and the recognized clinical reasons for the contraindications; **and**
 - a statement by the authenticating practitioner recommending that the staff member be exempted from the CMHC’s COVID-19 vaccination requirements for staff based on the recognized clinical contraindications;
 - A process for ensuring the tracking and secure documentation of the vaccination status of staff for whom COVID-19 vaccination must be temporarily delayed, as recommended by the CDC, due to clinical precautions and considerations, including, but not limited to, individuals with acute illness secondary to COVID-19, or individuals who received monoclonal antibodies or convalescent plasma for COVID-19 treatment; **and**
 - Contingency plans for staff that are not fully vaccinated for COVID-19.
- The CMHC will provide their process for how the CMHC ensures that their contracted staff are compliant with the vaccination requirement.

2. Record Review, interview, and observations:

- Surveyors will review the policies and procedures to ensure all components are present.
- Surveyors will review any contingency plans developed to mitigate the spread of COVID-19 infections by the CMHC that may include:
 - Requiring unvaccinated staff to follow additional, [CDC-recommended precautions](#), such as adhering to universal source control and physical distancing measures in areas that are restricted from client access (e.g., staff meeting rooms, kitchen), even if the facility or service site is located in a county with low to moderate community transmission.
 - Reassigning unvaccinated staff to non-client care areas, to duties that can be performed remotely (i.e., telework), or to duties which limit exposure to those most at risk (e.g., assign to clients who are not immunocompromised, unvaccinated);
 - Requiring at least weekly testing for unvaccinated staff, regardless of whether the facility or service site is located in a county with low to moderate community transmission
 - Requiring unvaccinated staff to use a NIOSH-approved N95 or equivalent or higher-level respirator for source control, regardless of whether they are providing direct care to or otherwise interacting with clients
- Surveyors will select a sample of staff based on current staff sample selection guidelines. Surveyors should also examine the documentation of each staff identified as unvaccinated due to medical contraindications. The sample should include (as applicable):
 - Direct care staff, including those contracted staff meeting the definition of staff (vaccinated and unvaccinated)
 - Contracted staff
 - Direct care staff with an exemption
- There should be a minimum of 6 direct care/patient engagement staff. This includes direct care contracted staff that are onsite at time of the survey. Of this 6-person sample, 4 should include vaccinated staff/contractors and 2 unvaccinated staff/contractors (1 that is not fully vaccinated and 1 with a medical exemption or temporary delay.) Two of the direct care staff sampled should be contractors.
- The list of vaccinated staff maintained by the facility are used for sampling staff. Please refer to survey process for instructions for sampling contracted staff.
- Surveyors should choose a sample of at least of 2 contracted staff (1 vaccinated and 1 unvaccinated or exempt) who are not included in those direct care contracted staff outlined above.

- For each individual identified by the CMHC as vaccinated, surveyors will:
 - Review CMHC records to verify vaccination status. Examples of acceptable forms of proof of vaccination include:
 - CDC COVID-19 vaccination record card (or a legible photo of the card),
 - Documentation of vaccination from a health care provider or electronic health record, or
 - State immunization information system record.
 - Conduct follow-up interviews with staff and administration if any discrepancies are identified. If applicable, determine if any additional doses were provided.

NOTE: Failure of contract staff to provide evidence of vaccination status reflects noncompliance and should be cited under the requirement to have policies and procedures for ensuring that all staff are fully vaccinated, except for those staff who have been granted exemptions or a temporary delay.

- For each individual identified by the CMHC as unvaccinated, surveyors will
 - Review CMHC records
 - Determine if they have been educated and offered vaccination
 - Interview staff and ask if they plan to get vaccinated if they have declined to get vaccinated and if they have a medical contraindication or religious exemption.
 - Request and review documentation of the medical contraindication.
 - Request to see employee record of the staff education on CMHC policy and procedure regarding unvaccinated individuals.
 - Observe staff providing care to determine compliance with current standards of practice with infection control and prevention.
- For each individual identified by the CMHC as unvaccinated due to a medical contraindication:
 - Review and verify that all required documentation is:
 - Signed and dated by physician or advanced practice provider
 - States the specific vaccine that is contraindicated and the recognized clinical reason for the contraindication with a statement recommending exemption.

General Information: https://www.cdc.gov/vaccines/covid-19/clinical-considerations/covid-19-vaccines-us.html?CDC_AA_refVal=https%3A%2F%2Fwww.cdc.gov%2Fvaccines%2Fcovid-19%2Finfo-by-product%2Fclinical-considerations.html

Citing Noncompliance - Level of Deficiency

Hospitalizations and deaths currently remain relatively low nationwide. This is a testament to the tools and protections in place today, particularly the work that federal, state, local, and private partners have done to get over 225 million people vaccinated and over 110 million boosted.

For instances of noncompliance identified through the survey process, the level of deficiency will be determined based on the threat posed to patient health and safety.

Situations indicating egregious noncompliance, such as a complete disregard for the requirements, should be cited at the condition level. Examples of egregious noncompliance could include more than 50% of staff being unvaccinated (unless exempted, or temporarily delayed), and/or policies and procedures have not been implemented as required. When there are egregious cases of noncompliance, state survey agencies should notify the CMS location of the information.

Examples of when noncompliance should be cited at the standard level could include less than 50% of staff being unvaccinated and/or 1 or more of the policies and procedures have not been implemented as required, but good faith efforts are being made toward compliance with the staff vaccine requirements.

***NOTE:** Regardless of a facility's compliance with the staff vaccination requirements, surveyors should closely investigate infection prevention and control practices to ensure proper practices are in use, such as proper use of personal protective equipment, transmission precautions which reflect current standards of practice, and/or other relevant infection prevention and control practices that are designed to minimize transmission of COVID-19.*

Plan of Correction and Good Faith Effort:

Facilities must submit a plan of correction (POC) demonstrating a good faith effort to correct the noncompliance. Examples of actions which demonstrate a good faith effort include, but are not limited to:

- *If the facility has no or has limited access to the vaccine, and the facility has documented attempts to obtain vaccine access (e.g., contact with the health department and pharmacies).*
- *If the facility provides evidence that they have taken aggressive steps to have all staff vaccinated, such as advertising for new staff, hosting vaccine clinics, etc. For example, if the POC demonstrates that the facility staff vaccination rate is 90% or more, and all policies and procedures were developed and implemented, this would be considered a good faith effort and the deficiency could be cleared, with the facility returned to substantial compliance.*

Enforcement Actions

CMS will follow current enforcement procedures based on the level of deficiency cited during the survey.



EXECUTIVE OFFICE OF THE PRESIDENT
OFFICE OF MANAGEMENT AND BUDGET
 WASHINGTON, D.C. 20503

January 30, 2023
 (House Rules)

STATEMENT OF ADMINISTRATION POLICY

H.R. 382 – A bill to terminate the public health emergency declared with respect to COVID-19

(Rep. Guthrie, R-KY, and 19 cosponsors)

H.J. Res. 7 – A joint resolution relating to a national emergency declared by the President on March 13, 2020

(Rep. Gosar, R-AZ, and 51 cosponsors)

The COVID-19 national emergency and public health emergency (PHE) were declared by the Trump Administration in 2020. They are currently set to expire on March 1 and April 11, respectively. At present, the Administration's plan is to extend the emergency declarations to May 11, and then end both emergencies on that date. This wind-down would align with the Administration's previous commitments to give at least 60 days' notice prior to termination of the PHE.

To be clear, continuation of these emergency declarations until May 11 does not impose any restriction at all on individual conduct with regard to COVID-19. They do not impose mask mandates or vaccine mandates. They do not restrict school or business operations. They do not require the use of any medicines or tests in response to cases of COVID-19.

However, ending these emergency declarations in the manner contemplated by H.R. 382 and H.J. Res. 7 would have two highly significant impacts on our nation's health system and government operations.

First, an abrupt end to the emergency declarations would create wide-ranging chaos and uncertainty throughout the health care system — for states, for hospitals and doctors' offices, and, most importantly, for tens of millions of Americans. During the PHE, the Medicaid program has operated under special rules to provide extra funding to states to ensure that tens of millions of vulnerable Americans kept their Medicaid coverage during a global pandemic. In December, Congress enacted an orderly wind-down of these rules to ensure that patients did not lose access to care unpredictably and that state budgets don't face a radical cliff. If the PHE were suddenly terminated, it would sow confusion and chaos into this critical wind-down. Due to this uncertainty, tens of millions of Americans could be at risk of abruptly losing their health insurance, and states could be at risk of losing billions of dollars in funding. Additionally, hospitals and nursing homes that have relied on flexibilities enabled by the emergency

declarations will be plunged into chaos without adequate time to retrain staff and establish new billing processes, likely leading to disruptions in care and payment delays, and many facilities around the country will experience revenue losses. Finally, millions of patients, including many of our nation's veterans, who rely on telehealth would suddenly be unable to access critical clinical services and medications. The most acutely impacted would be individuals with behavioral health needs and rural patients.

Second, the end of the public health emergency will end the Title 42 policy at the border. While the Administration has attempted to terminate the Title 42 policy and continues to support an orderly lifting of those restrictions, Title 42 remains in place because of orders issued by the Supreme Court and a district court in Louisiana. Enactment of H.R. 382 would lift Title 42 immediately, and result in a substantial additional inflow of migrants at the Southwest border. The number of migrants crossing the border has been cut in half, approximately, since the Administration put in place a plan in early January to deter irregular migration from Venezuela, Cuba, Nicaragua, and Haiti. The Administration supports an orderly, predictable wind-down of Title 42, with sufficient time to put alternative policies in place. But if H.R. 382 becomes law and the Title 42 restrictions end precipitously, Congress will effectively be requiring the Administration to allow thousands of migrants per day into the country immediately without the necessary policies in place.

The Administration strongly opposes enactment of H.R. 382 and H.J. Res. 7, which would be a grave disservice to the American people.

* * * * *

Form H

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/excomp.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 I

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 :

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

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, service providers 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 4 pages and additionally includes a copy of the Notice of Grant Award incorporated herein by reference as if fully re-written.

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

SUBMITTED BY:

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

Name of Authorized Official:

Name of Organization:

This form should be submitted in the Proposal Envelope

Form J.1

Notice of Award

FAIN# H79TI085788

Federal Award Date

09-23-2022



Department of Health and Human Services

Substance Abuse and Mental Health Services Administration

Center for Substance Abuse Treatment

<p>Recipient Information</p> <p>1. Recipient Name GUAM BEHAVIORAL HEALTH AND WELLNESS CENTER 790 GOV CARLOS CAMACHO RD TAMUNING, 96913</p> <p>2. Congressional District of Recipient 98</p> <p>3. Payment System Identifier (ID) 198001894712</p> <p>4. Employer Identification Number (EIN) 980018947</p> <p>5. Data Universal Numbering System (DUNS) 855031402</p> <p>6. Recipient's Unique Entity Identifier KMXQJ59F1RK4</p> <p>7. Project Director or Principal Investigator Athena M Duenas , MA athena.duenas@gbhwc.guam.gov 671-483-5150</p> <p>8. Authorized Official Theresa Arriola theresa.arriola@gbhvw.guam.gov 671-647-1901</p>	<p>Federal Award Information</p> <p>11. Award Number 1H79TI085788-01</p> <p>12. Unique Federal Award Identification Number (FAIN) H79TI085788</p> <p>13. Statutory Authority Consolidated Appropriations Act, of 2022-Public Law 117-103</p> <p>14. Federal Award Project Title GORP</p> <p>15. Assistance Listing Number 93.788</p> <p>16. Assistance Listing Program Title Opioid STR</p> <p>17. Award Action Type New Competing</p> <p>18. Is the Award R&D? No</p>
<p>Federal Agency Information</p> <p>9. Awarding Agency Contact Information Milton Blijd Center for Substance Abuse Treatment MILTON.BLIJD@SAMHSA.HHS.GOV</p> <p>10. Program Official Contact Information O'tilia Hunter Center for Substance Abuse Treatment Otilia.Hunter@samhsa.hhs.gov</p>	<p>Summary Federal Award Financial Information</p> <p>19. Budget Period Start Date 09-30-2022 – End Date 09-29-2023</p> <p>20. Total Amount of Federal Funds Obligated by this Action \$250,000 20a. Direct Cost Amount \$250,000 20b. Indirect Cost Amount \$0</p> <p>21. Authorized Carryover</p> <p>22. Offset</p> <p>23. Total Amount of Federal Funds Obligated this budget period \$250,000</p> <p>24. Total Approved Cost Sharing or Matching, where applicable \$0</p> <p>25. Total Federal and Non-Federal Approved this Budget Period \$250,000</p> <hr/> <p>26. Project Period Start Date 09-30-2022 – End Date 09-29-2024</p> <p>27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period \$250,000</p> <p>28. Authorized Treatment of Program Income Additional Costs</p> <p>29. Grants Management Officer - Signature Odessa Crocker</p>
<p>30. Remarks Acceptance of this award, including the "Terms and Conditions," is acknowledged by the recipient when funds are drawn down or otherwise requested from the grant payment system.</p>	



State Opioid Response (SOR)
Department of Health and Human Services
Substance Abuse and Mental Health Services Administration
Center for Substance Abuse Treatment

Notice of Award

Issue Date: 09-23-2022

Award Number: 1H79TI085788-01
FAIN: H79TI085788
Program Director: Athena M Duenas MA

Project Title: GORP

Organization Name: GUAM BEHAVIORAL HEALTH AND WELLNESS CENTER

Authorized Official: Theresa Arriola

Authorized Official e-mail address: theresa.arriola@gbhvw.guam.gov

Budget Period: 09-30-2022 – 09-29-2023

Project Period: 09-30-2022 – 09-29-2024

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby awards a grant in the amount of \$250,000 (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 Consolidated Appropriations Act, of 2022-Public Law 117-103 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 (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,
Odessa Crocker
Grants Management Officer
Division of Grants Management

See additional information below

SECTION I – AWARD DATA – 1H79TI085788-01**Award Calculation (U.S. Dollars)**

Personnel(non-research)	\$65,491
Fringe Benefits	\$33,625
Travel	\$7,980
Supplies	\$12,104
Contractual	\$100,000
Other	\$30,800
Direct Cost	\$250,000
Approved Budget	\$250,000
Federal Share	\$250,000
Cumulative Prior Awards for this Budget Period	\$0
AMOUNT OF THIS ACTION (FEDERAL SHARE)	\$250,000

SUMMARY TOTALS FOR ALL YEARS	
YR	AMOUNT
1	\$250,000
2	\$250,000

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

Fiscal Information:

CFDA Number: 93.788
EIN: 198001894712
Document Number: 22TI85788A
Fiscal Year: 2022

IC	CAN	Amount
TI	C96N600	\$250,000

IC	CAN	2022	2023
TI	C96N600	\$250,000	\$250,000

TI Administrative Data:

PCC: SOR22 / OC: 4145

SECTION II – PAYMENT/HOTLINE INFORMATION – 1H79TI085788-01

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, Washington, DC 20201.

SECTION III – TERMS AND CONDITIONS – 1H79TI085788-01

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:

Use of program income – Additive: Recipients will add program income to funds committed to the project to further eligible project objectives. Sub-recipients that are for-profit commercial organizations under the same award must use the deductive alternative and reduce their subaward by the amount of program income earned.

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.

SECTION IV – TI SPECIAL TERMS AND CONDITIONS – 1H79TI085788-01

REMARKS

New Award (SOR)

This Notice of Award (NoA) is issued to inform your organization that the application submitted through the funding opportunity number TI-22-005 (State Opioid Response Grants) (Short Title: SOR), has been selected for funding.

The purpose of this program is to address the opioid overdose crisis by providing resources to states and territories for increasing access to FDA-approved medications for the treatment of opioid use disorder (MOUD), and for supporting the continuum of prevention, harm reduction, treatment, and recovery support services for opioid use disorder (OUD) and other concurrent substance use disorders.

The SOR program is authorized under the Consolidated Appropriations Act of 2022, [Public Law 117-103]

Policies and Regulations – Accepting a grant award or cooperative agreement requires the recipient organization to comply with the terms and conditions of the NoA, as well as all

applicable Federal Policies and Regulations. This award is governed by the Uniform Guidance [2 Code of Federal Regulations \(CFR\) § 200](#) as codified by HHS at [45 CFR § 75](#); Department of Health and Human Services (HHS) [Grants Policy Statement](#); SAMHSA [Additional Directives](#); and the [Standard Terms and Conditions](#) for the fiscal year in which the grant was awarded.

Key Personnel – Key personnel are organization staff members or consultants/subrecipients who must be part of the project regardless of whether they receive a salary or compensation from the project. These individuals must make a substantial contribution to the execution of the project.

Key Personnel for this program are the Project Director, Project Coordinator, and Data Coordinator at a 1.0 FTE (100 percent level of effort) for each position. This position requires prior approval by SAMHSA after a review of staff credentials and job descriptions.

The Key Personnel identified in your application have not been approved by SAMHSA. Your assigned GPO will confirm approval via eRA Correspondence within 60 days of receipt of this NoA. If SAMHSA's review of the Key Personnel results in the proposed individual not being approved or deemed not qualified for the position, the organization will be required to submit a qualified candidate for the Key Personnel position. SAMHSA will not be liable for any related costs incurred on this grant award.

The identified PD for this program is listed in item #7 "Project Director or Principal Investigator" on the cover page of the NoA. If the individual identified on the NoA is incorrect, you must notify your assigned Government Project Officer (GPO) and Grants Management Specialist (GMS) via email immediately and plan to submit a post award amendment for a change in key personnel via eRA Commons.

Key personnel or other grant-supported staff may not exceed 100% level of effort across all federal and non-federal funding sources.

Any changes to key staff, including level of effort involving separation from the project for more than three months or a 25 percent reduction in time dedicated to the project, requires prior approval, and must be submitted as a post-award amendment in eRA Commons. Refer to SAMHSA's website for more information on submitting a [key personnel change](#). See [SAMHSA PD Account Creation Instructions](#) for a quick step-by-step guide and [SAMHSA Grantee PD Account Creation Slides](#) for additional information on the eRA Commons registration process for the PD.

Funding Limitations – SAMHSA reserves the right to disallow costs under this grant award at any time during the award project period. Award recipients are responsible for ensuring that costs allocated to the grant award are reasonable and allowable in accordance with the [Notice of Funding Opportunity](#)

and all applicable Policies & Regulations.

The Cost Principles that delineate the allowable and unallowable expenditures for HHS recipients are described in the [Code of Federal Regulations](#).

Funding Limitations and Restrictions are listed in the [Notice of Funding Opportunity](#)

You may also reference the SAMHSA grantee guidelines on [Financial Management Requirements](#).

Unallowable Costs – Recipients must exercise proper stewardship over Federal funds and ensure that costs charged to awards are allowable, allocable, reasonable, necessary, and consistently applied regardless of the source of funds according to the "Factors affecting

allowability of costs” per [2 CFR § 200.403](#) and the “Reasonable costs” considerations per [2 CFR § 200.404](#). A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost.

Supplanting – “Supplement Not Supplant” grant funds may be used to supplement existing activities. Grant funds may not be used to supplant current funding of existing activities. “Supplant” is defined as replacing funding of a recipient’s existing program with funds from a federal grant.

Award Payments – 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). First time PMS users must obtain access to view available funds, request funds, or submit reports. Users will need to request permission and be approved by PSC. Inquiries regarding payments should be directed to PMS by emailing the helpdesk at PMSSupport@psc.hhs.gov or call 1-877-614-553. You should also visit the PSC website for more information about their services - <https://pms.psc.gov/>

Special Terms & Conditions of Award – There may be special terms and conditions associated with your grant award. Recipients must address all special terms and conditions by the reflected due date. See the Special Terms of Award and Special Conditions of Award sections below for the specific terms and conditions associated with your grant award. A recipient's failure to comply with the terms and conditions of award, may cause SAMHSA to take one or more actions, depending on the severity and duration of the non-compliance. SAMHSA will undertake any such action in accordance with applicable statutes, regulations, and policies.

Responding to Award Terms & Conditions – **All responses to award terms and conditions must be submitted as .pdf documents in eRA Commons.** For more information on how to respond to tracked terms and conditions or how to submit a post award amendment request please refer to [Training Materials](#) under the heading “Grant Management Reference Materials for Grantees.”

Prior Approval Requirements – Prior approval is required for the following changes to your grant award: Changes in the status of the Project Director, or other key personnel named in the NoA; Changes in scope; Significant re-budgeting and Transfer of substantive programmatic work; Carryover of unobligated balances; Change of grantee organization; Deviation from award terms and conditions; No-cost extension and Transfer of substantive programmatic work. A full list of actions requiring prior approval can be found on page II-49 of the HHS [Grants Policy Statement](#) Exhibit 5 (Summary of Actions Requiring OPDIV Prior Approval). **All prior approval actions must be submitted as post award amendment requests in eRA Commons.**

Post Award Amendments – If information on the NoA needs to be changed, it will require approval from the federal agency before the grant recipient can implement the modification. Please refer to the SAMHSA website for specific SAMHSA guidance on how to submit a [Post Award Amendments](#) in eRA Commons:

Primary Contacts

- For technical support, contact [eRA Service Desk](#) at 866-504-9552 (Press 6 for SAMHSA Grantees).
- For budget and grants management related questions, contact your assigned GMS.

-
- For programmatic questions, contact your assigned GPO.

Contact information for the GMS and GPO are listed on the last page of this NoA.

Training & Resources – Visit the following pages on our website for more information on implementation, monitoring and reporting on your new grant award:

- [Grants Management](#)
- [Training & Resources for recipients](#)
- [eRA Commons](#)

Special Remark

Not all states applied to the FY 2022 SOR funding; therefore, the remaining funds have been redistributed based on the formula per the Notice of Funding Opportunity (NOFO).

As a result, the difference has been placed in the "Other" budget category and a Budget Revision is required per the Special Condition of Award below.

SPECIAL TERMS

Project Implementation

Project implementation is expected to begin by the third month of the grant

Funding Limitations/Restrictions

The funding restrictions for this project are below.

- No more than 5 percent of the total grant award for the budget period may be used for administrative costs (i.e., indirect cost) and developing the infrastructure necessary for expansion of services.
- No more than 5 percent of the total grant award for the budget period may be used for data collection, performance measurement, and performance assessment, including incentives for participating in the required data collection follow-up.
- Only U.S. Food and Drug Administration (FDA) – approved products that address opioid use disorder and/or opioid overdose can be purchased with Opioid SOR grant funds.
- Funds may not be expended through the grant or a subaward by any agency which would deny any eligible client, patient or individual access to their program because of their use of FDA-approved medications for the treatment of 26 substance use disorders (e.g., methadone, buprenorphine products including buprenorphine/naloxone combination formulations and buprenorphine monoproprietary formulations, naltrexone products including extended-release and oral formulations or long acting products such as extended release injectable or buprenorphine.) Specifically, patients must be allowed to participate in methadone treatment rendered in accordance with current federal and state methadone dispensing regulations from an Opioid Treatment Program and ordered by a physician who has evaluated the client and determined that methadone is an appropriate medication treatment for the individual's opioid use disorder. Similarly, medications available by prescription or office-based implantation must be permitted if it is appropriately authorized through prescription by a

licensed prescriber or provider. In all cases, MOUD must be permitted to be continued for as long as the prescriber or treatment provider determines that the medication is clinically beneficial. Recipients must assure that clients will not be compelled to no longer use MOUD as part of the conditions of any programming if stopping is inconsistent with a licensed prescriber's recommendation or valid prescription.

- No funding may be used to procure DATA waiver training by recipients or subrecipients of this funding. SAMHSA recipients must also comply with SAMHSA's standard funding restrictions, which are included in Appendix G (Standard Funding Restrictions) in the Notice of Funding Opportunity.

Risk Assessment

The Office of Financial Advisory Services (OFAS), SAMHSA may perform an administrative review of your organization's financial management systems, policies, procedures, and records. If the review discloses

material weaknesses or other financial management concerns, grant funding may be restricted in accordance with 45 CFR 75/2 CFR 200, as applicable. The restriction will affect your organization's ability to withdraw funds from the Payment Management System account, until the concerns are addressed.

SOR 2022 Special Terms

- Medication for Opioid Use Disorder (MOUD) using one of the FDA-approved medications for the maintenance treatment of opioid use disorder. MOUD includes methadone, buprenorphine products, including single-entity buprenorphine products, buprenorphine/naloxone tablets, films, buccal preparations, long-acting injectable buprenorphine products, and injectable extended-release naltrexone.
- SOR grant funds must be used to fund prevention, harm reduction, treatment, and recovery support services and evidence-based practices that are appropriate for the population(s) of focus.
- SOR funds shall not be utilized for services that can be supported through other accessible sources of funding such as other federal discretionary and formula grant funds, ((e.g., HHS, CDC, CMS, HRSA, and SAMHSA), DOJ (OJP/BJA)), and non-federal funds, third party insurance, and sliding scale self-pay among others.
- SOR funds for treatment and recovery support services shall only be utilized to provide services to individuals that specifically address opioid or stimulant misuse issues. If either an opioid or stimulant misuse problem (history) exists concurrently with other substance use, all substance use issues may be addressed. Individuals who have no history of or no current issues with opioids or stimulants misuse shall not receive treatment or recovery services with SOR grant funds.
- Recipients must implement prevention and education services including training of peers, first responders, and other key community sectors on recognition of opioid overdose and appropriate use of the opioid overdose antidote naloxone, developing evidence-based community prevention efforts such as strategic messaging on the

consequences of opioid and stimulant misuse, implementing school-based prevention programs and outreach, and purchasing and distributing opioid overdose antidote reversal naloxone, based on the naloxone distribution and saturation plan, and train on its use.

- Recipients are expected to report client level data into SAMHSA's Performance Accountability and Reporting System (SPARS) in the required timelines set forth in the NOFO. Recipients are expected to report program-level data on a quarterly basis in SPARS. Grantees are also required to comply with all additional data collection requirements of the grant. Grantees shall fully participate in any SAMHSA-sponsored evaluation of the SOR grant program. The submission of these data in the form required by SAMHSA is a requirement of funding. Noncompliance with this requirement may result in restricted access to funding for this year or limited or no access to funding in the future grant year.
- Recipients are required to work with SAMHSA-funded SOR/Tribal Opioid Response Technical Assistance Training (TA/T) grant as the primary means of TA provision.
- Grantees are required to track funding of activities by providers and be prepared to submit these data to SAMHSA upon request.
- Funds may not be expended through the grant or a subaward by any agency which would deny any eligible client, patient or individual access to their program because of their use of FDA-approved medications for treatment of substance use disorders (e.g., methadone, buprenorphine products including buprenorphine/naloxone combination formulations and buprenorphine monoproduct formulations, naltrexone products including extended-release and oral formulations or long acting products such as extended release injectable or implantable buprenorphine.) Specifically, patients must be allowed to participate in methadone treatment rendered in accordance with current federal and state methadone dispensing regulations from an Opioid Treatment Program and ordered by a physician who has evaluated the client and determined that methadone is an appropriate medication treatment for the individual's opioid use disorder. Similarly, medications available by prescription or office-based implantation must be permitted if it is appropriately authorized through prescription by a licensed prescriber or provider. In all cases, MOUD must be permitted to be continued for as long as the prescriber or treatment provider determines that the medication is clinically beneficial. Recipients must assure that clients will not be compelled to no longer use MOUD as part of the conditions of any programming if stopping is inconsistent with a licensed prescriber's recommendation or valid prescription.
- Procurement of DATA waiver training is not allowable use of SOR funds as this training is offered free of charge from SAMHSA at pcssnow.org. No funding may be used to procure DATA waiver training by recipients or subrecipients of SOR funding.
- Recipients must ensure that all practitioners eligible to obtain a DATA waiver employed by an organization receiving funding through SOR receives such a waiver.
- SOR funds shall not be utilized to provide incentives to any Health Care Professional for receipt of a Data Waiver or any type of Professional Development Training.

-
- Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder and stimulant use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. § 75.300(a) (requiring HHS to “ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements.”); 21 U.S.C. §§ 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.
 - Contingencies may be used to reward and incentivize treatment compliance. Clients may not receive contingencies totaling more than \$75 per budget period. The contingency amounts are subject to change.

Contingency Management

To mitigate the risk of fraud and abuse, while also promoting evidence-based practice, recipients who plan to implement contingency management (CM) interventions as part of your SAMHSA grant award you will be required to comply with contingency management guidance outlines in Appendix J – Contingency Management of the NOFO.

By **December 29, 2022**, you must submit your plan to ensure: (1) that sub-awardees receive appropriate education on contingency management prior to implementation; and (2) oversight of sub-awardee contingency management implementation and operation.

SPECIAL CONDITIONS

Marginal Rating

Marginal or Unacceptable (Marginal Rating)

Your application received Marginal Ratings for Section A : Population of Focus and Statement of Need. Reviewers noted the following:

- The applicant organization identifies the population of focus but does not provide a complete demographic profile of that population of focus in terms of race, ethnicity, federally recognized tribe (if applicable), language, sex, gender identity, sexual orientation, age, and socioeconomic status.
- Although the applicant organization provides a Needs Assessment in Attachment 8, the Needs Assessment does not include all required elements outlined in Section I – Required Activities including:

including:

- NA1) data regarding the scope/prevalence of OUD/SUD and OD mortality,
- NA3) data regarding prevalence of SUD/OUD and related EMS/hospitalization services,
- NA5) details regarding harm-reduction activities, and
- NA6) a Naloxone Distribution and Saturation Plan.
- Finally, the applicant organization does not identify the sources of data used.

By October 31, 2022, you must submit a response to the following to ensure that you meet acceptable standard for these sections:

-
- Provide a complete demographic profile of the population of focus in terms of race, ethnicity, federally recognized tribe (if applicable), language, sex, gender identity, sexual orientation, age, and socioeconomic status.
 - Submit a revised Needs Assessment that includes all required elements outlined in Section I – Required Activities including:
 - Data regarding the scope/prevalence of OUD/SUD and OD mortality,
 - Data regarding prevalence of SUD/OD and related EMS/hospitalization services,
 - Details regarding harm-reduction activities, and
 - A Naloxone Distribution and Saturation Plan.
 - Identify the sources of data used for the above requested items.

Participant Protection Concern

By November 15, 2022, please provide your response to the following Participant Protection concern:

The Committee reviewed the applicant organization's plans for ensuring confidentiality and SAMHSA participant protection and expressed concerns about the inadequacy of the discussion of the following:

(1) Fair selection of participants: Although the applicant organization discusses recruitment and specialized adult populations in depth, it does not discuss the exclusionary criteria for participation and age ranges for participants. It is unclear if youth will be included as participants in the proposed project from the response.

(2) Consent policies, procedures, and forms: Although the applicant organization discusses how it will obtain consent from the elderly and those who do not use English as their first language, it does not discuss obtaining consent for youth.

The response needs to be uploaded via eRA Commons (more information can be found at <https://www.samhsa.gov/grants/grants-training-materials> - specifically, 'Notice of Award: How to Respond to Terms and Conditions Training'). All grant funds are available for this project except for those funds directly related to Participant Protection issues as outlined in the FOA. Currently, only activities that do not directly involve Participant Protection issues (i.e., are clearly severable and independent from those activities that do involve Participant Protection issues) may be conducted under this award. This restriction of funds will only be lifted if the Participant Protection issue noted above is appropriately addressed by you as the grantee and resolved to the satisfaction of your designated Government Project Officer and a SAMHSA/CSAT Participant Protection Officer.

Revised GPRA Target Number

The number of unduplicated individuals to be served with grant funds identified by the applicant does not add up. According to the NOFO, the total receiving treatment and recovery support services will be the applicant's GPRA target in SPARS.

By October 31, 2022, revise the table to reflect the correct GPRA target number, that includes the total number of unduplicated individuals who received SOR-funded treatment and recovery support services during each grant year and over the entire project period.

Revised Budget

By November 30, 2022, submit via eRA Commons.

A Revised Detailed Budget with narrative justification (SF-424A), which MUST INCLUDE the revisions identified listed below to justify the reasonableness, allowability, validity and the verifiability of the allocated Budget Categories summary totals.

The BUDGET INFORMATION - Non-Construction Programs - SECTION B - BUDGET CATEGORIES of the SF424A Budget Cost Categories and Cost allocation line items totaling (\$500,000) on page 6, does not match the Budget Cost Categories Year 1 and Cost allocation line items totaling \$250,000 on page 25.

- Correct the budget cost categories and cost allocation line on page 6 SECTION B - BUDGET CATEGORIES to match the Budget Cost Categories Year 1 and Cost allocation line items totaling \$250,000 on page 25.

All responses to award terms and conditions must be submitted as .pdf documents in eRA Commons. For more information on how to respond to tracked terms and conditions please refer to <https://www.samhsa.gov/grants/grants-training-materials> under heading **How to Respond to Terms and Conditions.**

Revised Budget - NOFO Redistribution of funds

By October 30, 2022, you are required to submit a Post Award Amendment for a Budget Revision in eRA, to reflect the increased approved budget amount.

Be sure to include in your request:

- A revised categorical budget which reconciles to the increased "Approved Budget" amount.
- A detailed budget narrative
- SF-424A
- Please provide a statement in the personnel section of your budget confirming that the total level of effort between SOR 2020 and SOR 2022 does not exceed 100% level of effort for any of your personnel, if applicable.

STANDARD TERMS AND CONDITIONS

Reporting Requirements

Data Collection/Performance Measurement

Government Performance and Results (GPRA) Requirements:

All SAMHSA recipients are required to collect and report certain data so that SAMHSA can meet its obligations under the Government Performance and Results (GPRA) Modernization Act of 2010. This information will be gathered using SAMHSA's Performance Accountability and Reporting System (SPARS); access will be provided upon award. Data will be collected via face-to-face interview using this tool at three data collection points: intake to services, six months post intake, and at discharge. Recipients will be expected to do a GPRA interview on

all clients in their specified unduplicated target number and are also expected to achieve a six-month follow-up rate of 80 percent. Recipients

should enter their data within 1 day—but no later than 7 days—after the GPRA interview is conducted. This guidance applies to recipients who manually enter their data and batch upload their data. Recipients will be required to report a series of data elements that will enable SAMHSA to determine the impact of the program on opioid use, and opioid-related morbidity and mortality.

Recipients will be required to report client-level data on elements including but not limited to: demographic characteristics, substance use, diagnosis(es) services received, types of MOUD received; length of stay in treatment; employment status, criminal justice involvement, and housing. Additional data elements will also be required and will be provided upon award.

Recipients will also be required to report program-level data on a quarterly basis in SPARS. The SOR/TOR – Program Instrument will collect the following measures:

- (1) Naloxone overdose kits purchase and distribution,
- (2) Overdose reversal,
- (3) Fentanyl test strips purchase and distribution,
- (4) Education of school-aged children, first responders, and key community sectors on opioid and/or stimulant misuse, and
- (5) Outreach activities that target underserved and/or diverse populations.

The data collection specified by SAMHSA is a required component of the grant; compliance with this requirement will be monitored throughout the performance of the grant and exceptions to data submission will not be made.

Programmatic Progress Report (PPR)

Recipients are required to submit reports at 6 months and 12 months.

The six-month report is due no later than 30 days after the end of the second quarter of the budget period. The annual report is due within 90 days of the end of the budget period.

- Mid-Year Report Due April 30, 2023
- Annual Report Due December 29, 2023

Recipients are required to report on their progress addressing the goals and objectives identified in the NOFO, major accomplishments, progress achieved in addressing the needs of diverse populations, barriers encountered, and efforts to overcome these barriers.

Recipients will be required, with each report, to document Administrative and Data Collection costs to ensure the costs are compliant and do not exceed the cap.

The response to this term must be submitted as .pdf documents in eRA Commons. Please contact your Government Program Official (GPO) for program specific submission information.

Annual Federal Financial Report (FFR or SF-425)

All financial reporting for recipients of Health and Human Services (HHS) grants and cooperative agreements will be consolidated through a single point of entry, which has been identified as the Payment Management System (PMS). The Federal Financial Report (FFR or SF-425) initiative ensures all financial data is reported consistently through one source; shares

reconciled financial data to the HHS grants management systems; assists with the timely financial monitoring and grant closeout; and reduces expired award payments.

The FFR is required on an annual basis no later than 90 days after the end of each Budget Period. The FFR should reflect cumulative amounts. Additional guidance to complete the FFR can be found at <http://www.samhsa.gov/grants/grants-management/reporting-requirements>.

SAMHSA reserves the right to request more frequent submissions of FFRs. If so, the additional submission dates will be shown below.

Your organization is required to submit an FFR for this grant funding:

- **December 30, 2023**, submit the Federal Financial Report (FFR)/(SF-425).

Effective January 1, 2021, recipients can connect seamlessly from the **eRA Commons FFR Module** to **PMS** by clicking the “**Manage FFR**” button on the “**Search for Federal Financial Report (FFR)**” page.

- Recipients who do not have access to PMS may use the following instructions on how to update user permission: <https://pms.psc.gov/grant-recipients/access-newuser.html>.
- Recipients who currently have access to PMS and are submitting or certifying the FFR on behalf of their organization, should login to PMS and update their permissions to request access to the FFR Module using the following instructions: <https://pms.psc.gov/grant-recipients/access-changes.html>.
 - Instructions on how to submit a FFR via PMS are available at <https://pmsapp.psc.gov/pms/app/help/ffr/ffr-grantee-instructions.html> (**Must be logged into PMS to access link**)

If you have questions about how to set up a PMS account for your organization, please contact the PMS Help Desk at PMSSupport@psc.hhs.gov or 1-877-614-5533.

Note: Recipients will use PMS to report all financial expenditures, as well as to drawdown funds; SAMHSA recipients will continue to use the eRA Commons for all other grant-related matters including submitting progress reports, requesting post-award amendments, and accessing grant documents such as the Notice of Award.

Standard Terms for Awards

Your organization must comply with the Standard Terms and Conditions for the Fiscal Year in which your grant was awarded. The Fiscal Year for your award is identified on Page 3 of your Notice of Award. SAMHSA's Terms and Conditions Webpage is located at: <https://www.samhsa.gov/grants/grants-management/notice-award-noa/standard-terms-conditions>.

Reasonable Costs for consideration

Recipients must exercise proper stewardship over Federal funds and ensure that costs charged to awards are allowable, allocable, reasonable, necessary, and consistently applied regardless of the source of funds according to “Reasonable Costs” consideration per 2 CFR § 200.404 and the “Factors affecting allowability of costs” per 2 CFR § 200.403. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost.

Consistent Treatment of Costs

Recipients must treat costs consistently across all federal and non-federal grants, projects and cost centers. Recipients may not direct-charge federal grants for costs typically considered indirect in nature, unless done consistently. If part of the indirect cost rate, then it may not also be charged as a direct cost. *Examples of indirect costs include (administrative salaries, rent, accounting fees, utilities, office supplies, etc.).* If typical indirect cost categories are included in

the budget as direct costs, it is SAMHSA's understanding that your organization has developed a cost accounting system adequate to justify the direct charges and to avoid an unfair allocation of these costs to the federal government. Also, note that all awards are subject to later review in accordance with the requirements of [45 CFR 75.364](#), [45 CFR 75.371](#), [45 CFR 75.386](#) and [45 CFR Part 75, Subpart F](#), *Audit Requirements*.

Compliance with Award Terms and Conditions

FAILURE TO COMPLY WITH THE ABOVE STATED TERMS AND CONDITIONS MAY RESULT IN ACTIONS IN ACCORDANCE WITH [45 CFR 75.371](#), 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.

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

Staff Contacts:

O'tilia Hunter, Program Official

Email: Otilia.Hunter@samhsa.hhs.gov

Milton Blijd, Grants Specialist

Email: MILTON.BLIJD@SAMHSA.HHS.GOV



Fiscal Year 2022 – Award Standard Terms

Name	Language
1 Acceptance of the Terms of an Award	<p>By drawing or otherwise obtaining funds from the Health and Human Services (HHS) Payment Management System, the recipient acknowledges acceptance of the terms and conditions of the award and is obligated to perform in accordance with the requirements of the award. If the recipient cannot accept the terms, the recipient should notify the Grants Management Officer (GMO) within thirty (30) days of receipt of this award notice. Once an award is accepted by a recipient, the contents of the Notice of Award (NoA) are binding on the recipient unless and until modified by a revised NoA signed by the GMO.</p> <p>Certification Statement: By drawing down funds, the recipient certifies that proper financial management controls and accounting systems, to include personnel policies and procedures, have been established to adequately administer Federal awards and funds drawn down. Recipients of Department of Health and Human Services' (DHHS) grants or cooperative agreement awards must comply with all terms and conditions of their awards, including: (a) terms and conditions included in the HHS Grants Policy Statement in effect at the time of a new, non-competing continuation, or renewal award, including the requirements of HHS grants administration regulations; (b) requirements of the authorizing statutes and implementing regulations for the program under which the award is funded; (c) applicable requirements or limitations in appropriations acts; and (d) any requirements specific to the particular award specified in program policy and guidance, the Notice of Funding Opportunity (NOFO), or the Notice of Award (NoA).</p>
2 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards	<p>The NoA issued is subject to the administrative requirements, cost principles, and audit requirements that govern Federal monies associated with this award, as applicable, in the Uniform Guidance – 2 Code of Federal Regulations (CFR) § 200 as codified by HHS at 45 CFR § 75.</p>
3 Award Expectations	<p>The eligibility and program requirements originally outlined in the NOFO must continue to be adhered to as the funded project is implemented. Recipients must comply with the performance goals, milestones, outcomes, and performance data collection as reflected in the NOFO and related policy and guidance. Additional terms and/or conditions may be applied to this award if outstanding financial or programmatic compliance issues are identified by Substance Abuse and Mental Health Services Administration (SAMHSA).</p>
4 Flow down of requirements to sub-recipients	<p>The recipient, as the awardee organization, is legally and financially responsible for all aspects of this award including funds provided to sub-recipients, in accordance with 45 CFR § 75.351 – 75.352. Sub-recipient monitoring and management.</p>
5 Future Funding	<p>As indicated in the NoA, recommended future support reflects total costs (direct plus indirect). Funding is subject to the availability of Federal funds and satisfactory progress of the project.</p>
6 Non-Supplant	<p>Federal award funds must supplement, not replace (supplant) nonfederal funds. All recipients who receive awards under programs that prohibit supplanting by law must ensure that federal funds do not supplant funds that have been budgeted for the same purpose through non-federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt of expected receipt of federal funds.</p>

7	Name	Language
	Unallowable Costs	All costs incurred prior to the award issue date and costs not consistent with the funding opportunity, 45 CFR § 75 , and the HHS Grants Policy Statement , are not allowable under this award.
8	Conflicts of Interest Policy	<p>Consistent with 45 CFR § 75.112, recipients must establish written policies and procedures to prevent employees, consultants, and others (including family, business, or other ties) involved in grant-supported activities, from involvement in actual or perceived conflicts of interest. The policies and procedures must:</p> <ul style="list-style-type: none"> • address conditions under which outside activities, relationships, or financial interest are proper or improper; • provide for advance disclosure of outside activities, relationships, or financial interest to a responsible organizational official; • include a process for notification and review by the responsible official of potential or actual violations of the standards; and • specify the nature of penalties that may be imposed for violations.
9	Administrative and National Policy Requirements	Public policy requirements are requirements with a broader national purpose than that of the Federal sponsoring program or award that an applicant/recipient must adhere to as a prerequisite to and/or condition of an award. Public policy requirements are established by statute, regulation, or Executive order. In some cases they relate to general activities, such as preservation of the environment, while, in other cases they are integral to the purposes of the award-supported activities. An application funded with the release of federal funds through a grant award does not constitute or imply compliance with federal statute and regulations. Funded organizations are responsible for ensuring that their activities comply with all applicable federal regulations.
10	Carryover - Expanded Authority for Unobligated Balances from One Budget Period to Any Subsequent Budget Period	<p>Federal administrative requirements allow agencies to provide recipients with expanded authorities, which waive certain cost-related and administrative prior approvals under certain conditions.</p> <p>Per 45 CFR § 75.308 (d)(3), SAMHSA has extended expanded authority to recipients requesting carryover of unobligated balances (UOB) up to 25% or less of the current budget period (year when the funds are needed) provided that recipients are not on drawdown restriction.</p> <p>Recipients requesting a carryover greater than 25% of the current budget period award cannot exercise this expanded authority.</p> <p>Recipients who exercise expanded authority MUST include an Intent to Carryover statement in the Remarks section (box 12) of the annual Federal Financial Report (FFR).</p> <p>Expanded authority may be overridden by other special terms or conditions of the award. Recipients must carefully review the Notice of Award to determine if a particular authority is withheld for a specific award.</p> <p>Recipients must exercise proper stewardship over Federal funds and ensure that costs charged to awards are allowable, allocable, reasonable, necessary, and consistently applied regardless of the source of funds.</p> <p><i>Additional Guidance:</i> https://www.samhsa.gov/grants/grants-management/post-award-amendments#carryover</p>

11	Name Marijuana Restriction	Language
		SAMHSA grant funds may not be used to purchase, prescribe, or provide marijuana or treatment using marijuana. See, e.g., 45 CFR § 75.300(a) (requiring HHS to ensure that Federal funding is expended in full accordance with U.S. statutory and public policy requirements); 21 U.S.C. 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana).
12	Prior Approval	<p>SAMHSA anticipates that the recipient may need to modify the recipient's award budget or other aspects of its approved application during performance to accomplish the award's programmatic objectives. In general, recipients are allowed a certain degree of latitude to re-budget within and between budget categories to meet unanticipated needs and to make other types of post-award changes, provided that the changes still meet the statutory program requirements and the regulatory requirements under 45 CFR § 75, as applicable.</p> <p>Items that require prior approval (i.e. formal written approval) from the GMO, as indicated in either 45 CFR § 75 or the HHS Grants Policy Statement, must be submitted in writing to the GMO. Based on the nature, extent, and timing of the request, the SAMHSA GMO may approve, deny, or request additional material to further document and evaluate your request.</p> <p>Only an amended NoA signed by the GMO is considered valid. Verbal authorization is not approval and is not binding on SAMHSA. Recipients who proceed do so at their own risk.</p> <p>Prior approval is required for but is not limited to: Changes in Key Personnel and Level of Effort, Budget Revisions, Changes in Scope, Carryover Requests (that fall outside the term for the Expanded Authority for Carryover), and No Cost Extensions. A summary of activities that require prior approval is listed in the HHS Grants Policy Statement under Exhibit 5, Page II-49.</p> <p>SAMHSA instructions regarding requests for prior approval are available at: https://www.samhsa.gov/grants/grants-management/post-award-amendments</p>
13	Executive Pay	<p>The Consolidated Appropriations Act, 2021 (Public Law 116-260), signed into law on December 27, 2020 restricts the amount of direct salary to Executive Level II of the Federal Executive Pay scale. Effective January 3, 2021, the salary limitation for Executive Level II is \$199,300.</p> <p>For awards issued prior to this change, if adequate funds are available in active awards, and if the salary cap increase is consistent with the institutional base salary, recipients may re-budget to accommodate the current Executive Level II salary level. However, no additional funds will be provided to these grant awards.</p>
14	Promotional Items	<p>SAMHSA grant funds may not be used for Promotional Items. Promotional items include but are not limited to clothing and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags.</p> <p>HHS Policy on the Use of Appropriated Funds for Promotional Items: https://www.hhs.gov/grants/contracts/contract-policies-regulations/spending-on-promotional-items/index.html</p>

Name	Language
15 Universal Identifier and SAM Requirements	<p>This award is subject to requirements as set forth in 2 CFR § 25 – Universal Identifier and System of Award Management (SAM) Requirements.</p> <p>A. Requirement for System of Award Management</p> <p>Unless you are exempted from this requirement under 2 CFR § 25.110, you, as the recipient, must maintain the currency of your information in the SAM, until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.</p> <p>B. Requirement for unique entity identifier if you are authorized (reference project description) to make subawards under this award, you:</p> <ol style="list-style-type: none"> 1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you, unless the entity has provided its unique entity identifier to you; and 2. May not make a subaward to an entity, unless the entity has provided its unique entity identifier to you. <p>C. Definitions. For purposes of this award term:</p> <ol style="list-style-type: none"> 1. System of Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information on SAM registration procedures may be found at: https://www.sam.gov. 2. Unique entity identifier means the identifier required for SAM registration to uniquely identify business entities. 3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR § 25, subpart D: <ol style="list-style-type: none"> a. A governmental organization, which is a state, local government, or Indian Tribe; b. A foreign public entity; c. A domestic or foreign nonprofit organization; d. A domestic or foreign for-profit organization; and e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity. 4. Subaward: <ol style="list-style-type: none"> a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient; b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR § 200.1 and 2 CFR § 200.331). c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract. 5. Subrecipient means an entity that: <ol style="list-style-type: none"> a. receives a subaward from you under this award; and b. is accountable to you for the use of the Federal funds provided by the subaward.

Name	Language
16 Federal Financial Accountability and Transparency Act (FFATA)	<p>Reporting Subawards and Executive Compensation, 2 CFR, Appendix A to Part 170</p> <p>a. Reporting of first-tier subawards.</p> <ol style="list-style-type: none"> 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. <ol style="list-style-type: none"> 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. <p>b. Reporting Total Compensation of Recipient Executives.</p> <ol style="list-style-type: none"> 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— <ol style="list-style-type: none"> i. the total Federal funding authorized to date under this award is \$25,000 or more; ii. in the preceding fiscal year, you received— <ol style="list-style-type: none"> (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 https://www.sec.gov/fast-answers/answers-execomphm.html 2. Where and when to report. You must report executive total compensation described in paragraph b. 1. of this award term: <ol style="list-style-type: none"> i. As part of your registration profile at https://www.sam.gov ii. By the end of the month following the month in which this award is made, and annually thereafter. <p>c. Reporting of Total Compensation of Subrecipient Executives.</p> <ol style="list-style-type: none"> 1. Applicability and what to report. Unless you are exempt as provided in paragraph c. 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—

Name	Language
	<ul style="list-style-type: none"> i. in the subrecipient's preceding fiscal year, the subrecipient received— <ul style="list-style-type: none"> (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.) <p>2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c. 1. of this award term:</p> <ul style="list-style-type: none"> 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. <p>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:</p> <ul style="list-style-type: none"> i. Subawards, and ii. The total compensation of the five most highly compensated executives of any subrecipient. <p>e. Definitions. For purposes of this award term:</p> <ul style="list-style-type: none"> 1. Entity means all of the following, as defined in 2 CFR § 25, subpart D <ul style="list-style-type: none"> 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 sub-award to a non-Federal entity. 2. Executive means officers, managing partners, or any other employees in management positions. 3. Subaward: <ul style="list-style-type: none"> 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 2 CFR § 200.1 and 2 CFR § 200.331). iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

Name	Language
	<p>4. Subrecipient means an entity that:</p> <ul style="list-style-type: none"> 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. <p>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)):</p> <ul style="list-style-type: none"> 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.
<p>17 FAPIIS – Recipient Integrity and Performance</p>	<p>A. Reporting of Matters Related to Recipient Integrity and Performance</p> <p>1. General Reporting Requirement</p> <p>If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.</p> <p>2. Proceedings About Which You Must Report</p> <p>Submit the information required about each proceeding that:</p> <ul style="list-style-type: none"> a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government; b. Reached its final disposition during the most recent five-year period; and c. If one of the following: <ul style="list-style-type: none"> (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition; (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

Name	Language
	<p>(3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or</p> <p>(4) Any other criminal, civil, or administrative proceeding if:</p> <ul style="list-style-type: none"> i. It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition; ii. It had a different disposition arrived at by consent or compromise with an acknowledgement of fault on your part; and iii. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations. <p>3. Reporting Procedures</p> <p>Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.</p> <p>4. Reporting Frequency</p> <p>During any period of time when you are subject to this requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.</p> <p>5. Definitions</p> <p>For purposes of this award term and condition:</p> <ul style="list-style-type: none"> a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables. b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere. c. Total value of currently active grants, cooperative agreements, and procurement contracts includes— <ul style="list-style-type: none"> (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised <p>[2 CFR Appendix XII to Part 200 - Award Term and Condition for Recipient Integrity and Performance Matters]</p>

Name	Language
18 Acknowledgement of Federal Funding in communications and contracting.	<p>For each publication that results from HHS grant-supported activities, recipients must include an acknowledgment of grant support using one of the following statements:</p> <p>“This publication was made possible by Grant Number _____ from _____.”</p> <p>“The project described was supported by Grant Number _____ from _____.”</p> <p>Recipients also must include a disclaimer stating the following:</p> <p>“Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the [SAMHSA].”</p> <p>If the recipient plans to issue a press release concerning the outcome of HHS grant-supported activities, it should notify SAMHSA in advance to allow for coordination. One copy of each publication resulting from work performed under an HHS grant-supported project must accompany the annual or final progress report submitted to SAMHSA.</p>
19 Acknowledgement of Federal Funding at Conferences and Meetings	<p>A conference is defined as a meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non-Federal entity and is necessary and reasonable for successful performance under the Federal award. Allowable conference costs paid by the non-Federal entity as a sponsor or host of the conference may include rental of facilities, speakers' fees, costs of meals and refreshments, local transportation, and other items incidental to such conferences unless further restricted by the terms and conditions of the Federal award. As needed, the costs of identifying, but not providing, locally available dependent-care resources are allowable. Conference hosts/sponsors must exercise discretion and judgment in ensuring that conference costs are appropriate, necessary and managed in a manner that minimizes costs to the Federal award. The HHS awarding agency may authorize exceptions where appropriate for programs including Indian tribes, children, and the elderly. See also 45 CFR §§75.438, 75.456, 75.474, and 75.475.</p> <p>Disclaimer for Conference/Meeting/Seminar Materials: If a conference/meeting/seminar is funded by a grant, cooperative agreement, sub-grant and/or a contract, the recipient must include the following statement on conference materials, including promotional materials, agenda, and internet sites:</p> <p><i>“Funding for this conference was made possible (in part) by SAMHSA. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services, nor does the mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.”</i></p>
20 Rights in Data and Publications	<p>As applicable, recipients agree to the requirements for intellectual property, rights in data, access to research data, publications, and sharing research tools, and intangible property and copyrights as described in 45 CFR § 75.322 and the HHS Grants Policy Statement.</p> <p>Recipients may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. SAMHSA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.</p>

21	Name Mandatory Disclosures	Language
		<p>Consistent with 45 CFR § 75.113, applicants and recipients must disclose in a timely manner, in writing to the HHS Office of Inspector General (OIG), all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Subrecipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Disclosures must be sent in writing to the awarding agency and to the HHS OIG at the following addresses:</p> <p>U.S. Department of Health and Human Services Office of Inspector General ATTN: Mandatory Grant Disclosures, Intake Coordinator 330 Independence Avenue, SW, Cohen Building, Room 5527, Washington, DC 20201 Fax: (202) 205-0604 (Include "Mandatory Grant Disclosures" in subject line) or email: MandatoryGranteeDisclosures@oig.hhs.gov</p> <p>Failure to make required disclosures can result in any of the remedies described in 45 CFR § 75.371 – Remedies for noncompliance, including suspension or debarment (see 2 CFR §§ 180 & 376 and 31 U.S.C. 3321).</p>
22	Lobbying Restrictions	<p>Per 45 CFR §75.215, Recipients are subject to the restrictions on lobbying as set forth in 45 CFR § 93.</p> <p>U.S.C. > Title 18 > Part I > Chapter 93 > Section 1913, No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his/her request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities.</p> <p>Violations of this section shall constitute as a violation of section 1352 (a) of Title 31.</p>
23	Drug-Free Workplace	<p>The Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.) requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. You as the recipient must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of part 382, which adopts the Governmentwide implementation (2 CFR §182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707). By signing the application, the AOR agrees that the recipient will provide a drug-free workplace and will comply with the requirement to notify SAMHSA if an employee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. Government wide requirements for Drug-Free Workplace for Financial Assistance are found in 2 CFR § 182; HHS implementing regulations are set forth in 2 CFR § 382.400.</p>

Name	Language
24 Civil Right Laws that prohibit discrimination	<p>You must administer your project in compliance with federal civil rights laws that prohibit discrimination on the basis of race, color, national origin, disability, age and, in some circumstances, religion, conscience, and sex (including gender identity, sexual orientation, and pregnancy). This includes taking reasonable steps to provide meaningful access to persons with limited English proficiency and providing programs that are accessible to and usable by persons with disabilities. The HHS Office for Civil Rights provides guidance on complying with civil rights laws enforced by HHS. See https://www.hhs.gov/civil-rights/for-providers/provider-obligations/index.html and https://www.hhs.gov/civil-rights/for-individuals/nondiscrimination/index.html.</p> <ul style="list-style-type: none"> You must take reasonable steps to ensure that your project provides meaningful access to persons with limited English proficiency. For guidance on meeting your legal obligation to take reasonable steps to ensure meaningful access to your programs or activities by limited English proficient individuals, see https://www.hhs.gov/civil-rights/for-individuals/special-topics/limited-english-proficiency/fact-sheet-guidance/index.html and https://www.lep.gov. For information on your specific legal obligations for serving qualified individuals with disabilities, including providing program access, reasonable modifications, and taking appropriate steps to provide effective communication, see http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html. HHS funded health and education programs must be administered in an environment free of sexual harassment, see https://www.hhs.gov/civil-rights/for-individuals/sex-discrimination/index.html. For guidance on administering your project in compliance with applicable federal religious nondiscrimination laws and applicable federal conscience protection and associated anti-discrimination laws, see https://www.hhs.gov/conscience/conscience-protections/index.html and https://www.hhs.gov/conscience/religious-freedom/index.html.
25 Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(G)), as amended, and 2 CFR § 175	<p>The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the Federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons. SAMHSA may unilaterally terminate this award, without penalty, if a private entity recipient, or a private entity subrecipient, or their employees:</p> <ol style="list-style-type: none"> Engage in severe forms of trafficking in persons during the period of time that the award is in effect; Procure a commercial sex act during the period of time that the award is in effect; or, Use forced labor in the performance of the award or subawards under the award. <p>The text of the full award term is available at 2 CFR § 175.15(b).</p>
26 Confidentiality of Alcohol and Drug Abuse Patient Records	<p>The regulations (42 CFR § 2) are applicable to any information about alcohol and other drug abuse patients obtained by a "program" (42 CFR § 2.11), if the program is federally assisted in any manner (42 CFR § 2.12b). Accordingly, all project patient records are confidential and may be disclosed and used only in accordance with 42 CFR § 2. The recipient is responsible for assuring compliance with these regulations and principles, including responsibility for assuring the security and confidentiality of all electronically transmitted patient material.</p>
27 Healthy People 2020	<p>Healthy People 2020 is a national initiative led by HHS that set priorities for all SAMHSA programs. The initiative has two major goals: (1) increase the quality and years of a healthy life; and (2) eliminate our country's health disparities. The program consists of 28 focus areas and 467 objectives. SAMHSA has actively participated in the work groups of all the focus areas and is committed to the achievement of the Healthy People 2020 goals. Healthy People 2010 and the conceptual framework for the forthcoming Healthy People 2020 process can be found online at: http://www.healthypeople.gov/</p>

Name	Language
28 Accessibility Provisions	<p>Recipients of Federal financial assistance (FFA) from HHS must administer their programs in compliance with Federal civil rights law. This means that recipients of HHS funds must ensure equal access to their programs without regard to a person's race, color, national origin, disability, age, and in some circumstances, sex and religion. This includes ensuring your programs are accessible to persons with limited English proficiency.</p> <p>The HHS Office for Civil Rights also provides guidance on complying with civil rights laws enforced by HHS. Please see: http://www.hhs.gov/ocr/civilrights/understanding/section1557/index.html. Recipients of FFA also have specific legal obligations for serving qualified individuals with disabilities. Please see- http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html. Please contact the HHS Office for Civil Rights for more information about obligations and prohibitions under Federal civil rights laws at https://www.hhs.gov/civil-rights/index.html or call 1-800-368-1019 or TDD 1-800-537-7697.</p> <p>Also note that it is an HHS Departmental goal to ensure access to quality, culturally competent care, including long-term services and supports, for vulnerable populations. For further guidance on providing culturally and linguistically appropriate services, recipients should review the National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care at https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=1&lvlid=6.</p>
29 Data Collection and Performance Measurement:	<p>All SAMHSA recipients are required to collect and report evaluation data to ensure the effectiveness and efficiency of its programs under the Government Performance and Results (GPRA) Modernization Act of 2010 (P.L. 102-62). Recipients must comply with the performance goals, milestones, and expected outcomes as reflected in the NOFO and are required to submit data via SAMHSA's data-entry and reporting system.</p> <p>Please contact your Government Program Official for additional submission information.</p>
30 Legislative Mandates	<p>Certain statutory provisions under P.L. 115-245, Department of Defense and Labor, Health and Human Services, and Education Appropriations Act, 2019, Division B, Title V, Title II, General Provisions limit the use of funds on SAMHSA grants, cooperative agreements, and contract awards. Such provisions are subject to change annually based on specific appropriation language that restricts the use of grant funds. The full text of P.L. 115-245 is available at https://www.congress.gov/bill/115th-congress/house-bill/6157/text?format=txt.</p>
31 Executive Order 13410: Promoting Quality and Efficient Health Care in Federal Government Administered or Sponsored Health Care Programs	<p>This EO promotes efficient delivery of quality health care through the use of health information technology, transparency regarding health care quality and price, and incentives to promote the widespread adoption of health information technology and quality of care. Accordingly, all recipients that electronically exchange patient level health information to external entities where national standards exist must:</p> <ul style="list-style-type: none"> a) Use recognized health information interoperability standards at the time of any HIT system update, acquisition, or implementation, in all relevant information technology systems supported, in whole or in part, through this agreement/contract. Please consult www.healthit.gov for more information, and b) Use Electronic Health Record systems (EHRs) that are certified by agencies authorized by the Office of the National Coordinator for Health Information Technology (ONC), or that will be certified during the life of the grant.

Name	Language
32 Audits	<p>Non-Federal recipients that expend \$750,000 or more in federal awards during the recipient's fiscal year must have a single or program-specific audit conducted for that year in accordance with the provisions of 45 CFR § 75.501(a). Guidance on determining Federal awards expended is provided in 45 CFR § 75.502.</p> <p>Recipients are responsible for submitting their Single Audit Reports and the Data Collections Forms (SF-FAC) electronically to the to the Federal Audit Clearinghouse Visit disclaimer page (FAC) within the earlier of 30 days after receipt or nine months after the FY's end of the audit period. The FAC operates on behalf of the OMB.</p> <p>For specific questions and information concerning the submission process:</p> <ul style="list-style-type: none"> • Visit the Federal Audit Clearinghouse at https://harvester.census.gov/facweb • Call FAC at the toll-free number: (800) 253-0696
33 Ad Hoc Submissions	<p>Throughout the project period, SAMHSA may determine that a grant requires submission of additional information beyond the standard deliverables. This information may include, but is not limited to, the following:</p> <ul style="list-style-type: none"> • Payroll • Purchase orders • Contract documentation • Proof of project implementation
34 Submitting Responses to Conditions and Reporting Requirements	<p>Unless otherwise identified in the special terms and conditions of award and post award requests, all responses to special terms and conditions of award and post award requests must be submitted through the eRA Commons system.</p>
35 Risk Assessment	<p>SAMHSA's Office of Financial Advisory Services (OFAS) may perform an administrative review of your organization's financial management system. If the review discloses material weaknesses or other financial management concerns, grant funding may be restricted in accordance with 45 CFR § 75.200, as applicable. The restriction will affect your organization's ability to withdraw funds from the Payment Management Services account, until the concerns are addressed.</p>
36 90-day Reconciliation and Liquidation Period	<p>In accordance with 45 CFR § 75.309 and § 75.381, recipients must liquidate all obligations incurred under an award not later than ninety (90) days after the end of award's obligation and expenditure period (i.e., the project period). After ninety (90) days, letter of credit accounts are locked. SAMHSA does not approve extensions to the ninety (90) day post-award reconciliation/liquidation period. Therefore, recipients are expected to complete all work and reporting within the approved project period and the aforementioned 90-day post-award reconciliation/liquidation period. Recipients (late) withdrawal requests occurring after the aforementioned periods will be denied.</p>
37 Cancel Year:	<p>31 U.S.C. 1552(a) Procedure for Appropriation Accounts Available for Definite Periods states the following: On September 30th of the 5th fiscal year after the period of availability for obligation of a fixed appropriation account ends, the account shall be closed and any remaining balances (whether obligated or unobligated) in the account shall be canceled and thereafter shall not be available for obligation or expenditure for any purpose.</p>

Name	Language
38 Termination	<p>Termination (45 CFR § 75.372) applies to this award and states, in part, the following:</p> <p>(a) This award may be terminated in whole or in part:</p> <p>(1) By the HHS awarding agency (SAMHSA) or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;</p> <p>(2) By the HHS awarding agency (SAMHSA) or pass-through entity for cause;</p> <p>(3) By the HHS awarding agency (SAMHSA) or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;</p> <p>(4) By the non-Federal entity upon sending to the HHS awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the HHS awarding agency or pass-through entity may terminate the Federal award in its entirety.</p>
39 Prohibition on certain tele-communications and video surveillance services or equipment	<p>As described in 2 CFR § 200.216, recipients and subrecipients are prohibited to obligate or spend grant funds (to include direct and indirect expenditures as well as cost share and program) to:</p> <ol style="list-style-type: none"> 1. Procure or obtain; 2. Extend or renew a contract to procure or obtain; or 3. Enter into contract (or extend or renew contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115- 232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). <ul style="list-style-type: none"> • For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). • Telecommunications or video surveillance services provided by such entities or using such equipment. • Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

UEI NUMBER & SAM REGISTRATION

Contents

History	1
UEI Number Requirement	1
Who needs a UEI number?	2
How much will it cost to get a UEI number or to register in SAM.gov?	2
How do I obtain a Unique Entity Identifier (UEI) number?	2
My organization is not in the United States. Does my organization still need a UEI number?	2
My organization has more than one UEI number. How do I know which UEI to use?	2
How do I find out if my organization already has a UEI number?	2
SAM Registration Requirement	2
What is SAM?	2
Who must register with SAM?	2
How does an entity register in the SAM?	3
How do I obtain a NCAGE/CAGE code?	3
Once my organization has an active SAM.gov registration, do we have to do anything else?	3
How do I find out if my organization is already registered in SAM?	3

History

- Cooperator/recipient requirements for a “unique entity identifier” were officially implemented for grants and agreements in the Federal Register (FR) on September 14, 2010, with an effective date of October 1, 2010, and added the requirement for subrecipients.
- Beginning October 1, 2010, all cooperators/recipients receiving federal awards were required to have a Data Universal Numbering System (DUNS) number and be registered with the Central Contractor Registration (CCR), as outlined in [2 CFR Part 25, Financial Assistance Use of Universal Identifier and Central Contractor Registration](#).
- In July 2012, the CCR was incorporated into the System for Award Management, known as SAM, and available at SAM.gov. The current 2 CFR Part 25 – Universal Identifier and System for Award Management, is available at this link: [eCFR :: 2 CFR Part 25](#) -- Universal Identifier and System for Award Management
- Beginning April 4, 2022, the DUNS number requirement terminated and the **Unique Entity Identifier or Unique Entity ID, known as the UEI**, was implemented as the means for an entity to be identified and validated to do business with the Government. You can find information about this transition from the DUNS number to the UEI number on the General Services Administration’s Entity Identifier Update webpage at <https://www.gsa.gov/entityid>.

UEI Number Requirement

Starting April 2022, the UEI is assigned when an entity registers or renews its registration in SAM.gov at www.SAM.gov. To access SAM.gov an entity is required to have a Login.gov account. Entities can create an account at <https://login.gov/>. As a reminder, organizations need to renew its SAM.gov registration annually.

Who needs a UEI number?

Any entity that wishes to do business with the federal government and who will receive federal funds or a subaward must have a UEI number issued via www.SAM.gov as well as a valid registration on www.SAM.gov. Individuals are not required to have a UEI or be registered in SAM.gov.

How much will it cost to get a UEI number or to register in SAM.gov?

Obtaining the new, government-owned UEI number is **FREE** for all federal grant and agreements, and contract applicants, through the registration process in SAM.gov.

How do I obtain a Unique Entity Identifier (UEI) number?

All entities/organizations applying for grants (except individuals) or receiving a federal assistance or non-assistance award must register in www.SAM.gov to generate a UEI number. (See SAM Registration, Page 3)

My organization is not in the United States. Does my organization still need a UEI number?

UEI numbers are required for all organizations, foreign or domestic, when doing business with the Federal Government. In rare instances, a foreign cooperator whose award or subaward is less than \$25,000 can request a waiver from ARS by communicating with the Financial Management and Agreements Division Authorized Departmental Officer. The request will be reviewed against the exceptions in 2 CFR Part 25.

My organization has more than one UEI number. How do I know which UEI to use?

UEI numbers are issued by the physical location of the organization. Therefore, some organizations may have multiple UEI numbers. Use the UEI number associated with the location of the organization that is doing business with the Federal awarding Agency.

How do I find out if my organization already has a UEI number?

Your chief fiscal officer, treasurer, business manager, executive director, or accountant is likely to be able to provide your organization's UEI number, particularly if your organization is already registered in SAM. If your organization is already registered in SAM, your UEI has already been assigned and is viewable in your SAM.gov entity registration. SAM created UEIs for all existing registrations, both active and expired.

If your organization has never been registered in SAM, then your chief fiscal officer, treasurer, business manager, executive director, or accountant will be provided a UEI through the registration process at SAM.GOV.

SAM Registration Requirement

What is SAM?

The System for Award Management (SAM) is an official website of the U.S. government and a large central database that includes information about all government contractors and entities receiving grant and cooperative agreements. It is managed by the General Services Administration (GSA) and SAM.gov is free for entities to register to do business with the U.S. government.

Who must register with SAM?

For entities to do business with any federal government agency, receives federal funds, they must complete the SAM registration. Once the SAM registration has been completed, the government assigns the entity a Commercial and Government Entities Code, or CAGE Code, and a UEI number. All entities must also register with SAM *before* a proposal can be submitted and before an agency-funded agreement or contract can be issued. If an organization plans to issue a contract or sub-award, those entities must also be registered in SAM.gov and have a UEI number.

How does an entity register in the SAM?

1. To access www.SAM.gov an entity is required to have a Login.gov account. Entities can create an account at <https://login.gov/>.
2. To register with SAM, go to <https://sam.gov/content/home>, and click on “Register Your Entity or Get a Unique Entity ID”. The chief fiscal officer, treasurer, business manager, executive director, or accountant for your organization must know your organization's Federal Tax Identification Number (TIN). Foreign organizations may or may not have a TIN number.

How do I obtain a NCAGE/CAGE code?

United States (US)-based organizations must register for a Commercial and Government Entities Code, CAGE Code, and Foreign-based organizations must register for a NCAGE code in the NATO codification system.

- a. **US-based organizations:** A CAGE code will be automatically assigned when a U.S. organization registers in www.sam.gov. Organization’s legal address in CAGE must mirror www.sam.gov.
Link for CAGE: https://cage.dla.mil/Home/UsageAgree#_blank
- b. **Foreign-based organizations:** Must apply for a NCAGE code *before* registering in SAM.gov. The Organization’s legal address in NCAGE must mirror www.sam.gov. NCAGE codes must be renewed every 5 years; it is recommended that you complete your renewal about three months before it is set to expire. It takes a couple of weeks to get approval, so it’s crucial that you complete the process early.
Link for NCAGE: [NATO Codification System - AC135](https://www.nato.int/structur/ac/135/welcome.htm#_blank)
(https://www.nato.int/structur/ac/135/welcome.htm#_blank)
- c. **CAGE/NCAGE code renewal.** CAGE/NCAGE registrations must be renewed every 5 years. Organizations are required to renew their CAGE or NCAGE codes, prior to renewing www.sam.gov. It is recommended that you complete your renewal about 3 months before it is set to expire.

CAGE Code Registration Help: [CAGE Code Renewal & Registration: We Can Help | SAM Registration, SAM.gov Registration | Federal Contractor Registry](#)

Once my organization has an active SAM.gov registration, do we have to do anything else?

Yes. A SAM registration must be renewed at least every 12 months to remain valid and must remain active during the life of all active Federal awards. It is the responsibility of the entity/organization to ensure they have an active registration in SAM.gov.

How do I find out if my organization is already registered in SAM?

You can perform a public search in SAM to find your organization's registration. Go to [the SAM website](#), and enter the organization name, CAGE Code, or UEI number in the “Search” box. If your organization chose the “opt out of public display” option in its registration, you will not be able to see that registration on the public search site unless you log in with a username and password.

UNIQUE ENTITY IDENTIFIER (UEI) ACKNOWLEDGMENT FORM

I acknowledge and have received guidance regarding SAM.gov UEI registration. I acknowledge that a viable proposal may hinge on my ability to register with SAM.gov and obtain a UEI. I attest that I shall comply with the above requirements and have obtained or will obtain a UEI with SAM.gov.

Individual/Organization Name: _____

Individual/Organization Address: _____

Authorized Signature: _____

Date: _____

At the time of submission of this form I/we:

☐

Have obtained a UEI from SAM.gov as follows below:

☐

**Have not obtained but are in the process of obtaining
a UEI.**

☐

Have not obtained a UEI.

Form L

Civil Rights Requirements

Service Provider

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

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:
Name:	Title:
Agency:	

This form should be submitted in the Proposal Envelope

Form N

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 Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion PROJECT INFORMATION:

Project Name: _____

Project Number: _____

Principal Contact: _____

Firm Name / Contact Name / Title

Firm Address/ Phone Number/ Email Address

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Contractor-

- (1) The undersigned certifies, by submission of this proposal, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal agencies;
 - (b) Have not within a three-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;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the undersigned is unable to certify to any of the statements in this certification, such Subrecipient/ Sub Grantee offeror shall attach an explanation to this proposal*.

*Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency, dates of action, and the type of violation.

I, the official named below, hereby swear that I am duly authorized to legally bind the prospective contractor to the above described certification. I am fully aware that this certification is made under penalty of perjury under the laws of Guam.

Signature/Authorized Certifying Official

Typed Name and Title

Prospective Contractor/Organization

Date Signed

Contractor License No. (if any)

Telephone No. _____ Email _____

Form O

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 – Uniform Guidance 2 CFR Part 200 & HHS Uniform Guidance 45 CFR Part 75

Partner/Subrecipient/ Sub Grantee by signing below acknowledge that they have been advised of the Uniform Guidance and HHS Uniform Guidance for Federal Awards apply as applicable. Partner/Subrecipient/ Sub Grantee shall comply with applicable provision in their own procurements. Partner/Subrecipient/ Sub Grantees shall flow through the requirements as applicable in any subcontracts.

2 CFR Part 2 Appendix II

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

"Contract Provisions for Non-Federal Entity Contracts Under Federal Awards – Uniform Guidance Appendix II B of the Uniform Guidance- 2-CFR Part 200 Contract Provision, to flow through and include the following in all contracts, as applicable.

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, 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" (40 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 3, "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. 3143), 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 governmentwide 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) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]"

Domestic preference for procurements.

§ 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Prohibition on certain telecommunications and video surveillance services or equipment.

200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
- (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- (c) See Public Law 115-232, section 889 for additional information.
- (d) See also § 200.471.

Procurement of recovered materials.

§ 200.323 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.

(New) Buy American Preference – effective May 14, 2022

Offerors/Service Providers/Contractors/Subrecipients – are advised that this clause will be updated in the future as more information becomes available from the Federal Grantors.

References:

Build America, Buy America Act (BABAA), section 70914 of P.L. 117-58, §§ 70901-52 also known as the Infrastructure Investment and Jobs Act.

OMB Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Assistance Programs for Infrastructure.

A copy of OMB M-22-11 is available at:

<https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf>.

The Notice of Award(s) for Federal Funds is/and will be provided as part of the Request for Proposals, and/or Agreement, and any updates to it provided to GBHWC will be provided, (if the solicitation is still open to the potential Partner/Subrecipient/ Sub Grantee, and to the awarded party if a contract is in effect, as GBHWC is updated by the Federal Grantor.

Partner/Subrecipient/ Sub Grantee may view the complete Uniform Guidance and HHS Uniform Guidance via the Code of Federal Regulations at [eCFR :: Home](https://www.ecfr.gov/), <https://www.ecfr.gov/>.

SUBMITTED BY:

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