



GUAM BEHAVIORAL HEALTH AND WELLNESS CENTER
Children & Adolescents Services Division

Request for Proposals

GBHWC RFP 2024-06

For

Professional Services for Autism Services Program

Funded by

U.S. Department of Health and Human Services (HHS),
Administration for Children and Families (ACF),
Child Care and Development Block Grant (CCDBG) Act of 2014
Guam Department of Public Health and Social Services DCW

ISSUED: September 9, 2024

QUESTIONS DUE: September 12, 2024

PROPOSALS DUE: September 20, 2024

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PUBLIC NOTICE

Request for Proposal Professional Services for Autism Services Program GBHWC RFP NO. 2024-06



The Guam Behavioral Health and Wellness Center (the GBHWC) is soliciting proposals from individuals, profit or non-profit corporations, or organizations interested in providing professional services to provide an array of services on island, in-person, and in-home and in community-based settings designed to support children and families challenged by autism spectrum disorder (ASD).

The Autism Services Program is funded by a subaward from the Guam Department of Public Health and Social Services, Division of Children's Wellness through the U.S. Department of Health and Human Services, Administration for Children and Families, Child Care and Development Block Grant (CFDA 93.575), Notice of Award No. 2201GUCCDD.

Digital copy of the Request for Proposal (RFP) package is available for public inspection at www.gbhwc.guam.gov or a hard copy from the Director's Office, GBHWC located on the First Floor, 790 Governor Carlos G. Camacho Road, Tamuning, Guam between 8:30 A.M. to 4:30 P.M. Monday through Friday except Government of Guam holidays. GBHWC requires that prospective Offerors register with GBHWC to ensure that they receive notices regarding any changes or updates to the RFP. Official communications, clarifications and amendments to the RFP will be sent to all registered Offerors and posted at <https://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, addressed and sent to the GBHWC Director through U.S. Mail, hand delivery, facsimile (671) 649-6948 or email to marilyn.aflague@gbhwc.guam.gov by **September 12, 2024**. All correspondence will be recorded, considered confidential and timely responded to in the form of an answer or amendment, whichever is applicable in accordance with Guam Procurement Regulations.

The DEADLINE FOR RECEIPT OF PROPOSALS is no later than 4:30 P.M. Chamorro Standard Time, **September 20, 2024**. Original proposals must be submitted to the Director's Office by U.S. Mail, commercial courier, or hand delivery, and must be addressed to the Director, Guam Behavioral Health and Wellness Center. Electronic mail (email) **is not** acceptable except from off-island offerors who may submit digital copies with electronic signatures.

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 as provided for in the regulations if the Director determines such to be in the best interest of GBHWC.

GBHWC is an equal opportunity employer.

Carissa E. Pangelinan Director
September 9, 2024

Paid 100% by grant funds from HHS, ACF, Child Care & Development Block Grant (CFDA 93.575)

I. GENERAL INFORMATION

A. INTRODUCTION

The Guam Behavioral Health and Wellness Center (GBHWC) serves as the single state agency authority for mental health and substance use prevention and treatment services for the U.S. Territory Government of Guam (P.L. 17-21). Through its Child and Adolescent Services Division (CASD), GBHWC is requesting proposals from qualified public, private, for-profit, non-profit organizations, companies or individuals interested in providing professional services to provide an array of services on island, in-person, in-home and community-based settings designed to support children and families challenged by autism spectrum disorder (ASD).

CASD's vision is a community that enhances the system of care philosophy and core values which are person-centered, family driven, culturally responsible, strength and community-based (P.L. 25-41). CASD's mission is to provide the highest standard of care and strengthen our island community by enhancing every person's emotional and behavioral health through evidence-informed practices that are person-centered and culturally responsible. The ultimate goal of CASD is for families to have positive outcomes from the services provided and be a successful contributing member of our community.

Offerors must be aligned with CASD's mission and objectives and be a qualified professional organization experienced in the multidimensional treatment and support of children with diagnosed ASD. They must also be capable of providing regular and consistent training, intervention, and referral services in-person on island.

The island of Guam is an unincorporated territory of the United States in the western Pacific Ocean. Guam is located approximately 3,300 miles west of Hawaii, 1,500 miles east of the Philippines, and 1,550 miles south of Japan, and is the western-most territory of the United States. The island is 30 miles long and between 4 and 12 miles wide, $\frac{3}{4}$ the size of Singapore, making Guam the 31st largest island of the United States. It is the southernmost and the largest island in the Mariana Islands chain.

B. BACKGROUND

In line with Government of Guam policy and legislated mandates, GBHWC encourages interagency and community partnerships in the development and implementation of mental health and substance use services. Currently, GBHWC provides mental health services for children and their families through services provided by licensed clinical social workers, counselors, psychologists and psychiatrists. Due to the behaviors exhibited by those diagnosed with autism, it is often believed that mental health service is the standard treatment for this disorder. However, there is not one standard treatment for ASD, as it relies on multifaceted services provided by school-based systems, occupational therapy, speech and language therapy, nutritional therapy, as well interventions that parents of these children must implement as well.

1. Grant Goals and Objectives

Due to the growing identification of ASD on the island and the need to support families in a more comprehensive and multifaceted way, the goal of this proposal is for a service provider to address the multiple needs faced by youth diagnosed with ASD and their families.

2. The major objectives are:

- a. To provide access to in-person child and family behavior interventions in the child's home environment.
- b. To increase caregiver support and skill development for caregivers of children diagnosed with ASD.
- c. To provide community-based awareness and training to educators and school systems serving children diagnosed with ASD.
- d. To reduce the impact of unsupported challenges faced by families with diagnosed ASD.

3. Proposal Overview and Subrecipient Commitment

GBHWC, a pass-through entity, is inviting qualified non-profit, for-profit, public, or private organizations or individuals in Guam to submit proposals to provide local, on-island, in-person services for GBHWC subaward for Autism Services Program, to provide an array of services meeting the standard of care for individuals with Autism Spectrum Disorder. The subaward recipient will partner with GBHWC and the Department of Public Health and Social Services (DPHSS) in providing evidence-based Autism treatment services and training to identified target audiences.

Qualified organizations responding to this RFP will be called **Offerors**. The Offeror awarded funds as part of this RFP will be known as a Service Provider. One award will be given under this RFP to the most responsive and responsible Offeror.

As a response to this RFP, **Offerors are expected to propose a service plan proposal to fulfill the subaward objectives** listed in this section under "Grant Goals and Objectives". The service plan proposal must detail the Offeror's proposed target population that aligns with GBHWC's intent to offer more comprehensive evidence-based services to ASD diagnosed children and adolescents. The proposed service plan must detail services provided in 3 domains:

- In-person family interventions, including relevant supports using behavioral techniques, occupational, and speech and language interventions,
- Parent skill building and support, and
- School/child care center training.

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

This is a request for subaward proposals funded 100% from a federal subgrant to GBHWC through an Intra GovGuam work request. 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 to the extent that such laws conflict with any specific federal grant condition with any federal laws or regulations that are in conflict with or not reflected in the Guam procurement laws.

D. ALL PARTIES TO ACT IN GOOD FAITH

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

E. LIABILITY FOR COSTS TO PREPARE PROPOSAL

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

F. REGISTRATION OF INTERESTED PARTIES (Form A) Exhibit 1

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

G. DESIGNATION OF REPRESENTATIVE (Form B) Exhibit 2

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

H. LICENSES (Form C) Exhibit 3

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.

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

I. NON-RESIDENT TAX WITHHOLDING

A non-resident person without a valid Guam business license residing outside of Guam shall be subject to a withholding assessment, the equivalent of the Guam business privilege tax (BPT), which shall be the equal for four percent (4%) or current rate of the total value of a contract awarded by all government of Guam contracts for professional services as a cost of doing business with government of Guam. See P.L. 33-166 effective June 20, 2017 codified at 11 G.C.A. Chapter 71, Section 71114.

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

Exhibit 16

The U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA) Grants Management System disburses payments via the U.S. Department of Treasury (Treasury). The U.S. Treasury requires that your Tax Payer Identification Number (TIN) is included with each payment. Therefore, in order to do business with SAMHSA and Guam Behavioral Health and Wellness Center (GBHWC), you must have a registered Unique Entity Identifier (UEI) and TIN with SAM, the U.S. Federal Government's primary registrant database. The requirements are set forth in 2 CFR § 25.

K. DEBARMENT, SUSPENSION AND INELIGIBILITY

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

L. PROHIBITION AGAINST EMPLOYMENT OF SEX OFFENDERS

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

Government in its sole discretion may suspend temporarily any contract for services until corrective action has been taken.

M. MANDATORY LOCAL DISCLOSURES

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

1. Affidavit Re Disclosing Ownership, Influence, Commissions and Conflicts of Interest (AG Procurement Form 002) Exhibit 4
The offeror shall submit an affidavit and represent its list of names and addresses of any person holding more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship or corporation at any time during the twelve (12) month period immediately preceding submission of proposal. The affidavit shall contain the number of shares or the percentage of assets of such partnership, sole partnership or corporation which have held by each person during the twelve (12) month period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid for the bidder and shall also contain the amounts of any such commission, gratuity or other compensation. The affidavit shall be open and available to the public for inspection and copying. (5 GCA §5233) 2)
2. Affidavit Re Non-Collusion (AG Procurement Form 003) Exhibit 5
The Offeror shall submit an affidavit and represent that it certifies that the price submitted was independently arrived without collusion and has not intentionally committed anti-competitive practices (2 GAR §3126.b).
3. Affidavit Re Gratuities or Kickbacks (AG Procurement Form 004) Exhibit 6
The Offeror shall submit an affidavit that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in §11206 Gratuities and Kickbacks of the Guam Procurement Regulations.
4. Affidavit Re Ethical Standards (AG Procurement Form 005) Exhibit 7
The Offeror shall submit an affidavit and represent that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Regulations.
5. Declaration Re Compliance with U.S. Department of Labor (DOL) Wage Determination (AG Procurement Form 006) Exhibit 8
The Offeror shall submit an affidavit and represent that it will pay its employees and ensure its subcontractors pay its employees in full compliance with all applicable federal and local wage rules and regulations, 5 GCA §5801 & §5802 Wage Determinations.

The most recently issued wage determination at the time a contract is awarded applies to the Agreement. Exhibit 8.a

6. Affidavit Re Contingent Fees (AG Procurement Form 007) Exhibit 9

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

N. CONTRACT, DURATION AND COMPENSATION

1. Type of Contract

The subaward will be a fixed price contract that places responsibility on the contractor for the delivery of the product or the complete performance of the services or construction in accordance with the contract terms at a price that may be firm or may be subject to contractually specified adjustment.

2. Duration of Contract or Term of Service

a. The initial term contract shall begin upon the date that the Governor approves the contract, as signified by her execution of the contract (the "Initial Term"). After the Governor has approved the contract, the government will issue a written notice to proceed notifying the vendor when the services are to begin. The initial term of the contract shall end September 29, 2024, subject to the appropriation, allocation and availability of funds.

b. Renewal Term

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

c. Monthly Extension Periods.

At the option of the government, and as agreed-to by Offeror, the contract may be extended after the final renewal term on a month-to-month basis (each being a "Monthly Extension Period"), to begin immediately after the expiration of the final Renewal Term, provided that in no event may the parties agree to more than six Monthly Extension Periods. The Monthly Extension Periods may be agreed-to by the parties only if the government is unable to continue the services uninterrupted under a new contract after a new solicitation and procurement undertaken by the Government.

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

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

There may be multiple certifications of funds by the GBHWC during any term of the contract as cleared by the Bureau of Budget and Management Research (BBMR Form CFF).

3. Compensation

Offeror shall be compensated monthly upon the clearance of monthly invoices by GBHWC.

a. Invoices and Payments
All compensation is subject to appropriation, allocation and availability of funds, upon completion of the services and receipt of any deliverables and a monthly invoice in the form agreed by the parties. If less than a month of service is provided, the GBHWC shall pro-rate the payment based on the number of days of service provided.

Each invoice should include the total amount billed from the inception of the current contract year. All invoices are subject to review and approval by the GBHWC. The acceptance and payment of any invoice shall not be deemed a waiver of any of the GBHWC's rights under the agreement. In any reporting month there exists a discrepancy in the statistical, narrative or financial reports submitted by Offeror to GBHWC, ten percent (10%) of the invoice amount shall be withheld until the discrepancy has been resolved to the satisfaction of GBHWC.

b. Deliverables

The invoices should identify the events or milestones listed but not limited to such as:

1. Current unduplicated number of children receiving services (including those on waitlist)
2. Current unduplicated number of parents/families receiving parent training
3. Current unduplicated number of school educators/staff receiving training
4. Number of child care facilities receiving general training
5. Semi-annual reports due March 31st and September 31st
6. Current staff roster
7. Program narrative on challenges
8. Client success stories

c. Payment and Release of Claims

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

O. INDEPENDENT CONTRACTOR STATUS

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

P. CONFIDENTIAL/PROPRIETARY INFORMATION

Any restrictions of the use or inspection of material within the proposal shall be clearly stated in the proposal itself. Offeror must state specifically, which elements of the proposal are to be considered confidential/proprietary. 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 (Annual Program Cost, Form F) 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 GBHWC as being non-compliant/non-responsive with the RFP.** Any information that will be included in any resulting contract cannot be considered confidential. GBHWC will

make a written determination as to the apparent validity of any request for confidentiality. In the event GBHWC does not concur with Offeror's request for confidentiality, the written determination will be sent to Offeror.

Q. OWNERSHIP OF PROPOSAL

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

R. EXPLANATION TO OFFERORS

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

S. EQUAL EMPLOYMENT OPPORTUNITY

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

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 S 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. 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.

T. ASSIGNMENT

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

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

U. AMENDMENTS TO REQUEST FOR PROPOSAL

The right is reserved as the interest of the GBHWC may require revising or amending the specifications prior to the date set for opening proposals. Such revisions and amendments, if any, will be announced by an amendment or amendments to this RFP and shall be identified as such and shall require that firms acknowledge receipt of all amendments issued. The amendment shall refer to the portions of the RFP it amends. The amendments shall be sent to all prospective Offerors known to have received 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.

V. PROPOSAL SELECTION

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

After conclusion of validation of qualifications, evaluation, and discussion as provided in the Amendments to Request for Proposal, the GBHWC will select 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.

W. ERRORS AND OMISSIONS

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

X. MANDATORY FEDERAL FORMS

In addition to the requirements of the intra Gov't of Guam work request and the memorandum of understanding between GBHWC and DPHSS, the documents listed below are an integral part of this request for proposal; and, the Offeror is expected to comply wherein applicable to

1. Department of Health and Human Services, Administration of Children and Families Notice of Award # 2201GUCCDD.
2. Child Care and Development Block Grant Act.
3. SAMHSA Fiscal Year 2022 Award Standard Terms.
4. Compliance with Federal Financial Accountability Transparency Act.

5. Assurance of Compliance with SAMHSA Charitable Choice Statues and Regulations (SMA 170).
6. Federal Grant Fund Certification and Assurances.
7. Universal Identifier & SAM Requirements.
8. Civil Rights Requirements.
9. Limited English Proficiency Certification.
10. Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion.
11. Procurement Standards.

Y. **MULTIPLE OR ALTERNATE PROPOSALS**

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

SECTION II. SCOPE OF WORK

Program specification requirements for GBHWC subaward for Autism Services Program are as follows:

Definitions

Autism Spectrum Disorder (ASD). Neurological and developmental disorder that affects how people interact with others, communicate, learn, and behave. Behaviors are marked by difficulty with communication and interaction with other people, restricted interests and repetitive behaviors, or other symptoms that affect their ability to function in school, work, and other areas of life.

Severe Emotional Disturbance (SED). Children under the age of 18 who have an emotional, behavioral, or mental disorder diagnosable under the Diagnostic Statistical Manual (DSM) or ICD-10-CM equivalents, or subsequent revisions (with the exception of “V” codes, substance use disorders and developmental disorders, unless they co-occur with another diagnosable severe emotional, behavioral, or mental disorder), are unable to function in the family, school, community, or in a combination of these settings; or the level of functioning is such that the child or adolescent requires multiagency intervention involving two or more community service agencies (such as mental health, education, child welfare, juvenile justice, substance use treatment) and have a disability that must have been present for at least one year, or on the basis of diagnosis, severity, or multi-agency intervention is expected to last more than one year.

Scope of Work

The Offeror agrees to provide an array of services for youth between the ages of 2–13, with diagnosable autism spectrum disorder. Children older than 13 may receive services on a case by case basis. The service components of this program include, but are not limited to the following:

- A. Family Interventions – direct services provided to the child and family members involved in caregiver support. The following activities must be delivered locally and in-person, including:
 - 1. Initial screening and intake interview
 - 2. Prevention strategies
 - 3. Principles of behavior
 - 4. Development of daily schedules
 - 5. Consequence strategies
 - 6. Functional communication training
 - 7. Speech and language observation, evaluation, and treatment
 - 8. Occupational therapy observation, evaluation, and treatment
 - 9. Additional interventions related to challenges associated with autism, e.g. token economy, imitation, toileting, etc.

10. Referral to other necessary services including childcare and after school programs
- B. Parent/Caregiver Skills Training – developing capacities of caregivers to be able to directly improve developmental outcomes and functional independence of children diagnosed with Autism. Examples of this service component may include the following:
1. Parent-mediated interventions
 2. Reducing maladaptive behaviors (e.g. aggression, tantrums) and teaching how to promote function and learning through new adaptive behaviors
 3. Communication skills
 4. And addressing and reducing the experience of parental stress
- C. Educator Training – developing capacities of educators and administrators of educational settings to better recognize and address needs related to children diagnosed with ASD. Activities of this service component include:
1. Partner with school officials and directors from both the Guam Department of Education and CCDF child care providers
 2. Assessment of educator staff knowledge related to ASD
 3. Direct trainings provided to a child’s teachers, childcare provider, paraeducators, and others involved in the child’s education setting
 4. Provide ASD training to at least one Child Care Development Fund (CCDF) childcare setting per month, resulting in certification for all those who participate fully in the training
 5. Conduct a skills training workgroup, workshop, or conference for all CCDF child care providers resulting in certification upon successful completion
- D. Outreach and Engagement – activities to promote the awareness of the program including:
1. Coordinate and conduct an annual ASD resource fair to include non-governmental and governmental agencies to share about service offerings and increase community awareness
 2. Promote the availability of services to families
- E. Minors not actively enrolled with CASD must be enrolled prior to referral to Autism Services Program (ASP).
- F. Written parental consent is required prior to referral of the child to the ASP program.
- G. Maximum enrollment in the ASP shall be determined by the vendor based on staffing capacity and in consideration of fidelity to any evidence-based practice models. The

vendor will collaborate with CASD to ensure that families are receiving services in a timely manner.

- H. Length of stay will be determined by the vendor in consideration of fidelity to any evidence-based practice models.
- I. Reporting requirements include the following:
 - 1. Monthly tracking of number of individuals/families served by ASP, including an accounting of current capacity and availability
 - 2. Monthly tracking of number of educator trainings conducted and number of individuals certified, and
 - 3. Quarterly tracking of the number of workshops or other outreach activities conducted.
 - 4. Other reporting requirements to be determined at the discretion of GBHWC.
- J. ASP Staffing: Staffing for the ASP shall minimally include the following:
 - 1. Board-Certified Behavior Analysts (BCBA) – 2.25 FTE
 - 2. Behavior Interventionists (BI) – 4.0 FTE
 - 3. Quality Assurance Specialist – 1.0 FTE
 - 4. Speech/Language Therapist – 1.0 FTE
 - 5. Occupational Therapist – 1.0 FTE
- K. Licensing: All professional staff shall possess unrestricted licenses to practice in their profession in accordance with federal and local statutes and must demonstrate skills and competence, or track to earn their unrestricted licenses.
- L. The GBHWC understands the value of tele-medicine. The practice of tele-medicine shall be in accordance with Guam applicable statute on licensure. Additionally, the Offeror shall comply at all times with federal and local statute on patients' confidentiality and HIPAA rules and regulations.
- M. The Offeror is responsible for the recruitment, hiring, training, and contracting of appropriate program supports to effectively operate the ASP.
- N. The Offeror and its staff shall disclose any employment and business affiliations that can be in direct conflict in the performance of any and all provisions of this contract.
- O. Required Clearances and Drug Testing: All recruitment of personnel for the ASP and its services shall have the following before getting hired: physical examination; drug testing, relevant police and court clearances, and may request an inquiry to the National Crime Information Center prior to employment. Additionally, employees must undergo random

drug testing. The Offeror must provide GBHWC prior to the execution of the contract a listing of all its employees and their status of their clearance, dates, and results of random drug testing. The list of employees must be updated as staff leave and new staff are recruited or annually.

- P. Affidavit of Charges and Disposition: The Offeror's employees who have been charged legally must submit an affidavit outlining the charges and dispositions to include statement of innocence and court clearances.
- Q. Reporting Abuse and Neglect: The Offeror shall orally report any suspected incident of abuse or neglect of children immediately to Child Protective Services (CPS) within timeframes established in public statute for mandated reporting. Additionally, a report on the incident shall be given to the GBHWC Director or designee within the next business day. The Offeror must have written protocols for responding, reporting and intervening on suspected incidents of abuse or neglect and be able to provide a copy of the protocols to GBHWC.
- R. Ensure that the best practice model of treatment and interventions such as Trauma Informed Care and Applied Behavior Analysis (ABA) therapy is applied to consumers of ASP and reflected in the Offeror's operation and administration of the program.
- S. GBHWC Access for Inspections: Authorized GBHWC personnel conducting regulatory functions shall have access to enter the Offeror's office premises for the purposes of compliance monitoring at any given time.

The scope of work is written by James Cooper-Nurse, PhD., Deputy Director, and approved by Carissa E. Pangelinan, GBHWC Director.

III. PROPOSAL CONTENTS, REQUIREMENTS, AND INSTRUCTIONS

A. GENERAL INSTRUCTIONS

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

1. Title Page
The title page must have the name of the Offeror, name of business (if applicable), the location of the Offeror's principal place of business, telephone and facsimile numbers, and email address.
2. Table of Contents
3. Designations of Contact Person to include his/her address and contact numbers, including email address, if different from the offeror's. The designated person must be able to answer any questions regarding the offeror's proposal and must be able to negotiate the fee. Contracts must be executed by an officer (executive) or official delegate/designee.
4. Statement of understanding and willingness, expressing the offeror's understanding of the work to be accomplished as specified in Section II Scope of Work, and a statement of positive commitment and willingness to perform the services.
5. Background Summary:
 - a. Description of Organization
 - b. History of the Organization (the number of years the offeror has been in business and average number of its employees (if any) over the past year.
 - c. Organizational Philosophy
 - d. Unique Characteristics
 - e. Organizational Chart, if applicable
6. Skills and Experiences:
 - a. Proposed Services (what the offeror will undertake to accomplish the objectives of this project and the work described in the Scope of Work)
 - b. Target Population
7. Project Personnel and Community Partners, if applicable:
 - a. Project Leader's academic background (education and specialized training), skills (abilities and qualifications) and community development work experience with similar projects
 - b. Staff Position Titles/Description of work responsibilities
 - c. Community Partners – organization/volunteers, past or current

8. Service Delivery
 - a. Proposed Services (a discussion of the program that the Contractor will undertake to accomplish the objectives of this project and the work described in the Scope of Work).
9. 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.
10. Letters, awards or other forms of recognition that demonstrate confidence in the Offeror's work performed and experience, to include a current financial statement or audit.
11. Reporting System
 - a. Regular progress reporting mechanism
 - b. Tracking of financial activity
 - c. Tracking system to report project progress
 - d. Performance measures on completion of services contained in Section IV.
12. Proposal Registration Form A
13. Proposal Signature Form B
14. All Licenses Form C
15. Affidavit re Disclosing Ownership, Influence, Commissions and Conflicts of Interest
AG Procurement Form 002
16. Affidavit re Non-Collusion – AG Procurement Form 003
17. No Gratuities or Kickbacks Affidavit – AG Procurement Form 004
18. Ethical Standards Affidavit – AG Procurement Form 005
19. Wage Determination and Benefit – AG Procurement Form 006
20. Contingent Fees – AG Procurement Form 007
21. Sample Business Associate Agreement Form D
22. Annual Cost Proposal – Form F (Separate, Sealed & Marked Confidential)
23. Intra GovGuam Work Request
24. MOU DPHSS and GBHWC
25. Federal Grant Fund Certifications and Assurances with Notice of Award No. 2201GUCCDD
26. Fiscal Year 2022 Award Standard Terms
27. Registration for Unique Entity Identifier
28. Compliance with Federal Financial Accountability Transparency Act
29. Assurance of Compliance with SAMHSA Charitable Choice Statutes and Regulations (SMA 170)
30. Limited English Proficiency Certification
31. Civil Rights Requirements
32. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

33. Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards
34. Procurement Standards Form P
35. Child Care and Development Block Grant Act

B. REQUIREMENTS AND INSTRUCTIONS

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

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

IV. GENERAL PROCEDURES

A. RECEIPT AND REGISTRATION OF PROPOSAL

1. All proposals and modifications shall be time stamped upon receipt and held in a secure place until the established due date below. Proposals and modifications received after the due date and time will not be considered. It is the sole responsibility of each offeror to assure that its proposal is delivered at the specified location prior to the deadline. Proposals which, for any reason, are not delivered will not be considered. The deadline for **receipt** of proposals by the GBHWC is **at 4:30 P.M. September 20, 2024.**

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

Mailing & Delivery Address:

Carissa E. Pangelinan, Director
Guam Behavioral Health and Wellness Center
790 Governor Carlos G. Camacho Road
Tamuning, Guam 96913
Tel (671) 647-1901, 647-5400

Offeror shall submit one (1) original, one (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 except from off-island offerors
5. Proposals may be hand-carried and received at the GBHWC on or before the submission date and time. You may call (671) 647-1901 or 647-5400 for an on-site official receipt.
6. **Questions** regarding this RFP should be written and addressed to the GBHWC Director through U.S. Mail, hand-delivery, facsimile (671-649-6948) or emailed to marilyn.aflague@gbhwc.guam.gov by **4:30 P.M., September 12, 2024.** All correspondence will be recorded, considered confidential and timely responded to in the form of an answer or amendment, whichever is applicable in accordance with Guam Procurement Regulations.
7. Proposals received through the mail will not be accepted if such mail is received at the address showing after the submission date and time.

8. Under no circumstances will the GBHWC accept a late proposal unless GBHWC is closed by external shutdown, local emergency, natural disaster or by order of the Governor or government official.

B. OPENING OF PROPOSALS

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

C. PROPOSAL EVALUATION AND ASSIGNED WEIGHTS

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

EVALUATION CRITERIA	ASSIGNED WEIGHT
Understanding of RFP: The organization’s familiarity with the needs of the consumers and knowledge of overall services and support required.	10
Work Plan/Project Execution: The organization’s description of how they will provide services detailed in Section II, Scope of Work.	35
Corporate/Organization Experience: Experience in successfully managing projects, inclusive of similar projects accomplished or underway. Demonstrated ability to meet schedules, deadlines or reporting requirements, or a history of work with GBHWC to include cooperativeness, openness, and collegial relationship.	15
Qualification of Personnel: The qualifications and abilities of key personnel proposed to be assigned to perform the services as reflected by technical training and education, developmental disabilities experience, and other specific experience.	20

Financial Information. Current, certified financial statement or audit within the last five years that demonstrates offeror’s financial ability to sustain first year’s operation without the revenue from this proposal’s contract.	10
Equipment, Facilities and Accounting Software: The equipment, computer systems, accounting software, and facilities to perform the required services are available or will be made readily available at the time of contracting.	10

Total Points: 100

D. DISCUSSION

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

E. NEGOTIATION AND AWARD OF CONTRACT

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

The GBHWC will negotiate a contract with the best responsive qualified offeror 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.

3. Agreeing upon compensation which is fair and reasonable within the local market, taking into account the estimated value of the required services, and the scope, complexity, and nature of such services.

F. RIGHT TO REJECT OFFERS AND CANCEL THE PROCUREMENT

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

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

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

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

V. CONTRACTUAL TERMS

A. GENERAL REQUIREMENTS

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

B. SAMPLE CONTRACT (Form E)

Appendix 1

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

VI. ATTACHMENTS

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

No.	Category	Reference	Page	Document	Requirement
1	Mandatory	Exhibit 1	31	Proposal Registration (Form A)	Delivery to GBHWC
2	Mandatory	Exhibit 2	32	Designation of Representative (Form B)	Wet Signature
3	Mandatory	Exhibit 3	33	Licenses (Form C)	Wet Signature
4	Mandatory	Exhibit 4	34-37	Affidavit Re Disclosing Ownership, Influence, Commissions and conflicts of Interest (AG Proc. Form 002)	Wet & Notarized Signature
5	Mandatory	Exhibit 5	38	Affidavit Re Non-Collusion (AG Proc. 003)	Wet & Notarized Signature
6	Mandatory	Exhibit 6	39	Affidavit Re Gratuities or Kickbacks (AG Proc. Form 004)	Wet & Notarized Signature
7	Mandatory	Exhibit 7	40	Affidavit Re Ethical Standards (AG Proc. Form 005)	Wet & Notarized Signature
8	Mandatory	Exhibit 8	41	Declaration Re Compliance with U.S. Department of Labor (DOL) Wage Determination (AG Proc. Form 006)	Wet Signature
9	Mandatory	Exhibit 8.a	42-52	U.S. DOL Wage Determination 2015-5693, Revision No. 20, Issued 12/26/2023	(Attachment to AG Proc. Form 006)
10	Mandatory	Exhibit 9	53	Affidavit Re Contingent Fees (AG Proc. Form 007)	Wet & Notarized Signature
11	Mandatory	Exhibit 10	54-61	Acknowledgement of Sample Business License Associate Agreement (Form D)	Wet Signature
12	Informational	Appendix 1	62-90	Sample of Contractual Agreement (Form E)	Reference
13	Mandatory	Exhibit 11	91-92	Annual Cost Proposal Template (Form F)	Wet Signature
15	Mandatory	Exhibit 12	93	Intra Gov't of Guam Work Request	Wet Signature
14	Mandatory	Exhibit 13	94-114	Memorandum of Understanding between GBHWC and DPHSS	Wet Signature
15	Mandatory	Exhibit 14	115-120	Federal Grant Fund Certifications and Assurances with Notice of Prime Award (Award No. 2201GUCCDD)	Wet Signature
16	Mandatory	Exhibit 15	121-134	Fiscal Year 2022 – Award Standard Terms	Wet Signature
17	Mandatory	Exhibit 16	135	Registration for Unique Entity Identifier	Registry at SAM
18	Mandatory	Exhibit 17	136-138	Compliance with Federal Financial Accountability Transparency Act	Wet Signature
19	Mandatory	Exhibit 18	139	Assurance of Compliance with SAMHSA Charitable Choice Statutes and Regulations	Wet Signature
20	Mandatory	Exhibit 19	140	Limited English Proficiency Certification	Wet Signature
21	Mandatory	Exhibit 20	141	Civil Rights Requirements	Wet Signature
21	Mandatory	Exhibit 21	142	Certification Debarment, Suspension, Ineligibility and Voluntary Exclusion	Wet Signature
22	Mandatory	Exhibit 22	143	Uniform Administrative Requirement, Cost Principles and Audit Requirements	Wet Signature
23	Mandatory	Exhibit 23	144-152	Procurement Standards	Wet Signature
24	Informational	Appendix 2	153-196	Child Care and Development Block Grant Act	Reference



GUAM BEHAVIORAL HEALTH AND WELLNESS CENTER
GBHWC RFP 2024-06
Autism Services Program

PROPOSAL REGISTRATION

The individual, firm, entity or organization identified below is an interested party and/or "Offeror" to GBHWC RFP 2024-06 and will receive changes, amendments, inquiries and/or related correspondence in accordance with the Guam Procurement Regulations. However, GBHWC will not be liable for failure to provide notice to any party who did not register accurate and current contact information.

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

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

FORM B



Guam Behavioral Health and wellness Center

**PROPOSAL SIGNATURE FORM
GBHWC RFP NO RFP 2024-06**

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.

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.

Signature of Authorized Representative

Type or Print Name and Title

Name of Offeror: _____

Address: _____

Telephone Number: _____ Fax Number: _____

Type of Organization: [] Individual [] Non-Profit [] Partnership

[] Corporation [] Joint Venture

[] Other(Specify) _____

FORM C

**FORM FOR SUBMITTING ALL
LICENSES For GBHWC RFP 2024-06**

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

Business License

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

Fictitious Name Registration

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

Certificate of Incorporation

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

Federal I.D.# _____

Other Attachments. Please indicate: _____

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

Authorized Signature: _____ Date: _____

**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
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

[] 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:

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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:

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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
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Affidavit Disclosing Ownership, Influence,
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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
_____	_____
_____	_____

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///

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 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 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 _____, _____.

DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

Procurement No.: _____

Name of Offeror Company: _____

I, _____ hereby certify under penalty of perjury:

(1) That I am _____ [please select one: the offeror, a partner of the offeror, an officer of the offeror] making the bid or proposal in the foregoing identified procurement;

(2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 which read:

§ 5801. Wage Determination Established.

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

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

§ 5802. Benefits.

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

(3) That the offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;

(4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. [INSTRUCTIONS - Please attach!]

Signature

<p align="center">"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor</p>	<p align="center">U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210</p>
<p>Daniel W. Simms Director</p>	<p>Division of Wage Determinations</p>
<p>Wage Determination No.: 2015-5693 Revision No.: 21 Date Of Last Revision: 05/10/2024</p>	

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.

<p>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:</p>	<p>Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.20 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 2024.</p>
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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		21.97
01035 - Court Reporter		17.40
01041 - Customer Service Representative I		12.78***
01042 - Customer Service Representative II		14.23***
01043 - Customer Service Representative III		15.65***
01051 - Data Entry Operator I		12.16***
01052 - Data Entry Operator II		13.27***
01060 - Dispatcher, Motor Vehicle		17.39
01070 - Document Preparation Clerk		13.85***
01090 - Duplicating Machine Operator		13.85***
01111 - General Clerk I		11.33***
01112 - General Clerk II		12.36***
01113 - General Clerk III		13.88***
01120 - Housing Referral Assistant		19.39
01141 - Messenger Courier		11.37***
01191 - Order Clerk I		12.57***
01192 - Order Clerk II		13.71***
01261 - Personnel Assistant (Employment) I		15.95***
01262 - Personnel Assistant (Employment) II		17.85

01263 - Personnel Assistant (Employment) III	19.89
01270 - Production Control Clerk	22.97
01290 - Rental Clerk	11.10***
01300 - Scheduler, Maintenance	15.55***
01311 - Secretary I	15.55***
01312 - Secretary II	17.40
01313 - Secretary III	19.39
01320 - Service Order Dispatcher	15.40***
01410 - Supply Technician	21.97
01420 - Survey Worker	16.99***
01460 - Switchboard Operator/Receptionist	10.78***
01531 - Travel Clerk I	13.65***
01532 - Travel Clerk II	15.32***
01533 - Travel Clerk III	16.60***
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	17.40
05010 - Automotive Electrician	16.34***
05040 - Automotive Glass Installer	15.28***
05070 - Automotive Worker	15.28***
05110 - Mobile Equipment Servicer	13.11***
05130 - Motor Equipment Metal Mechanic	17.40
05160 - Motor Equipment Metal Worker	15.28***
05190 - Motor Vehicle Mechanic	17.40
05220 - Motor Vehicle Mechanic Helper	12.00***
05250 - Motor Vehicle Upholstery Worker	14.22***
05280 - Motor Vehicle Wrecker	15.28***
05310 - Painter, Automotive	16.34***
05340 - Radiator Repair Specialist	15.28***
05370 - Tire Repairer	12.67***
05400 - Transmission Repair Specialist	17.40
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.21***
07041 - Cook I	15.29***
07042 - Cook II	17.82
07070 - Dishwasher	10.00***
07130 - Food Service Worker	10.18***
07210 - Meat Cutter	13.34***
07260 - Waiter/Waitress	9.89***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.70
09040 - Furniture Handler	11.94***
09080 - Furniture Refinisher	19.70
09090 - Furniture Refinisher Helper	14.47***
09110 - Furniture Repairer, Minor	17.15***
09130 - Upholsterer	19.70
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.12***
11060 - Elevator Operator	10.38***
11090 - Gardener	15.28***
11122 - Housekeeping Aide	10.38***
11150 - Janitor	10.38***
11210 - Laborer, Grounds Maintenance	11.55***
11240 - Maid or Houseman	10.24***
11260 - Pruner	10.34***
11270 - Tractor Operator	13.99***
11330 - Trail Maintenance Worker	11.55***
11360 - Window Cleaner	11.60***
12000 - Health Occupations	
12010 - Ambulance Driver	20.86
12011 - Breath Alcohol Technician	20.86
12012 - Certified Occupational Therapist Assistant	28.62
12015 - Certified Physical Therapist Assistant	28.62

12020 - Dental Assistant	18.79
12025 - Dental Hygienist	39.73
12030 - EKG Technician	31.60
12035 - Electroneurodiagnostic Technologist	31.60
12040 - Emergency Medical Technician	20.86
12071 - Licensed Practical Nurse I	18.65
12072 - Licensed Practical Nurse II	20.86
12073 - Licensed Practical Nurse III	23.25
12100 - Medical Assistant	14.50***
12130 - Medical Laboratory Technician	18.93
12160 - Medical Record Clerk	14.97***
12190 - Medical Record Technician	17.77
12195 - Medical Transcriptionist	18.65
12210 - Nuclear Medicine Technologist	45.85
12221 - Nursing Assistant I	12.43***
12222 - Nursing Assistant II	13.99***
12223 - Nursing Assistant III	15.26***
12224 - Nursing Assistant IV	17.12***
12235 - Optical Dispenser	20.86
12236 - Optical Technician	18.65
12250 - Pharmacy Technician	15.49***
12280 - Phlebotomist	18.65
12305 - Radiologic Technologist	31.60
12311 - Registered Nurse I	25.85
12312 - Registered Nurse II	31.60
12313 - Registered Nurse II, Specialist	31.60
12314 - Registered Nurse III	38.24
12315 - Registered Nurse III, Anesthetist	38.24
12316 - Registered Nurse IV	45.85
12317 - Scheduler (Drug and Alcohol Testing)	25.85
12320 - Substance Abuse Treatment Counselor	25.85
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)

	(see 1)	
14103 - Computer Systems Analyst III		
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		31.17
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		11.38***
16030 - Counter Attendant		11.38***
16040 - Dry Cleaner		12.98***
16070 - Finisher, Flatwork, Machine		11.38***
16090 - Presser, Hand		11.38***
16110 - Presser, Machine, Drycleaning		11.38***
16130 - Presser, Machine, Shirts		11.38***
16160 - Presser, Machine, Wearing Apparel, Laundry		11.38***
16190 - Sewing Machine Operator		13.53***
16220 - Tailor		14.07***
16250 - Washer, Machine		11.91***
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.70
19040 - Tool And Die Maker		24.77
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		15.36***
21030 - Material Coordinator		22.97
21040 - Material Expediter		22.97
21050 - Material Handling Laborer		13.83***
21071 - Order Filler		10.62***
21080 - Production Line Worker (Food Processing)		15.36***
21110 - Shipping Packer		17.12***
21130 - Shipping/Receiving Clerk		17.12***
21140 - Store Worker I		16.59***
21150 - Stock Clerk		23.33
21210 - Tools And Parts Attendant		15.36***
21410 - Warehouse Specialist		15.36***
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		19.70
23120 - Bicycle Repairer		15.81***
23125 - Cable Splicer		24.19

23130 - Carpenter, Maintenance	17.58
23140 - Carpet Layer	18.43
23160 - Electrician, Maintenance	20.04
23181 - Electronics Technician Maintenance I	18.43
23182 - Electronics Technician Maintenance II	19.70
23183 - Electronics Technician Maintenance III	20.98
23260 - Fabric Worker	17.15***
23290 - Fire Alarm System Mechanic	16.77***
23310 - Fire Extinguisher Repairer	15.81***
23311 - Fuel Distribution System Mechanic	20.98
23312 - Fuel Distribution System Operator	15.81***
23370 - General Maintenance Worker	13.77***
23380 - Ground Support Equipment Mechanic	23.84
23381 - Ground Support Equipment Servicer	19.47
23382 - Ground Support Equipment Worker	21.03
23391 - Gunsmith I	15.81***
23392 - Gunsmith II	18.43
23393 - Gunsmith III	20.98
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.22
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	21.51
23430 - Heavy Equipment Mechanic	20.41
23440 - Heavy Equipment Operator	18.33
23460 - Instrument Mechanic	20.98
23465 - Laboratory/Shelter Mechanic	19.70
23470 - Laborer	13.83***
23510 - Locksmith	19.70
23530 - Machinery Maintenance Mechanic	25.08
23550 - Machinist, Maintenance	20.98
23580 - Maintenance Trades Helper	11.77***
23591 - Metrology Technician I	20.98
23592 - Metrology Technician II	22.31
23593 - Metrology Technician III	23.62
23640 - Millwright	20.98
23710 - Office Appliance Repairer	19.46
23760 - Painter, Maintenance	18.74
23790 - Pipefitter, Maintenance	19.96
23810 - Plumber, Maintenance	18.75
23820 - Pneudraulic Systems Mechanic	20.98
23850 - Rigger	20.98
23870 - Scale Mechanic	18.43
23890 - Sheet-Metal Worker, Maintenance	20.80
23910 - Small Engine Mechanic	18.43
23931 - Telecommunications Mechanic I	20.98
23932 - Telecommunications Mechanic II	22.31
23950 - Telephone Lineman	22.68
23960 - Welder, Combination, Maintenance	19.96
23965 - Well Driller	21.13
23970 - Woodcraft Worker	20.98
23980 - Woodworker	15.81***
24000 - Personal Needs Occupations	
24550 - Case Manager	16.09***
24570 - Child Care Attendant	10.22***
24580 - Child Care Center Clerk	13.25***
24610 - Chore Aide	14.06***
24620 - Family Readiness And Support Services Coordinator	16.09***
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	11.21***
27007 - Baggage Inspector	10.02***
27008 - Corrections Officer	14.59***
27010 - Court Security Officer	14.59***
27030 - Detection Dog Handler	11.21***
27040 - Detention Officer	14.59***
27070 - Firefighter	14.59***
27101 - Guard I	10.02***
27102 - Guard II	11.21***
27131 - Police Officer I	14.59***
27132 - Police Officer II	16.21***
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.44***
28042 - Carnival Equipment Repairer	14.68***
28043 - Carnival Worker	9.93***
28210 - Gate Attendant/Gate Tender	13.18***
28310 - Lifeguard	11.60***
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)	45.21
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	31.17
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	34.34
30021 - Archeological Technician I	18.41
30022 - Archeological Technician II	20.59
30023 - Archeological Technician III	25.51
30030 - Cartographic Technician	25.51
30040 - Civil Engineering Technician	25.51
30051 - Cryogenic Technician I	28.25
30052 - Cryogenic Technician II	31.21
30061 - Drafter/CAD Operator I	18.41
30062 - Drafter/CAD Operator II	20.59
30063 - Drafter/CAD Operator III	22.96
30064 - Drafter/CAD Operator IV	28.25
30081 - Engineering Technician I	17.32
30082 - Engineering Technician II	19.44
30083 - Engineering Technician III	21.74
30084 - Engineering Technician IV	26.94
30085 - Engineering Technician V	32.95
30086 - Engineering Technician VI	39.86
30090 - Environmental Technician	25.51
30095 - Evidence Control Specialist	25.51
30210 - Laboratory Technician	22.96
30221 - Latent Fingerprint Technician I	28.25
30222 - Latent Fingerprint Technician II	31.21
30240 - Mathematical Technician	25.51
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	31.21
30390 - Photo-Optics Technician	25.51
30395 - Radiation Control Technician	31.21
30461 - Technical Writer I	25.51
30462 - Technical Writer II	31.21

30463 - Technical Writer III	37.75
30491 - Unexploded Ordnance (UXO) Technician I	28.73
30492 - Unexploded Ordnance (UXO) Technician II	34.76
30493 - Unexploded Ordnance (UXO) Technician III	41.67
30494 - Unexploded (UXO) Safety Escort	28.73
30495 - Unexploded (UXO) Sweep Personnel	28.73
30501 - Weather Forecaster I	28.25
30502 - Weather Forecaster II	34.36
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 22.96
30621 - Weather Observer, Senior	(see 2) 25.51
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	34.76
31020 - Bus Aide	8.97***
31030 - Bus Driver	12.75***
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	17.57
31364 - Truckdriver, Tractor-Trailer	17.57
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.95***
99030 - Cashier	10.26***
99050 - Desk Clerk	10.01***
99095 - Embalmer	28.73
99130 - Flight Follower	28.73
99251 - Laboratory Animal Caretaker I	25.47
99252 - Laboratory Animal Caretaker II	27.83
99260 - Marketing Analyst	21.54
99310 - Mortician	28.73
99410 - Pest Controller	16.07***
99510 - Photofinishing Worker	15.10***
99710 - Recycling Laborer	17.32
99711 - Recycling Specialist	23.38
99730 - Refuse Collector	16.40***
99810 - Sales Clerk	10.63***
99820 - School Crossing Guard	18.82
99830 - Survey Party Chief	24.38
99831 - Surveying Aide	13.87***
99832 - Surveying Technician	18.02
99840 - Vending Machine Attendant	25.47
99841 - Vending Machine Repairer	32.44
99842 - Vending Machine Repairer Helper	25.47

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20 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. The minimum wage requirements of Executive Order 14026 also are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.98 per hour, up to 40 hours per week, or \$199.20 per week or \$863.20 per month

HEALTH & WELFARE EO 13706: \$4.57 per hour, up to 40 hours per week, or \$182.80 per week, or \$792.13 per month*

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

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

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

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

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

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

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

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

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

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

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

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

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

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

GBHWC RFP 2024-06 Autism Services

SAMPLE BUSINESS ASSOCIATE AGREEMENT PROVISIONS

(Published January 25, 2013)

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

(Print Name and Title)

Signature of Authorized Individual

Date

SUBAWARD
CONTRACTUAL AGREEMENT
BETWEEN
GUAM BEHAVIORAL HEALTH AND WELLNESS CENTER
AND

This SUBAWARD CONTRACTUAL AGREEMENT is made between the GUAM BEHAVIORAL HEALTH AND WELLNESS CENTER, an agency of the government of Guam (hereinafter known as GBHWC or Procurement Officer), whose office address is 790 Governor Carlos G. Camacho Road, Tamuning, Guam 96913, and _____, a licensed/unlicensed Guam/off-island non-profit organization and (hereinafter known as Service Provider or contractor) whose office address is _____.

WHEREAS, the GBHWC desires to grant a Contractual Agreement (herein referred to as contract) to _____; and

WHEREAS; the GBHWC requested proposals from qualified non-profit or for-profit organizations to act as a contractor to provide _____; and

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

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

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

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

SECTION I.
PURPOSE

_____.

SECTION II.
SCOPE OF WORK

The Service Provider shall provide the services set forth in GBHWC RFP _____. A copy of GBHWC RFP _____ Section II Scope of Work is attached to this contract as Exhibit A.

SECTION III.
CONTRACT TERM

A. Initial Term

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

B. Renewal Term

The contract is for ____ years. At the option of the GBHWC, the contract may be renewed for up to one (____) additional one (1) year period (a "Renewal Term") subject to the availability of funds and satisfactory performance. Upon expiration of the Renewal Term(s), this contract shall expire, unless sooner terminated.

C. Monthly Extension Periods

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

D. Multiple Term Contract Multiple Certification of Funds.

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

contract as provided above, the service provider will be reimbursed its unamortized, reasonably incurred, non-recurring costs.

There may be multiple certifications of funds by the GBHWC during any term of the contract effectuated through the BBMR Form CFF.

SECTION IV.

SERVICE PROVIDER'S COMPENSATION FOR SERVICES

A. Compensation.

Subject to the appropriation, allocation, and availability of funds, GBHWC will compensate the Service Provider for services performed pursuant to the Scope of Work, Program Cost, and the agreed to Service Provider Negotiated and Approved Program Budget set forth in more detail in Exhibit B and Exhibit B.1 attached hereto for the term in the not-to-exceed amount of _____ DOLLARS (\$_____) per year. The parties agree to negotiate in good faith as to compensation for any justified increase cost(s) in the Renewal Term.

B. Invoicing and Payments.

The Service Provider shall submit monthly invoices with a detailed expense report at the 10th of every month. The Service Provider 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 Service Provider 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. Service provider is given up to five (5) working days to resolve the identified discrepancy(ies). Failure to do so may result to forfeiture of the 10% withheld or 3% for non-profit organizations as stated in Section VI hereunder. 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, .

All compensation is to the appropriation, allocation and availability of funds, upon completion of the services and receipt of any deliverables and a monthly invoice in the form agreed to by the parties. All invoices are subject to review and approval by the GBHWC. The acceptance and payment of any invoice shall not be deemed a waiver of any of the GBHWC's rights under this contract.

C. Deliverables

The invoices should identify the events or milestones listed but not limited to such as:

1. Current unduplicated number of children receiving services (including those on waitlist;
2. Current unduplicated number of parents/families receiving parent training;
3. Current unduplicated number of school educators/staff receiving training;
4. Number of child care facilities receiving general training;
5. Semi-annual reports due March 31 and September 30

6. Current staff roster;
7. Program narrative on challenges; and
8. Client success stories.

D. Final Payment and Release of Claims.

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

SECTION V.

THE GOVERNMENT IS NOT LIABLE

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

SECTION VI.

SPECIAL REPORTING REQUIREMENT FOR NON-PROFIT ORGANIZATIONS

- A. In the event that the Service Provider is a non-profit organization, the Service Provider shall comply with the reporting requirements set forth in P.L. 37-42 Chapter XIII Part II Section 6 and this clause, or any subsequent public report requirement law(s). In the event one of the Service Provider's subcontractors is a non-profit organization, the provisions of this clause shall also be deemed to apply to the Service Provider's subcontractor, and the Service Provider is obligated to submit its non-profit subcontractor's information in the same manner and time periods.
- B. The Service Provider shall maintain accurate financial records of all monies paid to it under this contract. The Service Provider shall provide to the GBHWC a budgetary breakdown by object category as to all services under this contract. An initial proposed budgetary breakdown is part of the request for proposal, and the agreed cost proposal, budget, staffing request, and are incorporated into the scope of services of this contract as part of Exhibit A and Exhibit B.

- C. The Service Provider shall provide to the GBHWC a quarterly report describing its activities during the reporting period and the results it achieved no later than twenty (20) days after the end of each Quarter of the fiscal year.
- D. The Service Provider shall provide prior written notification to the GBHWC of all procurement of equipment and services of Five Thousand Dollars (\$5,000.00) or more as to its services related to this contract, or with regard to items to be invoices as part of the contract.
- E. The Service Provider shall provide access to duly authorized representative of the GBHWC, the Guam Public Auditor, or their authorized representatives, to any and all appropriate records for the purpose of audit and examination of books, documents, papers, and records of funds expended as part of the contract. The Service Provider shall upon written request by the GBHWC, the Guam Public Auditor or their authorized representatives provide source documentation, including but not limited to copies of checks or receipts, employee pay statement, inventory receipt, attendance records, utility bills.
- F. The Service Provider is subject to the Single Audit Rules and shall provide annually (as applicable) to GBHWC copies of its Audit Reports for all time periods covered as part of this contract.
- G. The Service Provider shall provide certified detailed inventory listing of each Fiscal Year's purchases under the contract to the GBHWC as well as a Fiscal Year-end report of all expenditures of funds under the contract no later than November 15, the initial year, and November 15, of each subsequent year.
- H. In the event the Service Provider fails to timely provide any reports or items set forth in this section to the GBHWC after prior written reasonable notice by the GBHWC to the Service Provider and the Service Provider's failure to cure the default will subject the non-profit organization to a three per cent (3%) reduction of the contract amount or remaining contract balance.

SECTION VII.

GBHWC AGREES TO THE FOLLOWING:

- A. To maintain oversight of the Service Provider's performance in administering the _____, GBHWC will monitor, evaluate and provide guidance and direction to the Service Provider in the conduct of approved services performed under this contract.
- B. GBHWC has the responsibility to determine whether the Service Provider has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and contracts and shall monitor the activities of the Service Provider to ensure that the Service Provider has met such requirements. GBHWC may require the Service Provider to take corrective action if deficiencies are found.

SECTION VIII.

RESPONSIBILITY OF SERVICE PROVIDER

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

SECTION IX.

ACCESS TO RECORDS AND OTHER REVIEW

- A. The Service Provider, including its subcontractors, if any, shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under the contract, for inspection by the GBHWC, the Public Auditor, and any applicable Federal Granting Agency, Inspector General or its delegate. Each subcontract by the Service Provider pursuant to this contract shall include a provision containing the conditions of this Section.
- B. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the three (3) year period, the records shall be kept until all issues are resolved, or until the end of the regular three (3) year period, whichever is later.
- C. Records for non-expendable property acquired in whole or in part, with funds from this contract funds shall be retained for three (3) years after its final disposition.
- D. The Service Provider shall provide access to any project site(s) to the GBHWC, Guam Public Auditor and in the event there are federal funds, the Federal Granting Agency or its designated Inspector General or their authorized representative. The rights of access in this section shall not be limited to the required retention period but shall last as long as the records are kept.

SECTION X.
OWNERSHIP OF DOCUMENTS

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

SECTION XI.
INDEMNITY

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

SECTION XII.
CHANGES

- (1) Change Order. By a written order, at any time, and without notice to surety, the Chief Procurement Officer or the head of a Purchasing Agency may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following: (A) Drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the territory in accordance therewith; (B) method of shipment or packing; or (C) place of delivery.
- (2) Adjustments of Price or Time for Performance. If any such change order increases or decreases the contractor's cost of, or the time required for performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the territory promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

- (3) Time Period for Claim. Within 30 days after receipt of a written change order under Paragraph (1) (Change Order) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the territory is prejudiced by the delay in notification.
- (4) Claims Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.
- (5) Other Claims not Barred. In the absence of such a change order, nothing in this clause shall be deemed to restrict the contractor's right to pursue a claim arising under the contract if pursued in accordance with the clause entitled, "Claims Based on a Procurement Officer's Actions or Omissions, Notice of Claim Clause", or for breach of contract."

SECTION XIII.
INSURANCE

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

SECTION XIV.
TERMINATION

- A. Termination for Defaults: 2 GAR Div 4 §6101 (8)
 - a) Default.

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

Notwithstanding termination of the contract and subject to any directions from the Procurement Officer, the contractor shall take timely, reasonable, and

necessary action to protect and preserve property in possession of the contractor in which the GBHWC has an interest.

c) Compensation.

Payment for completed supplies delivered and accepted by the territory shall be at the contract price. Payment for the protection and preservation of property shall be in an amount agreed upon by the contractor and the Procurement Officer, if the parties fail to agree, the Procurement Officer shall set an amount subject to the contractor's rights under Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations. The territory may withhold from amounts due the contractor such sums as the Procurement Officer deems to be necessary to protect the territory against loss because of outstanding liens or claims of former lien holders and to reimburse the territory for the excess costs incurred in procuring similar goods and services.

d) Excuse for Nonperformance or Delayed Performance

Except with respect to defaults of subcontractors, the contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the contractor has notified the Procurement Officer within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the territory and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions, strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the contractor shall not be deemed to be in default unless the supplies or services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the contractor to meet the contract requirements. Upon request of the contractor, the Procurement Officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one of more or the excusable causes, and that, but for the excusable cause, the contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the territory under the clause entitled (in fixed-price contracts, "Termination" for Convenience in cost-reimbursement contracts) "Termination", (As used in this Paragraph of this clause the term "subcontractor" means subcontractor at any tier.)

e) Erroneous Termination for Default.

If, after notice of termination of the contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the

contract contains a clause providing for termination for convenience of the territory, be the same if the notice of termination had been issued pursuant to such clause. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the territory, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations.

f) Additional Rights and Remedies.

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

g) Non-Profit Organization Special Reporting Requirements.

The contractor, if a non-profit organization subject to Section VI Special Reporting Requirements of Non-Profit Organizations (P.L. 37-42 Chapter XIII Part II Section 6) or current fiscal year related mandate; and if the service provider fails to timely provide any reports or items set forth in Section VI Special Reporting Requirements for Non-Profit Organizations of this contract; then the Procurement Officer pursuant to that section may after prior written reasonable notice to the contractor and the contractor's failure to cure the contract default, the Procurement Officer in addition to other contractual rights and remedies under this contract, may withhold payment of Three Percent (3%) of any amounts that are invoiced under this contract by the contractor.

B. Termination for Convenience. 2 GAR Div 4 §6101 (10)

a) Termination.

The Procurement Officer may, when the interest of the territory so requires, terminate this contract in whole or in part, for the convenience of the territory. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

b) The Contractor's Obligations.

The contractor shall incur no further obligations in connection with the terminated professional services and on the date set in the notice of termination, the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's rights, title, and interest under terminated orders or subcontracts to the territory. The contractor must still complete the professional services not terminated by the notice of termination and may incur obligations as are necessary to do so.

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

c) Right to Supplies.

The Procurement Officer may require the contractor to transfer title and deliver to the territory in the manner and to the extent directed by the Procurement Officer.

- 1) any completed supplies
- 2) such partially completed supplies and materials, parts, tools, die, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor which the territory has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code of Guam, §2706 (U.S.C.G. §2706 is quoted at the end of this §6101(10)(d) Utilization of this Section in no way implies that the territory has breached the contract by exercise of the Termination for Convenience Clause.

d) Compensation.

- 1) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data to the extent required by §3118 (Cost or Pricing Data) of the Guam Procurement Regulations bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Office may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.
- 2) The Procurement Officer and the contractor may agree to a settlement provided the contractor has filed a termination claim supported by cost or pricing data to the extent required by §3118 (Cost or Pricing Data) or the Guam Procurement Regulation and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the territory, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated.
- 3) Absent complete agreement under Subparagraph (b) of this paragraph, the Procurement Officer shall pay the Contractor the following amounts, provided payments agreed to under Subparagraph (b) shall Not duplicate payments under this Subparagraph:
 - i. Contract prices for supplies or services accepted under the contract;
 - ii. Costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid

- for accepted supplies or services; provided, however, that if it appears that the Contractor would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
- iii. Costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c) (ii) of this Paragraph;
 - iv. The reasonable settlement costs of the Contractor including accounting, legal, clerical and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the termination portion of this contract. The total sum to be paid the Contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the Contractor reduced by amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph, and the contract price of work not terminated.
- 4) Cost claimed, agreed to, or established under Subparagraph (b) and (c) of this Paragraph shall be in accordance with Chapter 7 (Cost Principles) of the Guam Procurement Regulations.

14 GCA §2796 (UCC) states:

§2076. Seller's Resale Including Contract for Resale.

- 1) Under the conditions stated in §2703 on seller's remedies, the seller may resell the goods concerned or the undelivered balance thereof. Where the resale is made in good faith and in a commercially reasonable manner the seller may recover the difference between the resale price and the contract price together with an incidental damages allowed under the provisions of this division (§2710), but less expenses saved in consequence of the buyer's breach.
- 2) Except as otherwise provided in Subsection (3) or unless otherwise agreed resale may be at public or private sale including sale by way of one or more contracts to sell or of identification to an existing contract of the seller. Sale may be as a unit or in parcels and at any time and place and on any terms, but every aspect of the sale including the method, manner, time, place and terms must be commercially

reasonable. The resale must be reasonably identified as referring to the broken contract, but it is not necessary that the goods be in existence or that any or all of them have been identified to the contract before the breach.

- 3) Where the resale is at private sale the seller must give the buyer reasonable notification of his intention to resell.
- 4) Where the resale is at public sale:
 - a) Only identified goods can be sold except where there is a recognized market for a public sale of futures in goods of the kind; and
 - b) It must be made at a usual place or market for public sale if one is reasonably available and except in the case of goods which are perishable or threaten to decline in value speedily the seller must give the buyer reasonable notice of the time and place of the resale; and
 - c) If the goods are not to be within the view of those attending the sale, the notification of sale must state the place where the goods are located and provide for their reasonable inspection by prospective bidders; and
 - d) The seller may buy.
- 5) A purchaser who buys in good faith at a resale takes the goods free of any rights of the original buyer even though the seller fails to comply with one or more of the requirements of this section.
- 6) The seller is not accountable to the buyer for any profit made on any resale. A person in the position of a seller (§2707) or a buyer who has rightfully rejected or justifiably revoked acceptance must account for any excess over the amount of his security interest, as hereinafter defined (Subsection 3) of §2711).

C. Program Transition.

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

- D. Claims Based on the Director of Public Works's or the Head of a Purchasing Agency's Action or Omissions. 2 GAR Division 4, Section 5106 (8)

- (1) Notice of Claim. If any action or omission on the part of the Director of Public Works or the head of the Purchasing Agency, or designee of such officer, requiring performance changes within the scope of the contract constitutes the basis for a claim by the contractor for additional compensation, damages, or an extension of time for completion, the contractor shall continue with performance of the contract in compliance with the directions or orders of such officials, but by so doing, the contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:
 - (a) the contractor shall have given written notice to the Director of Public Works, the head of the Purchasing Agency, or designee of such officer:
 - (i) prior to the commencement of the work involved, if at that time the contractor knows of the occurrence of such action or omission;
 - (ii) within 30 days after the contractor knows of the occurrence of such action or omission, if the contractor did not have such knowledge prior to the commencement of the work; or
 - (iii) within such further time as may be allowed by the Procurement Officer in writing.

This notice shall state that the contractor regards the act or omission as a reason which may entitle the contractor to additional compensation, damages, or an extension of time.

The Procurement Officer or designee of such officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Procurement Officer or designee of such officer.

- (b) the notice required by Subparagraph (a) of this Paragraph describes as clearly as practicable at the time the reasons why the contractor believes that additional compensation, damages, or an extension of time may be remedies to which the contractor is entitled; and
 - (c) the contractor maintains and, upon request, makes available to the Procurement Officer within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.
- (2) Limitations of Clause. Nothing herein contained, however, shall excuse the contractor from compliance with any rules of law precluding any territorial officers and any contractors from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the contract.
- (3) Adjustments of Price. Any adjustment in the contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

SECTION XV.

PRODUCT OF SERVICE-COPYRIGHT

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

SECTION XVI.

MANDATORY DISPUTE RESOLUTION CLAUSE

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

A. Disputes - Contractual Controversies.

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

B. Absence of a Written Decision within Sixty Days.

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

C. Appeals to the Office of Public Accountability.

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

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

This subsection applies to appeals of the GBHWC’s decision on a dispute. For money owed by or to the government of under this contract, the service provider shall appeal the decision in accordance with the “Government Claims Act”, 5 GCA § 6101 et. seq., by initially filing a claim with the Office of the Attorney General no later than eighteen (18) months after the decision is rendered by the government of Guam or from the date when a decision should have been rendered. For all other claims by or against the GBHWC under this contract, the Office of the Public Auditor has jurisdiction over the appeal from the decision of the GBHWC. Appeals to the Office of the Public Auditor shall be made

within sixty (60) days of the GBHWC's decision or from the date the decision should have been made.

E. Exhaustion of Administrative Remedies.

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

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

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

SECTION XVII.

MANDATORY REPRESENTATIONS BY SERVICE PROVIDER

A. Ethical Standards.

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

B. Prohibition Against Gratuities and Kickbacks.

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

C. Prohibition Against Contingent Fees.

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

D. Prohibition of Employment of Sex Offenders.

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

Guam, shall work for his employer on the property of the government of Guam other than a public highway;

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

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

E. Wage and Benefit Compliance – Service Providers Providing Services.

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

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

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

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

The Service Provider shall flow the Wage and Benefit Compliance clauses above through to any of its subcontractor under this contract.

The Service Provider agrees that any violation of the service provider’s obligations or its subcontractors obligations as set forth in this Section “Wage and Benefit Compliance Service Providers Providing Service’s Clause” shall be investigated by the Guam Department of Labor and may include a monetary penalty assessment by the Guam Department of Labor of no less than One Hundred Dollars (\$100.00) per day, and no more

than One Thousand Dollars (\$1,000.00) per day, until such time as a violation has been corrected, as well as the payment of all back wages and benefits due.

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

The Service Provider's Declaration of Compliance with Wage Determination with the attached most recent Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor is applicable to this contract and attached hereto as Exhibit C and Exhibit C.1.

The Service Provider agrees to provide upon written request by the GBHWC written certification of its compliance with its obligations under this "Wage and Benefit Compliance Service Providers Providing Services Clause" as part of each invoice, along with the names of any employees, their positions, and detailed wage and benefits paid in keeping with this section. Additionally, upon request by the GBHWC, the Service Provider shall submit source documents as to those individuals that provide direct services in part or whole under this contract and its payments to them of such wages and benefits.

F. Privacy Rights.

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

1. Health Insurance Portability and Accountability (HIPAA)
The Service Provider will comply with the Health Insurance Portability and Accountability Act (HIPAA of 1996, P.L. 104-1991) and the Federal "Standards for Privacy of Individually Identifiable "Health Information" promulgated under 45 CFR Part 160 and Part 164, Subparts A and E.
2. Client Confidentiality. The Service provider will ensure information obtained directly or indirectly from a recipient client under this contract will be kept confidential and not released in a form that identifies the person without informed consent of the person, or of his or her legal representative, unless the disclosure is required by court order or for program monitoring by authorized Federal, or Guam monitoring agencies. (Ref. 45 CFR 1321.51 and 42 CFR Part II). Privacy Rule Standards for Privacy of Individually Identifiable Health Information, Ref. 45 CFR Part 160 and Part 164, Subparts A and E.

G. Technology Access for Blind or Visually Impaired.

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

H. Equal Opportunity Compliance.

The Service Provider agrees to abide by all Federal and Guam laws and rules and regulations, and Executive Orders of the Governor of Guam, pertaining to equal employment opportunity. In accordance with such laws of Guam, the Service Provider assures that no person shall on the grounds of race, religion, color, national origin, ancestry, sexual orientation or gender identity be excluded from employment with or participation in, be denied benefit of, or otherwise be subjected to discrimination under any program or activity under this contract. If the Service Provider is found not to be in compliance with these requirements during the life of this contract, the Service Provider agrees to take appropriate steps to correct these deficiencies.

I. Records Discrimination Against Status Offenders Prohibited.

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

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

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

K. Drug and Smoke-Free Workplace.

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

L. Social Security Number Confidentiality Act.

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

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

The Service Provider shall comply with the provision of this mandate with emphasis on

the employment of two percent (2%) of its workforce with severe disabilities in coordination with the Division of Vocational Rehabilitation Administrator, Department of Integrated Services for Individuals with a Disability (DISID) for placement. In the event the Service Provider is unable to employ due to the lack of individuals with disabilities who can work, the Service Provider shall utilize funds for the purchase of supplies produced by non-profit organizations employing individuals with disabilities. Efforts to comply with this specification shall be documented by the Service Provider and is subject to review and inspection by the GBHWC.

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

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

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

The Service Provider acknowledges that failure to comply promptly and fully with 5 GCA § 5233 shall constitute a material breach of this contract

SECTION XVIII.

ASSIGNMENT, SUCCESSORS AND ASSIGNS

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

SECTION XIX.

SUBCONTRACTING

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

SECTION XX.

STATUS OF SERVICE PROVIDER

The Service Provider and its agents and employees are independent contractors performing professional services for the GBHWC and are not employees of the GBHWC. The Service Provider and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of the GBHWC vehicles, or any other benefit afforded to employees of the GBHWC as a result of this contract. The Service Provider acknowledges that all sums received hereunder are reportable by the Service Provider for tax purposes, including without limitation, self-employment and business income tax. The Service Provider agrees not to purport to bind the GBHWC unless the service provider has express written authority to do so, and then only within the strict limits of that authority.

SECTION XXI.
GENERAL COMPLIANCE WITH LAWS

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

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

SECTION XXII.
FORCE MAJEURE

The Service Provider and/or the GBHWC (other than its payment obligation) shall be excused from performance under this contract for any period that the Service Provider or the GBHWC is prevented from performing any services in whole or in part as a result of acts of God, typhoons, earthquakes, floods, epidemics, fire, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or any other event, matter or thing, wherever occurring, which shall not be within the reasonable control of the party invoking the section (each of the foregoing deemed a "Force Majeure"), provided that the Service Provider or the GBHWC have prudently and promptly acted to take any and all reasonably necessary preventive and/or corrective steps that are within the Service Provider's or the GBHWC's control to ensure that the Service Provider or the GBHWC can promptly perform. Such non-performance (collectively, a Force Majeure Event) shall not be deemed a breach of the contract. This clause shall not relieve the service provider of responsibility for developing and implementing all prudent contingency and disaster recovery measures. Subcontractor interruptions shall not be considered a Force Majeure Event unless agreed upon by both parties. The party delayed by a Force Majeure Event shall immediately notify the other party by telephone (to be confirmed in writing, via hand delivery return receipt, within Five (5) days of the inception of such delay) of the occurrence of a

Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event, all preventive and corrective steps taken, how it affects performance, and the anticipated duration of the inability to perform, and shall resume performance of its obligations as soon as possible after the Force Majeure condition no longer exists. The parties shall meet to discuss and determine a revised timetable for completion of any Services delayed by a Force Majeure Event under this contract.

SECTION XXIII.
SEVERABILITY

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

SECTION XXIV.
ENFORCEMENT OF CONTRACT

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

SECTION XXV.
NO WAIVER

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

SECTION XXVI.
APPLICABLE LAW

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

SECTION XXVII.
AMENDMENT

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

SECTION XXVIII.
MERGER

This contract incorporates all the contracts, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, contracts and

understandings have been merged into this written contract. No prior contract or understanding, oral or otherwise, of the parties, or their agents shall be valid or enforceable unless embodied in this contract.

SECTION XXIX.
INCORPORATION AND ORDER OF PRECEDENCE

The Federal Grant terms and conditions, GBHWC RFP ____ and the service provider's proposal (inclusive of all signed forms) are incorporated by reference into this contract and are made part of this contract. In the event of any conflict among these documents, the following order or precedence shall apply:

1. Notice of Prime Grant Award No. 2201GUCCDD
2. Any contract amendment(s), in reverse chronological order.
3. This contract.
4. The Request for Proposal.
5. The Service Provider's Best and Final Offer(s), in reverse chronological order.
6. the Service Provider's proposal.

SECTION XXX.
PATENT, COPYRIGHT, TRADEMARK AND TRADE SECRET INDEMNIFICATION

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

SECTION XXXI.
APPROVAL OF SERVICE PROVIDER PERSONNEL

Personnel proposed in the Service Provider's written proposal to the GBHWC are considered material to any services or work performed under this contract. No changes in personnel shall be made by the Service Provider without the prior written consent of the GBHWC. Replacement of any of the service provider's personnel, if approved shall be with equal ability, experience and qualifications. The Service Provider shall be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project or program immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The GBHWC shall retain the right to request the removal of any of the Service Provider's personnel at any time. A penalty of ten percent (10%) of the monthly invoice amount shall be imposed for every month the service provider does not have the staff.

SECTION XXXII.
SURVIVAL

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

SECTION XXXIII.
PROPRIETARY INFORMATION

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

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

SECTION XXXIV.
CONFLICT OF INTEREST

In keeping with 2 CFR §200.112 Service Provider agrees as follows:

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

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

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

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

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

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

The employee, officer or agent: Any member of the employee's immediate family (which includes a spouse, children, parents, brothers and sisters, grandparents and grandchildren, mothers-in-law and fathers-in-law, brothers-in-law and sisters-in-law, daughters-in-law and sons-in-law. Stepsiblings, stepchildren and stepparents shall also be regarded as immediate family. 5 GCA Ch 5 Article 11 Section 5610 (g) Immediate Family (P.L. 31-016)].

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

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

The Service Provider will comply with Ethics in Public Contracting 5 GCA Chapter 5 Article 11 Ethics in Public Cing and 2 GAR Division 4 Chapter 11.

SECTION XXXV TERMINATION FOR FINANCIAL EXIGENCY

The government of Guam shall have the right to terminate this contract for financial exigency by giving the Service Provider at least thirty (30) days prior written notice. For the purpose of this provision, a financial exigency shall be a determination made by the head of the purchasing agency based on the Guam legislature failure to fund this contract or in the event of Federal funds, the Federal government fails to fund the government of Guam for this program. If notice of such termination is so given, this contract shall terminate on the expiration of the time period specified in the notice, and the liability of the parties hereunder for further performance of the terms of this contract shall hereupon cease, but the parties shall not be released from the duty to perform their obligations up to the date of termination. The Service

Provider may submit a claim in the same manner as is set forth for the termination for convenience claim.

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

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

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

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

(If applicable). The 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 pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in Appendix XII to this part are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIS). Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.) [85 FR 49539, Aug. 13, 2020] Appendix XII to Part 200 - Award Term and Condition for Recipient Integrity and Performance Matters

A. Reporting of Matters Related to Recipient Integrity and Performance *(if applicable)*

1. General Reporting Requirement

If the total value of your currently active grants, cooperative contracts, 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 (FAPIS)) 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 contract, or procurement contract from the Federal Government.
- b. Reached its final disposition during the most recent five-year period.
- 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 more than \$100,000.
 - 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.
 - 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 (if applicable)

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 contract awards with a cumulative total value greater than \$10,000,000 must disclose semi-annually 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 contracts, and procurement contracts includes:
 - 1) Only the Federal share of the funding under any Federal award with a recipient cost share or match.
 - 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.

SECTION XXXVIII
PRICE ADJUSTMENT CLAUSE

2 GAR Div Sec 6101 (6)

- (a) Price Adjustment Methods. Any adjustment in contract price pursuant to a clause in this contract shall be made in one or more of the following ways:
 - (i) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - (ii) by unit prices specified in the contract or subsequently agreed upon;
 - (iii) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract or subsequently agreed upon;
 - (iv) in such other manner as the parties may mutually agree; or
 - (v) in the absence of agreement between the parties, by a unilateral determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by the

Procurement Officer in accordance with generally accepted accounting principles and applicable sections of the regulations promulgated under Chapter 7 (Cost Principles), subject to the provisions of Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations.

- (b) Submission of Cost or Pricing Data. The contractor shall provide cost or pricing data for any price adjustments subject to the provisions of §3118 (Cost or Pricing Data) of the Guam Procurement Regulations.

(Signature Page Follows)

ANNUAL COST PROPOSAL RFP _____

Form F

Offeror: _____

Page 1 of 2

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

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

Cost Proposal Submitted by:

Page 2 of 2 (RFP _____)

Signature: _____

Name: _____

Title: _____

Date: _____

Offer Amount: _____

(Same Amount for each contract year)

Cost Proposal Accepted Rejected. Reason _____

Comments/Counter offer/Negotiation:

Accepted and agreed

GBHWC:

Offeror:

By: _____ By: _____
(Signature & Date) (Signature & Date)

Name: _____ Name: _____

Title: _____ Title: _____

GBHWC DIRECTOR'S COMMENTS:

- Offer is accepted and terms negotiated approved:
- Offer is not accepted; renegotiate and reduce amount or scope.
- Renegotiation unacceptable; proceed to next offeror or cancel RFP.

Date

23-0512 DPH&SS



GOVERNMENT OF GUAM
DEPARTMENT OF ADMINISTRATION
FINANCIAL MANAGEMENT SYSTEM

RECEIVED

INTRA-GOV'T OF GUAM WORK REQUEST

Z ACCOUNT: ~~5101H221732E107230~~ **510022425 00WR410**
5101H221732E107230

W24-1700-001
DOA Encumbrance No.

NOV 21 2023 2:12 PM

Original Request
 Amendment No.:

FROM Department of Public Health and Social Services, Division of Children's Wellness
ORIGINATING DEPT.

DEPT. REQUEST NO. **WR24-1700-001**
(12 characters only)

TO Guam Behavioral Health and Wellness Center
ACCEPTING DEPT.

ACCOUNT NO. 5101H221732E107230 ✓
with Object Class (19 characters only)

AMOUNT AUTHORIZED \$ 4,982,133.00

VENDOR NO. 22300000
(8 characters only)

DESIRED COMPLETION DATE 09/30/2024 ✓
MM/DD/YYYY

OBLIGATION END DATE 09/30/2025 ✓
MM/DD/YYYY

EXPENDITURE END DATE 09/30/2026 ✓
MM/DD/YYYY

WORK / SOURCE DESCRIPTION / or AMENDMENT JUSTIFICATION : (Program Title) **Division of Children's Wellness Child & Adolescent Svcs (CASD)**

DPHSS-DCW intends to deliver a comprehensive approach to providing stability, efficiency, and improvement of child wellness programs in Guam. GBHWC and DPHSS-DCW intends to collaborate for the promotion of child adolescent services and support services through the development of the Autism Services Program, Mobile Crisis and Family Stabilization Services, Juvenile Justice Program, and Therapeutic Foster Care and Home-Based Supports.

CERTIFICATION OF FUNDS AVAILABILITY	REQUESTING OFFICIAL
<p>Margaret Agulto, Administrative Services Officer CERTIFYING OFFICER'S NAME / SIGNATURE</p> <p><i>11/12/23</i> DATE</p>	<p>ARTHUR U. SAN AGUSTIN, MHR, DIRECTOR, DPH&SS REQUESTING OFFICIAL'S NAME / SIGNATURE</p> <p><i>11/20/2023</i> DATE</p>

COST BREAKDOWN				
OBJECT CLASSIFICATION	ORIGINAL	AMENDMENT	RESERVE	AMOUNT
111 - SALARIES & WAGES	\$ 3,241,028.00	\$	\$	\$ 3,241,028.00
112 - OVERTIME				0.00
113 - FRINGE BENEFITS	925,786.00			925,786.00
220 - TRAVEL				0.00
230 - CONTRACTUAL SERVICES				0.00
240 - SUPPLIES & MATERIAL				0.00
250 - EQUIPMENT				0.00
361 - POWER				0.00
362 - WATER				0.00
363 - TELEPHONE				0.00
450 - CAPITAL OUTLAY	440,050.00			440,050.00
701 - [OTHER] 701	375,269.00			375,269.00
TOTAL	\$ 4,982,133.00	\$ 0.00	\$ 0.00	\$ 4,982,133.00

BBMR USE ONLY	ACCEPTING DEPT / AGENCY USE ONLY	DOA USE ONLY
<p>REMARKS</p> <p>CLEARED PER BBMR'S REVIEW</p> <p><i>NOV 22 2023</i> DATE</p> <p>Lester K. Carlson, Jr., Director APPROVED BY</p>	<p>REMARKS</p> <p>Theresa C. Arriola, MBA, Director, GBHWC ACCEPTED BY</p> <p><i>11/20/23</i> DATE</p>	<p>Z-acct/encumb complete 2023-12-20 *ALMA*</p> <p>REVIEWED BY DATE</p> <p><i>12/20/23</i> DATE</p>

Form ACC-WRQ001 (v 2 c Revised 12-2022)

MEMORANDUM OF UNDERSTANDING

BETWEEN

DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES

DIVISION OF CHILDREN'S WELLNESS

AND THE

GUAM BEHAVIORAL HEALTH AND WELLNESS CENTER

RECEIVED BY GOVERNOR
ESTERILLO
Moises Gomez

RECEIVED BY
H. SORM
DATE 12-01-23

The Department of Public Health and Social Services (DPHSS), Division of Children's Wellness, hereinafter referred to as the "DPHSS-DCW," and the Guam Behavioral Health and Wellness Center (GBHWC), hereinafter referred to as the "GBHWC," enter into this agreement for the purpose of improving the quality of child care with supports for child care providers and services to strengthen families' care of their children or foster children.

WHEREAS, Department of Public Health and Social Services (DPHSS) is authorized by the US Department of Health and Human Services (HHS), Administration for Children and Families (ACF) as the designated Lead Agency to administer and implement the Child Care & Development Fund (CCDF) Program in Guam in accordance with the Child Care and Development Block Grant (CCDBG) Act of 2014 through the use of Child Care and Development Funds (hereinafter referred to "CCDF") as guided by 45 CFR §98; and

WHEREAS, DPHSS, as the lead agency, is required to coordinate child care services supported by CCDF with programs operating at the federal, state/territory, and local levels for children in programs for the benefit of Indian children, infants and toddlers, children with disabilities, children experiencing homelessness, and children in foster care (45 CFR §98.14(a)(1)) with the intent to expand accessibility and continuity of care and to assist children enrolled in early childhood programs in receiving full-day services that meet the needs of working families; and

WHEREAS, the Division of Children's Wellness (DCW), established through Executive Order 2021-26 as the division within DPHSS that oversees the general administration of the Bureau of Social Services (BOSSA), the Pre-School Development Grant (PDG), and the Bureau of Child Care Services (BCCS), with the intent to deliver a comprehensive approach in providing stability, efficiency, and improvement to all children programs in Guam; and

WHEREAS, DPHSS-DCW, as appointed by the lead agency, is required to encourage public-private partnerships among other public agencies, tribal organizations, private entities, faith-based organizations, businesses or organizations that promote business involvement, and/or community-based organizations to leverage existing service delivery (CCDBG Act Section 658E(c)(2)(P)) and to increase the supply and quality of child care services for children younger than age 13 (98.14(a)(4)).; and

WHEREAS, DPHSS-DCW, has established within itself the Child Care Resource & Referral Section, responsible to implement the responsibilities of such section in accordance with (CCDBG Act Section 658E(c)(3)(B)(iii); 45 CFR §98.52).; and

WHEREAS, DPHSS-DCW, is required to give priority for child care assistance to children with special needs, inclusive of vulnerable populations, in families with very low incomes, and

to children experiencing homelessness (CCDBG Act Section 658E(c)(3)(B); 45 CFR §98.46(a).); and

WHEREAS, DPHSS-DCW, is required to develop, maintain, or implement early learning and developmental guidelines that are appropriate for children in a forward progression from birth to kindergarten entry with the required essential domains of cognition, including language arts and mathematics; social, emotional, physical development, and approaches toward learning (45 CFR §98.15(a)(9)).; and

WHEREAS, DPHSS-DCW, is required to spend CCDF on activities to improve the supply and quality of child care programs and services for infants and toddlers, preschool-aged, and school-aged children, which may include consumer and provider education activities that promote progress in improving provider preparedness, child safety, child well-being, or kindergarten entry; and

WHEREAS, DPHSS-DCW, recognizes that mental health is an essential part of early childhood developmental milestones, such that mentally healthy children learn social and coping skills leading to a positive quality of life at home, in school, and in their communities; and

WHEREAS, DPHSS-DCW, acknowledges the need to address mental health support for children, their families, and their childcare providers in order to successfully engage, manage, and enhance children's successful development and overall health; and

WHEREAS, DPHSS-DCW, recognizes that supporting children's mental health includes working with childcare providers to understand and respond to concerns, promoting positive parenting strategies, and improving access to care; and

WHEREAS, DPHSS-DCW, recognizes there may be a need to contract, hire, and recruit essential personnel and professionals to address the gaps in services necessary for behavioral health care for young children; and

WHEREAS, the purpose of CCDF is to allow States and Territories maximum flexibility in developing childcare programs and policies that best suit the needs of children and parents within that State or Territory; and

WHEREAS, DPHSS-DCW, aims to build capacity and develop non-traditional child care services that uniquely support Guam families, most especially children in need of protective services as defined by the lead agency; and

WHEREAS, GBHWC serves as the single state agency responsible for mental health promotion and services, and substance use prevention and treatment services for the U.S. Territory of Guam (P.L. 17-21); and

WHEREAS, GBHWC has a division dedicated to Child and Adolescent Services (CASD) that serves children with behavioral health conditions from ages five (5) to seventeen (17); and

WHEREAS, DPHSS-DCW, desires to enter into a collaborative agreement with GBHWC; and

WHEREAS, DPHSS-DCW, shall allot funds in the amount of \$4,982,133 annually to execute programmatic tasks outlined in the Scope of Work attached as Appendix A: Budget Narrative.”

NOW, THEREFORE, the effective date of this agreement may be honored to be the date on which both entities, DPHSS and GBHWC, last signed or otherwise will be the date last signed by the Governor of Guam. It will be updated and reissued only as needed whenever a new program-specific statute, regulation, or other Memorandum of Understanding is enacted or whenever any of the applicable existing Federal statutes, regulations, policies, procedures, or restrictions are amended, revised, altered, or repealed.

SCOPE OF AGREEMENT

I. DPHSS-DCW, agrees to the following:

- 1. Provide to the GBHWC the sum of \$4,982,133 to be used annually, of which all or part shall be made available upon the effective date of this agreement to begin the programs through a Government of Guam Work Request subject to the receipt of one or more invoices to include supporting documentation.
- 2. Provide oversight of the tasks performed as outlined in the Scope of Work of this agreement to include monitoring, evaluating, tracking, and providing guidance and direction to GBHWC in the submittal of expenditures and the conduct of approved services performed under this agreement. DPHSS-DCW, has the responsibility to determine whether GBHWC has spent funds in accordance with applicable laws, and regulations, inducing the federal audit requirements and agreements, and shall monitor the activities of GBHWC to ensure that such requirements are met. DPHSS-DCW, may require GBHWC to take corrective action if deficiencies are found.
- 3. Provide regular and timely communication and feedback, and other assistance as mutually agreed upon in writing.
- 4. Provide other assistance as mutually agreed upon in writing.

II. GBHWC agrees:

- 1. To utilize the sum of \$4,982,133 to cover the costs of tasks performed as outlined in the Budget Narrative and attached as a reference to Appendix A: Budget Narrative.
- 2. To submit their proposed budget breakdown of \$4,982,133 to be approved by DPHSS-DCW for the following fiscal year no later than ninety (90) days prior to start of the new fiscal year.
- 3. To request future budget increases based on wage determination and inflation.
- 4. That DPHSS-DCW, has the right to approve all subcontractors associated with these programs.
- 5. Have the Authorized Organization Representative (AOR) sign pertinent programmatic and/or financial documents and implement its program based on the approval Intra-government of Guam Work Request (IGGWR) & budgetary

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breakdown delineated therein with the signed MOU submitted to the Guam State Clearinghouse (GSC).

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

2. The **DPHSS-DCW** reserves the right to make necessary adjustments with the **GBHWC** payment request as appropriate. **DPHSS-DCW** may also request for additional supporting documents.
 - ii. Categorical Assistance Progress Reports (CAPR's) are to be submitted along with the monthly payment request.
 - iii. Federal Financial Reports (FFR's) are due twenty (20) days after each quarter. Final reports are due 20 days after the budget end date or upon exhaustion of funds, whichever occurs first.
 - iv. Subgrantee Annual or Semi-Annual Progress Reports (SAPR's) are due twenty (20) days after the budget end date or upon exhaustion of funds, whichever occurs first.
 - v. Closeout Report or Final Report. This report is due to the **DPHSS-DCW** twenty (20) days after the budget end date of the subgrant award or upon exhaustion of funds, whichever occurs first.
 - vi. If the due date for any of the above-required reporting falls on a weekend or holiday, the due date for the report(s) described above will be due the business day before.
13. Be responsible for the professional and technical accuracy of all work and materials furnished under this MOU. Without additional cost to the grantee or the programs, the subgrantee shall correct or revise all errors or deficiencies in its work or the work furnished from its subgrant contracts.
14. Submit a detailed inventory list of purchases and certified by its AOR and other appropriate staff. This listing shall accompany supplies, expendable properties, and equipment identified to be returned, if any, to grantee in the event that the programs are discontinued, terminated, and/or suspended by the **DPHSS-DCW**.
15. To comply with all applicable terms and conditions of Federal Award Identification Number 2201GUCCDD, all applicable terms, conditions, provisions, and agreements of Federal Award Identification Number 2201GUCCDD are hereby incorporated in this MOU by reference with the same force and effect as though fully set forth herein. To the extent that any of the terms set forth in this MOU are inconsistent with any of the applicable terms, provisions, or conditions of Federal Award Identification Number 2201GUCCDD, the terms of the Federal Award shall govern.
16. To comply with all applicable requirements set forth under 2 CFR Part 200. All applicable terms, conditions, provisions, and agreements required by 2 CFR Part 200 are hereby incorporated in this MOU by reference with the same force and effect as though fully set forth herein. To the extent that any of the terms set forth in this MOU are inconsistent with any of the applicable terms, provisions, or conditions of 2 CFR part 200, the terms of 2 CFR Part 200 shall govern.
17. To permit **DPHSS-DCW**, the United States Department of Health and Human Services, or any of their authorized representative, and any auditors of any of these entities to have ongoing access to its records and financial statements pursuant to 2 CFR §§ 200.3334 through 200.337, as necessary to

meet the requirements of 2 CFR Part 200. Subpart D, §§ 200.300 Statutory and national policy requirements through 200.309 Period of Performance and Subpart F - Audit Requirements. The Department of Health and Human Services, Inspectors General, the Comptroller General of the United States, and the grantee, or any of their authorized representatives, shall have the right of access to any pertinent documents, papers, or other records of **GBHWC** and any other subrecipients or subcontractors that are pertinent to the Federal Award or this subaward including, but not limited to procurement records, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the **GBHWC's** and any other subrecipients' or subcontractors' personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

18. To comply with 2 CFR § 200.333 (Retention requirements for records; Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal Awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the United States Department of Health and Human Services (HHS) or **DPHSS-DCW** in the case of a sub-recipient.
19. To allow HHS to conduct periodic site visits, at its own expense, to review programs accomplishments and monitor progress, to review financial and performance records, organizational procedures, and financial control system and to provide technical assistance as required. HHS will make every effort to notify **DPHSS-DCW** or **GBHWC** at least two weeks in advance of any trip to the HHS-funded programs' locations. If the U.S. HHS makes any site visit on the premises of the **DPHSS-DCW**, **GBHWC** or any other subrecipients or subcontractors, **DPHSS-DCW** and **GBHWC** must provide and must require any other subrecipients or subcontractors to provide all reasonable facilities and assistance for the safety and convenience of government officials in the performance of their duties. All site visits and evaluations are expected to be performed in a manner designed not unduly to delay the implementation of the programs.
20. To establish and maintain financial records to accurately account for funds awarded under this MOU.
21. To incorporate all applicable terms and conditions of Federal Award Identification Number 2201GUCCDD into all contracts and subcontracts procured with these Federal Award funds.

22. To insert into all contracts and subcontracts procured with these Federal Award funds all applicable contract clauses described in 2 CFR §200.326, Appendix II - Contract Provisions for Non-Federal Entity Contracts under Federal Awards.
23. To comply with and require any of its contractors or subcontractors to comply with 2 CFR § 200.322, "Procurement of recovered materials," and Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act; to include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeds \$10,000, procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
24. To comply with all the nondiscrimination requirement of the Federal Government and Government of Guam including: Title VI of the Civil Rights Act 1964; Section 504 of the Rehabilitation Act 1973. as amended; Title IX of the Education Amendments 1972; the Americans with Disabilities Act of 1990 (42 U.S.C. 12131); and the Age Discrimination Act 1975. In the event a federal or local court or local administrative agency makes a finding of discrimination, after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds the subgrantee will forward a copy of the Office of Civil Rights Compliance (OCRC).
25. To comply with all the requirements of the Government of Guam's Drug Free Workplace Program and the United States Department of Education regulations at 2 CFR 140 I and the Drug Free Workplace Act of 1988 (41 U.S.C. 701 et seq, as amended) applicable to grants and cooperative agreements. These requirements are hereby incorporated by reference and made a part of this subaward. By accepting this subaward, the subgrantee agrees to comply with 2 CFR 182. The subgrantee shall ensure that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance as defined and listed in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812), and as further defined by regulation at 21 CFR 1308.11 through 1308.15, which includes cannabis and all cannabis derived substances, is prohibited in subgrantee's workplace and notify its employees of the actions that will be taken against employees for violations of such prohibition.
26. To comply with 43 CFR 18, New Restrictions on Lobbying to be incorporated by reference as if fully rewritten here.
27. To comply with all the requirements set forth under the Trafficking Victims Protection Act of 2000 at 2 CFR 175.15 applicable to grants and cooperative agreements incorporated by reference as if fully rewritten here

28. To ensure that statements, press releases, media interviews, requests for proposals, bid solicitations, and other documents or activities carried out in the whole or in part with program funds shall clearly state the dollar amount of Federal funds for the programs.
29. To perform all work necessary to ensure that all applicable administrative actions and all required work of the Federal Award are able to be completed by the grantee, including all actions required to permit the grantee to comply with the following conditions timely:
 - i. GBHWC must submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by or the terms and conditions of the Federal award. The United States HHS or grantee may approve extensions when requested by the subgrantee in accordance with the Federal Award.
 - ii. Unless the U.S. HHS or grantee authorizes an extension, the GBHWC must liquidate all obligations incurred under the Federal award not later than 90 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.
 - iii. The U.S. HHS or grantee must make prompt payments to the GBHWC for allowable reimbursable costs under the Federal award being closed out.
 - iv. GBHWC must promptly refund any balances of unobligated cash that the U.S. HHS or DPHSS-DCW paid in advance or paid, and that is not authorized to be retained by the subgrantee for use in other programs. See OMB Circular A-129 and see §200.345. Collection of amounts due for requirements regarding unreturned amounts that become delinquent debts.
 - v. Consistent with the terms and conditions of the Federal award, the U.S. HHS or pass-through entity must make a settlement for any upward or downward adjustments to the Federal share of costs after closeout reports are received.
 - vi. GBHWC must account for any real and personal property acquired with Federal funds or received from the Federal government in accordance with §§200.310, Insurance coverage through 200.316, Property trust relationship, and 200.329 Reporting on real property.
 - vii. The U.S. HHS or grantee should complete all closeout actions for Federal awards no later than one year after receipt and acceptance of all required final reports.
30. To reimburse the account for any ineligible expenses that may have been incurred using subaward funds.
31. To return to DPHSS-DCW funds not expended by the end of the award term unless an extension is granted by the grantee or U.S. HHS.

32. To submit in writing to the DPHSS-DCW any requests for an extension of the grant no later than sixty (60) days of the grant's expiration date.
33. Provide accessible referral and linkage to clients, families, or any individual needing childcare assistance; and manage referrals received from DPHSS-DCW in need of mental health support or consultation.
34. Provide accessible referral and linkage to parents, caregivers, and/or child care providers for mental health support and consultation.
35. Provide accessible training opportunities or technical assistance for parents, caregivers, and/or child care providers.
36. To provide other assistance as mutually agreed upon in writing.

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

GUAM BEHAVIORAL HEALTH & WELLNESS CENTER

for  12/01/23
Date
THERESA C. ARRUOLA, MBA
Director, GBHWC

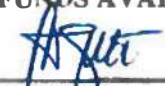
DEPARTMENT OF PUBLIC HEALTH & SOCIAL SERVICES

 ^{ds} 12/01/23
Date
ARTHUR U. SAN AGUSTIN, MHR
Director, DPHSS

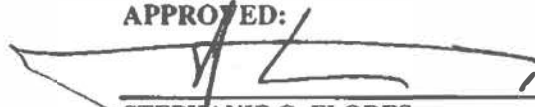
CERTIFICATION OF FUNDS:

Account No.: 5101H221732E1107-230 ✓
Total Amount: \$4,982,133 ✓
Vendor No.: 22300000
Document No. C24-1700-013

CERTIFIED FUNDS AVAILABLE:

 12/1/23
Date
MARGARET D. AGULTO
Certifying Officer, DPHSS

APPROVED:


 10/11/23
Date
STEPHANIE G. FLORES
Director,
Guam State Clearinghouse

RECEIVED
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Bureau of Budget and Management Research

 DEC 01 2023
Date
LES M. CARLSON, JR.
Director,
Bureau of Budget & Management Research

**CLEARED PER
BBMR'S REVIEW**

APPROVED


LOURDES A. LEON GUERRERO
Governor of Guam
Date: 12/11/23

Appendix A: Budget Narrative

Autism Services Program

Due to the growing identification and need around supporting families, caregivers, and education and other support workers in understanding Autism Spectrum Disorder (ASD), the Autism Services Program (ASP) is designed to meet this complex need. ASP addresses the multidimensional facets of Autism using an approach of intervening with the child's behaviors while simultaneously addressing concerns of caregivers and support workers around the child. Using Applied Behavior Analysis curricula and Board-Certified Behavior Analyst staff, this comprehensive approach supports the child and trains caregivers to reduce the occurrence of stress and crises in home and school environments that lead to break downs in home placements and caregiver settings. By better preparing schools, families, and foster family placements, ASP aims to divert children diagnosed with Autism from requiring higher level, out-of-home services. The following components detail the service array ASP will offer:

Parent Skills Training

Provide parent training to:

- Increase skills in reducing maladaptive behaviors exhibited in their children and teaching new adaptive behaviors that promote function and learning;
- Decrease parent stress associated with having child diagnosed with ASD;
- Increase access to Applied Behavioral Analysis services for families in Guam;
- Reduce the number of families currently on waitlist to receive clinical ABA services.

All CCDF parents and foster families of children with disabilities shall be afforded an opportunity to receive parent skills training within thirty (30) business days from the date they are deemed eligible for CCDF subsidy.

ASP must coordinate and establish a parent support group for CCDF subsidized parents, families, and foster parents of children with disabilities focused on enhancing the program service delivery, providing mental/psychological health supports, and improving networks of additional services that may be beneficial for the child. Parent support groups shall meet on a regular basis, based on the recommendations and need of parents/families.

Family Intervention

Parent and child weekly sessions involving:

- Prevention strategies;
- Behavior principles;
- Development of daily schedules;
- Consequence strategies;
- Functional communication training;
- Generalization and maintenance;
- Speech therapy;
- Occupational therapy;
- Supplemental sessions on imitation, token economy, toileting, feeding, and sleeping as applicable.

A crisis hotline for parents and families shall be established with the intent to provide enhanced accessibility through remote consultation, intervention, and counseling services.

Early Childhood Educator Training

Training provided to on-site school administrators, child care directors, general education teachers, special education teachers, child care providers, assessment teams, service providers, paraeducators, and other school or early childhood personnel.

The ASP must coordinate and conduct certified school training to a minimum of one (1) CCDF certified child care center per month. All CCDF child care centers and providers who participated and successfully completed trainings shall receive a certification upon successful completion of the training sessions.

The ASP must coordinate and conduct a workgroup, workshop, or conference for all CCDF child care providers in Guam focused on providing skills training and/or Applied Behavior Analysis training; and provide a certification upon successful completion.

Special Education/ASD Resource Fair

The ASP must coordinate and conduct an annual special education or Autism Spectrum Disorder (ASD) Resource Fair and invite various organizations and government agencies that serve individuals with disabilities in Guam to share the types of services offered and increase community awareness.

Referral to Child Care Programs

All children enrolled under ASP shall be provided a referral and linkage to CCDF child care programs (childcare, relative/in-home childcare, after school, or community childcare programs) to supplement the child’s developmental growth & stimulation and provide additional resources to families for extracurricular activities and public assistance.

The delivery of these services will be conducted by professionals credentialed as Applied Behavior Analysis (ABA) clinicians providing Autism treatment. Resources to maintain this program will be leveraged by the Bureau of Child Care Services (BCCS) and the Guam Behavioral Health & Wellness Center (GBHWC). The following staff positions are required to conduct the multidimensional depth of Autism services recognized as the “gold standard” for Autism treatment:

Staff Positions	Cost
Board-Certified Behavior Analyst (BCBA) – 2.25 FTE	\$844,800
Behavior Interventionist (BI) – 4.0 FTE	\$291,200
Quality Assurance Specialist – 1.0 FTE	\$83,200
Speech Therapist – 1.0 FTE	\$83,200
Occupational Therapist – 1.0 FTE	\$83,200
Fringe benefits	\$19,000

Indirect Costs	
Facilities, utilities, supplies (including relevant assessment kits/manuals)	\$79,124
One-Time Startup Expenses	
Office furniture, equipment, reference materials	\$11,750
ASP Sub-Total	\$1,495,474

Mobile Crisis and Family Stabilization (MCFS) Services

The MCFS System is comprised of Mobile Crisis Response Team (MCRT) services, in-home and Community Crisis Stabilization (CCS), and potential access to Crisis Stabilization Respite (CSR) bed space. The intention behind this system is to provide children and their families with immediate crisis response and diversion from requiring the services of higher levels of care, including out-of-home residential placements. The MCFS System is designed to support successful family and childcare placements, preventing family of origin and foster care placements from breaking down due to the stresses of childhood behavioral concerns. The following array of services are offered through this model:

MCRT:

- 24/7 crisis telephone response provided through 9-8-8 suicide and crisis lifeline;
- Emergent crisis response consisting of a Crisis Intervention Specialist (CIS) and a Certified Peer Support Specialist (CPSS);
- Face-to-face response within 2 hours of dispatch to the site of escalating behaviors including, but not limited to, the child’s home, a group or residential care home, foster care placements, or other community setting on a no-decline basis;
- Safe and effective de-escalation services;
- Crisis safety planning;
- On-site intake assessment and enrollment into ongoing services if needed;
- Referral to inpatient hospitalization when it is clinically or diversion to a lesser restrictive setting if possible;
- Coordination with ongoing outpatient community providers involved in the family’s care.

Provide accessible and timely mental health support and consultation to identified families and/or parents of the child(ren) involved.

Community Crisis Stabilization:

- CCS provides an overall assessment of the crisis situation and identifies the specific needs of the family/caregiver within 72 hours of the initial crisis outreach;
- Services are delivered in-home or other community-based settings to include teaching, modeling, and coaching caregivers to develop skills to manage crisis behaviors as well as teaching, modeling, and coaching the child to develop skills to manage their behaviors;
- Referral and linkage to ongoing outpatient behavioral health services or connection to Crisis Stabilization Respite as clinically appropriate and as space provides;
- Community stabilization services are provided for up to four weeks as needed.

- Provide child care provider and/or parent mental health support and consultation

CCS must establish a partnership with all certified CCDF childcare providers in Guam as the main resource and referral linkage for the coordination of mental and behavioral health support for all children enrolled in the child care programs.

CCS must coordinate and conduct trainings that develop behavioral management skills or other subjects relevant to crisis stabilization skills, to a minimum of two (2) CCDF certified child care centers per month. All CCDF child care providers who participated in trainings shall receive a certification upon successful completion of the training sessions.

The delivery of these services will be conducted by professionals credentialed as Peers and Crisis Intervention Specialists. Resources to maintain this program will be leveraged by Bureau of Social Service Administration (BOSSA), Bureau of Child Care Services (BCCS), and the Guam Behavioral Health & Wellness Center (GBHWC). The following staff positions are required to expand and enhance:

Staff Positions	Cost
Crisis Program Manager – 1.0 FTE	\$75,392
Clinical Supervisor – 1.0 FTE	\$67,696
Crisis Intervention Specialist (CIS) – 9.0 FTE	\$447,579
Certified Peer Support Specialist (CPSS) – 7.0 FTE	\$226,485
Key Family Contact (KFC) – 2.0 FTE	\$75,826
Fringe benefits (Fringe Rate: 29.28% + Fixed/Lump Sum Fringe \$7,395)	\$409,364
Night Differential (10% of Direct Service Providers' hourly rate (CIS-- \$2.39; CPSS-- \$1.56) multiplied by 4,368-night differential hours a year)	\$17,254
Indirect Costs	
Approved IDC Rate 12.87%	\$114,927
Facilities, utilities, supplies (including relevant training)	\$300,000
One-Time Startup Expenses	
Office furniture, equipment, reference materials	\$25,000
Mobile Crisis Vehicle (7-pax Van)	\$40,000
Copy Machine	\$6,500
MCCS Sub-Total	\$1,806,023

Juvenile Justice Program (JJP)

The Juvenile Justice Program is an effort in providing ongoing assessment and clinical outpatient services to youth involved in the legal system and are remanded to the Department of Youth

Affairs (DYA). Through current partnership efforts with DY A, there have been observable needs that youth involved in the justice system have identified. Most notable are the needs for developing youth skills in healthy emotional regulation and the need to disrupt a family generational pattern of legal involvement. The following array of services are offered through this model:

- JJP provides a clinical assessment on youth and determines Serious Emotional Disturbance diagnosis and recommendations for treatment.
- Program staff function to provide case management and care coordination related to supporting needs that would help the youth be successful once they are released from custody, including linkages to psychiatric medication services.
- Program clinicians provide relevant outpatient therapeutic services including emotional regulation, skill building, and cognitive emotional processing.
- In situations where youth detained at DY A have family members detained at Department of Corrections, JJP will provide outpatient family therapeutic services connecting the youth with their family member when clinically appropriate to do so.
- In situations where youth are detained at DY A due to not having a less restrictive home placement, JJP will be a service resource to support identified child care placement settings (e.g. foster care, residential care) to provide relevant trainings and care coordination for child care providers.

JJP shall formulate partnerships with all certified CCDF school age providers (and other CCDF providers that serve the child’s interests) to provide referral and linkage to extra-curricular activities that support the youth’s skills development towards successful integration into the community.

The delivery of these services will be conducted by professionals credentialed as Social Workers and Counselors. Resources to maintain this program will be leveraged by Bureau of Social Services Administration (BOSSA), Bureau of Child Care Services (BCCS), and the Guam Behavioral Health & Wellness Center (GBHWC). The following staff positions are required to expand and enhance:

Staff Positions	Cost
JJP Program Manager – 1.0 FTE	\$75,392
Program Coordinator – 1.0 FTE	\$59,159
Care Coordinators – 4.0 FTE	\$236,636
Psychiatric Technicians – 2.0 FTE (Youth Coordinator)	\$68,434
Certified Peer Support Specialist (CPSS) – 2.0 FTE	\$64,710
Administrative Officer – 1.0 FTE	\$39,349
Data/Administrative Clerk – 1.0 FTE	\$30,169
Fringe benefits (Fringe Rate: 29.28% + Fixed/Lump Sum Fringe \$7,385)	\$236,726
Hazardous pay 10% of base rate	\$50,542

Indirect Costs	
Approved IDC Rate 12.87%	\$65,047
One-Time Startup Expenses	
Mobile Crisis Vehicle (7-pax Van)	\$40,000
JJP Sub-Total	\$897,730

Therapeutic Foster Care and Home-Based Supports (TFC-HBS)

The Therapeutic Foster Care and Home-Based Supports program is designed to create both an alternative to traditional child-care settings and provide the necessary therapeutic supports to ensure children are maintained safely in their home placements. In partnership with the Bureau of Social Services Administration’s (BOSSA) Child Protective Services (CPS), this program will employ licensed foster parents to be trained as therapeutic foster parents serving up to 6 children annually. Children in need of this service are those in guardianship situations where there is an indicated need for more direct one-on-one caregiver support beyond what can be provided in a more expensive therapeutic residential milieu. Because foster parents are traditionally lay people, this service will be paired with intensive Home-Based Supports, a treatment model designed to provide in-person real time behavioral assessment and intervention in the home setting. The following array of services are offered through this program:

Therapeutic Foster Care:

- TFC provides a safe a stable home setting staffed by a licensed and trained Therapeutic Foster Parent to provide 24/7 care and support.
- Program staff function as both “parent” and behavioral interventionist trained in managing a wide array of behavioral and emotional concerns in childhood.
- Day time (less than 24 hours) bed spaces will provide short term respite care to aid in managing challenging
- TFC parents function as a normal parenting household would: e.g. taking children to school, doctors’ appointments, extra-curricular activities, meeting basic needs.

TFC shall assist each foster child under TFC in finding extracurricular activities under CCDF (community, after-school, village programs) or other early childhood/school-aged programs based on the child’s interest.

Home-Based Supports

- HBS clinicians provide in-home behavioral assessment to determine behavioral interactions between children and others in the home.
- Based on assessment, HBS clinicians will develop a treatment plan of interventions.
- HBS clinicians conduct in vivo interventions to demonstrate real time, real situation interventions for caregivers and children.
- HBS clinicians provide caregiver training to deal with a wide array of behavioral and emotional conditions with which children may be challenged.

- Alongside the child and caregivers, HBS clinicians develop family safety plans to address emergent issues that may arise.
- A portion of HBS clinicians' caseloads is dedicated to the 6 TFC children and their TFC caregivers. The remainder of HBS clinician caseloads will serve to provide the above-mentioned services to residential, shelter program, and biological caregiver settings.

HBS program shall coordinate and conduct trainings that develop behavioral management skills (or other relevant certified trainings) to all CCDF family child care (in-home/relative) providers. All CCDF child care providers who participated in trainings shall receive a certification upon successful completion of the training sessions.

The delivery of these services will be conducted by professionals credentialed as Social Workers and Counselors. Resources to maintain this program will be leveraged by Bureau of Social Services Administration (BOSSA), Bureau of Child Care Services (BCCS), and the Guam Behavioral Health & Wellness Center (GBHWC). Program costs are as follows:

Staff Positions	Cost
TFC-HBS Program Manager – 1.0 FTE	\$75,392
Clinical Supervisor – 1.0 FTE	\$67,696
Therapeutic Foster Caregivers – 3.0 FTE	\$149,193
Psychiatric Social Worker I – 3.0 FTE	\$164,754
Fringe benefits (Fringe Rate: 29.28% + Fixed/Lump Sum Fringe \$7,385)	\$192,900
Day Respite Beds	
Day respite up to 23 hours and 59 minutes (2 beds)	\$16,800
Indirect Costs	
Approved IDC Rate 12.87%	\$76,171
Facilities, utilities, supplies (including relevant training)	\$40,000
TFC-HBS Sub-Total	\$782,906

Program Summary	Cost
Autism Services Program (ASP)	\$1,495,474
Mobile Crisis and Community Stabilization (MCCS)	\$1,806,023
Juvenile Justice Program (JJP)	\$897,730
Therapeutic Foster Care and Home-Based Supports (TFC-HBS)	\$782,906
Total MOU fund transfer annual cost	\$4,982,133

5200N217227107 - CHILD CARE DEV. TARGET

OBJ. CLASS	11.07.23 APPROPRIATION	GBHWC MOD (11.16.23)	FY23 EXPENDITURES	REVISED APPROPRIATION 11.16.23
230	4,295,239.00	1,554,000.00	(49,562.16)	5,799,676.84

OBJ. CLASS	REVISED APPROPRIATION 11.16.23	O/S ENCUMBRANCE	AVAILABLE FUNDS 11.16.23	DE-ENCUMBRANCE 11.16.23	REVISED AVAILABLE FUNDS 11.17.23
230	5,799,676.84	(763,391.93)	5,036,284.91	695,765.13	5,732,050.04

Run Date : 11/16/23
 Run Time : 8:16:11

STATEMENT OF APPROPRIATIONS, ALLOTMENT, OUTSTANDING ENCUMBRANCE AND EXPENDITURES

Page : 1
 Program: PRTAPPN

User ID : PHSOMOK
 To date : 11/2023
 Account : 5101H221732EI107230
 Dept/Division :

Exclude Object Codes:

Account Number	Account Name	YTD Allotment	YTD Expenditures	D/S Encumbrance	Available Funds	Unallotted Balance
5101H221732EI107230	CHILD CARE DEVELOPMENT TARGET	5,799,676.84	5,799,676.84	763,391.93	5,036,284.91	
<hr/>						
EI107 PROGRAM TOTALS	Count: 1	5,799,676.84	5,799,676.84	763,391.93	5,036,284.91	
<hr/>						
32 DIVISION TOTALS	Count: 1	5,799,676.84	5,799,676.84	763,391.93	5,036,284.91	
<hr/>						
17 DEPARTMENT TOTALS:	Count: 1	5,799,676.84	5,799,676.84	763,391.93	5,036,284.91	
<hr/>						
H22 APTTP-FY TOTALS:	Count: 1	5,799,676.84	5,799,676.84	763,391.93	5,036,284.91	
<hr/>						
101 FUND TOTALS:	Count: 1	5,799,676.84	5,799,676.84	763,391.93	5,036,284.91	
<hr/>						
FINAL TOTALS	Count: 1	5,799,676.84	5,799,676.84	763,391.93	5,036,284.91	

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. §504), 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:	



Recipient Information

1. Recipient Name

Guam
123 Chalan Kareta

MANGILAO, GUAM 96913 6304

2. Congressional District of Recipient

*See Remarks

3. Payment Account Number and Type

*See Remarks

4. Employer Identification Number (EIN)

1980018947B5

5. Data Universal Numbering System (DUNS)

778904292

6. Recipient's Unique Entity Identifier

JSDHQHSHTJE7

7. Project Director or Principal Investigator

Grant Administrator

8. Authorized Official

*See Remarks

Federal Agency Information

9. Awarding Agency Contact Information

Christopher Felton
Grants Management Officer
christopher.felton@acf.hhs.gov
617-565-2443

10. Program Official Contact Information

Ruth Friedman
Director
Office of Child Care
ruth.friedman@acf.hhs.gov
202-690-6782

Federal Award Information

11. Award Number

2201GUCCDD

12. Unique Federal Award Identification Number (FAIN)

2201GUCCDD

13. Statutory Authority

Child Care and Development Block Grant Act of 1990, as amended

14. Federal Award Project Title

*See Remarks

15. Catalog of Federal Domestic Assistance (CFDA) Number

93.575

16. CFDA Program Title

Child Care and Development Block Grant

17. Award Action Type

Supplement

18. Is the Award R&D?

*See Remarks

Summary Federal Award

19. Budget Period Start Date 10-01-2021

20. Total Amount of Federal Funds Obligated by this Action

20a. Direct Cost Amount

20b. Indirect Cost Amount Administrative Offset

21. Authorized Carryover

22. Offset

23. Total Amount of Federal Funds Obligated this budget period

24. Total Approved Cost Sharing or Matching, where applicable

25. Total Federal and Non-Federal Approved

26. Project Period Start Date 10-01-2021 -

27. Total Amount of the Federal Award including Approved Cost Sharing or Matching

Financial Information

End Date 09-30-2024

\$1,696,510.00

*See Remarks

*See Remarks

*See Remarks

*See Remarks

\$11,310,070.00

*See Remarks

*See Remarks

End Date 09-30-2024

*See Remarks

28. Authorized Treatment of Program Income

*See Remarks

29. Grants Management Officer – Signature

Christopher Felton

Footnotes

Grants Management Officer



Department of Health and Human Services
Administration for Children and Families

Notice of Award
Award # 2201GUCCDD
FAIN# 2201GUCCDD
Federal Award Date: July 7, 2022

Recipient Information
Guam
123 Chalan Kareta
MANGILAO, GUAM 96913 6304
Employer Identification Number (EIN): XXXXXXXXXXXXX
Data Universal Numbering System (DUNS): 778904292
Recipient's Unique Entity Identifier: J5DHQHSHTJE7
Object Class: 41.15

Financial Information

<u>Appropriation</u>	<u>CAN</u>	<u>Allotment</u>	<u>Award this action</u>	<u>Cumulative Grant</u>		<u>Funding Type</u>
				<u>Award to Date</u>	<u>Document Number</u>	
75-22-1515	2022,G999003		\$1,696,510.00	\$11,310,070.00	2201GUCCDD	Discretionary

Terms and Conditions

This grant award represents an obligation for the Child Care and Development Fund. Mandatory and Matching funds are subject to the requirements of Section 418 of Title IV-A of the Social Security Act as amended by Title VI of the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996, P.L. 104-193, effective October 1, 1996 (CFDA 93.596). Discretionary funds are subject to the requirements of the Child Care and Development Block Grant Act of 1990, as amended (CFDA 93.575).

This award is subject to the requirements listed in the terms and conditions. The use of Federal funds from this award constitutes the grantee's acceptance of the listed terms and conditions. The electronic copy of Terms and Conditions to support this program can be found on the website at: <https://www.acf.hhs.gov/grants/post-award-requirements>

Funds included in this award will be made available through the DHHS Payment Management System (PMS). Questions pertaining to payments should be directed to DHHS Division of Payment Management, Post Office Box 6021, Rockville, MD 20852; telephone 1-877-614-5533.

Remarks

* This field is intended to be included in the standardized Notice of Award and will be displayed in subsequent quarters.

AsFiscal 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 condition 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>

Name	Language
7 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	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: <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>

Name	Language
11 Marijuana Restriction	<p>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).</p>
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, 2022 (Public Law 117-103), signed into law on March 15, 2022, restricts the amount of direct salary to Executive Level II of the Federal Executive Pay scale. Effective January 2, 2022, the salary limitation for Executive Level II is \$203,700.</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.

16	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.fsr.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.fsr.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

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	<p>highly compensated executives for the subrecipient's preceding completed fiscal year, if—</p> <ol style="list-style-type: none"> i. in the subrecipient's preceding fiscal year, the subrecipient received— <ol 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.) <ol style="list-style-type: none"> 2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c. 1. of this award term: <ol 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. <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> 1. Entity means all of the following, as defined in 2 CFR § 25, subpart D <ol 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: <ol 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.

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	<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 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 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; (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

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	<p>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
<p>18 Acknowledgement of Federal Funding in communications and contracting.</p>	<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>
<p>19 Acknowledgement of Federal Funding at Conferences and Meetings</p>	<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>
<p>20 Rights in Data and Publications</p>	<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>

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21 Mandatory Disclosures	<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.htm 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"> a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect; b) Procure a commercial sex act during the period of time that the award is in effect; or, c) 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
<p>28 Accessibility Provisions</p>	<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.</p> <p>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>
<p>29 Data Collection and Performance Measurement:</p>	<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>
<p>30 Legislative Mandates</p>	<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>
<p>31 Executive Order 13410: Promoting Quality and Efficient Health Care in Federal Government Administered or Sponsored Health Care Programs</p>	<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>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.</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
<p>38 Termination</p>	<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>
<p>39 Prohibition on certain tele-communications and video surveillance services or equipment</p>	<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.



Fiscal Year 2022 – Award Standard Terms

Extracted from Universal Identifier and SAM Requirements No. 15

This award is subject to requirements as set forth in 2 CFR § 25 – Universal Identifier and System of Award Management (SAM) Requirements.

A. Requirement for System of Award Management.

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.

B. Requirement for unique entity identifier.

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

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you, unless the entity has provided its 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.”

Acknowledgement:

SUBMITTED BY:

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

Name of Organization:

Guam Behavioral Health and Wellness Center
U.S. Department of Health and Human Services
Substance Abuse and Mental Health Services Administration
Federal Grant Funds
Compliance with Federal Financial Accountability Transparency Act

Partner/Subrecipient/ Sub Grantee agree that:

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

Reporting Subawards and Executive Compensation.

a. Reporting of first-tier subawards.

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

2. Where and when to report.

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

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.) 3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

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

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

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as

defined at 2 CFR 170.320 (and subawards); and iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

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

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

c. Reporting of Total Compensation of Subrecipient Executives.

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

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

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

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

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

d. Exemptions

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

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

e. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:
i. A Governmental organization, which is a State, local government, or Indian tribe; ii. A foreign public entity; iii. A domestic or foreign nonprofit organization; iv. A domestic or foreign for-profit organization; v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

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

3. Subaward:

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

4. Subrecipient means an entity that:

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

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

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

SUBMITTED BY:

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

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.

SUBMITTED BY:

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

Name of Organization:

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

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

Civil Rights Requirements

Service Provider:

Civil Rights Contact Person:

Title/Address:

Telephone Number:

Number of persons employed by the organizational unit:

SUBMITTED BY:

Signature:	Date:
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Name:	Title:
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Agency:

This form should be submitted in the Proposal Envelope.

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)

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

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

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

SAMHSA grants webpages are currently being updated to reflect the new guidance effective December 26, 2014. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is the final revised rule streamlining grant management requirements. This guidance supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122 (which have been placed in OMB guidances); Circulars A-89, A-102, and A-133; and the guidance in Circular A-50 on Single Audit Act follow-up. HHS Codified 2 CFR 200 in its regulations at 45 CFR 75. The Uniform Guidance is effective as of December 26, 2014.

Repealed, effective 12/26/14	New, effective 12/26/14
<p>Administrative Requirements:</p> <p>45 CFR 74/ 2 CFR 215 Higher educations, hospitals, other non-profits</p> <p>45 CFR 92 State, local, and tribal governments</p> <p>Cost Principles:</p> <p>2 CFR 220 OMB Circ. A-21 Institutions of higher education</p> <p>2 CFR 225/ OMB Circ. A-87 State, local, and tribal governments</p> <p>2 CFR 230/ OMB Circ. A-122 Non-profit organizations</p> <p>2 CFR 215/ 45 CFR 74 App. E Hospitals</p> <p>Audits:</p> <p>OMB Circ. A-133 States, local governments, and non-profits</p>	<p>2 CFR 200/45 CFR Part 75 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards"</p>

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

SUBMITTED BY:

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

Name of Organization:

This form should be submitted in the Proposal Envelope.

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

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

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

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

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

Title 2: Grants and Agreements
PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS
Subpart B—General Provisions

200.110 Effective/applicability date.

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

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

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

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

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

§200.317 Procurements by states.

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

Federal entities, including subrecipients of a state, will follow §§200.318 General procurement standards through 200.326 Contract provisions.

Page 2 of 9

§200.318 General procurement standards.

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

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

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

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

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

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

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

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

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

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

(j)(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of: (i) The actual cost of materials; and (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

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

Page 3 of 9

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

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

§200.319 Competition.

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

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

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

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

- (1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
- (2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

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

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

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

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

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

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

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

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

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

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

(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most

qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

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

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

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

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

(b) Affirmative steps must include:

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

§200.322 Procurement of recovered materials.

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

§200.323 Contract cost and price.

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

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

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

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

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

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

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

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

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

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

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

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

§200.325 Bonding requirements.

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

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

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

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

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

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

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

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

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

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

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of

Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or

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subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

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

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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

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

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

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

SUBMITTED BY:

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

Name of Organization:

This form should be submitted in the Proposal Envelope.

Child Care and Development Block Grant Act

SEC. 658A. SHORT TITLE AND PURPOSES.

(a) Short Title-This subchapter may be cited as the ‘Child Care and Development Block Grant Act of 1990’.

(b) Purposes.-The purposes of this subchapter are-

- (1) to allow each State maximum flexibility in developing child care programs and policies that best suit the needs of children and parents within that State;
- (2) to promote parental choice to empower working parents to make their own decisions regarding ~~on~~ the child care services that best suits their family’s needs;
- (3) to encourage States to provide consumer education information to help parents make informed choices about child care services and to promote involvement by parents and family members in the development of their children in child care settings;
- (4) to assist States in delivering high-quality, coordinated early childhood care and education services to maximize parents’ options and support parents trying to achieve independence from public assistance;
- (5) to assist States in improving the overall quality of child care services and programs by implementing the health, safety, licensing, training, and oversight standards established in this subchapter and in State law (including State regulations);
- (6) to improve child care and development of participating children; and
- (7) to increase the number and percentage of low-income children in high-quality child care settings.

SEC. 658B. AUTHORIZATION OF APPROPRIATIONS.

There is authorized to be appropriated to carry out this subchapter \$2,360,000,000 for fiscal year 2015, \$2,478,000,000 for fiscal year 2016, \$2,539,950,000 for fiscal year 2017, \$2,603,448,750 for fiscal year 2018, \$2,668,534,969 for fiscal year 2019, and \$2,748,591,018 for fiscal year 2020.

SEC. 658C. ESTABLISHMENT OF BLOCK GRANT PROGRAM.

The Secretary is authorized to make grants to States in accordance with the provisions of this subchapter.

SEC. 658D. LEAD AGENCY.

(a) Designation-The Governor of a State desiring to receive a grant under this subchapter shall designate an agency (which may be an appropriate collaborative agency), or establish a joint interagency office, that complies with the requirements of subsection (b) to serve as the lead agency for the State under this subchapter.

(b) Duties -

(1) In general-The lead agency shall-

(A) administer, directly or through other State governmental or nongovernmental agencies, the financial assistance received under this subchapter by the State;

(B) develop the State plan to be submitted to the Secretary under section 658E(a);

(C) in conjunction with the development of the State plan as required under subparagraph (B), hold at least one hearing in the State with sufficient time and Statewide distribution of the notice of such hearing to provide to the public an opportunity to comment on the provision of child care services under the State plan;

(D) coordinate the provision of services under this subchapter with other Federal, State and local child care and early childhood development programs; and

(E) at the option of an Indian tribe or tribal organization in the State, collaborate and coordinate with such Indian tribe or tribal organization in the development of the State plan in a timely manner.

(2) Development of plan-In the development of the State plan described in paragraph (1)(B), the lead agency shall consult with appropriate representatives of units of general purpose local government.

SEC. 658E. APPLICATION AND PLAN.

(a) Application-To be eligible to receive assistance under this subchapter, a State shall prepare and submit to the Secretary an application at such time, in such manner, and containing such information as the Secretary shall by rule require, including-

(1) an assurance that the State will comply with the requirements of this subchapter; and

(2) a State plan that meets the requirements of subsection (c).

(b) Period Covered by Plan-The State plan contained in the application under subsection (a) shall be designed to be implemented during a 3-year period.

(c) Requirements of a Plan-

(1) Lead agency-The State plan shall identify the lead agency designated or established under section 658D.

(2) Policies and procedures-The State plan shall-

(A) Parental choice of providers -Provide assurances that-

(i) the parent or parents of each eligible child within the State who receives or is offered child care services for which financial assistance is provided under this subchapter, are given the option either-

(I) to enroll such child with a child care provider that has a grant or contract for the provision of such services; or

(II) to receive a child care certificate as defined in section 658P(2);

(ii) in cases in which the parent selects the option described in clause (i)(I), the child will be enrolled with the eligible provider selected by the parent to the maximum extent practicable; and

(iii) child care certificates offered to parents selecting the option described in clause (i)(II) shall be of a value commensurate with the subsidy value of child care services provided under the option described in clause (i)(I); and provide a detailed description of the procedures the State will implement to carry out the requirements of this subparagraph.

(B) Unlimited parental access—Certify that procedures are in effect within the State to ensure that child care providers who provide services for which assistance is made available under this subchapter afford parents unlimited access to their children and to the providers caring for their children, during the normal hours of operation of such providers and whenever such children are in the care of such providers, and provide a detailed description of such procedures.

(C) Parental complaints—Certify that the State maintains a record of substantiated parental complaints and makes information regarding such parental complaints available to the public on request and provide a detailed description of how such record is maintained and is made available.

(D) Monitoring and Inspection Reports.—The plan shall include certification that the State, not later than 1 year after the State has in effect the policies and practices described in subparagraph (K)(i), will make public by electronic means, in a consumer-friendly and easily accessible format, organized by provider, the results of monitoring and inspection reports, including those due to major substantiated complaints about failure to comply with this subchapter and State child care policies, as well as the number of deaths, serious injuries, and instances of substantiated child abuse that occurred in child care settings each year, for eligible child care providers within the State. The results shall also include information on the date of such an inspection, and, where applicable, information on corrective action taken.

(E) Consumer and Provider Education Information. - The plan shall include a certification that the State will collect and disseminate (which dissemination may be done, except as otherwise specified in this subparagraph, through resource and referral organizations or other means as determined by the State) to parents of eligible children, the general public, and, where applicable, providers-

(i) information about the availability of the full diversity of child care services that will promote informed child care choices and that concerns—

(I) the availability of child care services provided through programs authorized by this subchapter and, if feasible, other child care services and other programs provided in the State for which the family may be eligible, as well as the availability of financial assistance to obtain child care services in the State;

(II) if available, information about the quality of providers, as determined by the State, that can be provided through a Quality Rating and Improvement System;

(III) information, made available through a State Web site, describing the State process for licensing child care providers, the State processes for conducting background checks, and monitoring and inspections, of child care providers, and the offenses that prevent individuals and entities from serving as child care providers in the State;

(IV) other programs for which families that receive child care services for which financial assistance is provided under this subchapter may be eligible, including the program of block grants to States for temporary assistance for needy families established under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), Head Start and Early Head Start programs carried out under the Head Start Act (42 U.S.C. 9831 et seq.), the program carried out under the Low-Income Home Energy Assistance Act of 1981 (42 U.S.C. 8621 et seq.), the supplemental nutrition assistance program established under the Food and Nutrition Act of 2008 (7 U.S.C. 2011 et seq.), the special supplemental nutrition program for women, infants, and children established under section 17 of the Child Nutrition Act of 1966 (42 U.S.C. 1786), the child and adult care food program established under section 17 of the Richard B. Russell National School Lunch Act (42 U.S.C. 1766), and the Medicaid and State children's health insurance programs under titles XIX and XXI of the Social Security Act (42 U.S.C. 1396 et seq., 1397aa et seq.);

(V) programs carried out under section 619 and part C of the Individuals with Disabilities Education Act (20 U.S.C. 1419, 1431 et seq.);

(VI) research and best practices concerning children's development, including social and emotional development, early childhood development, and meaningful parent and family engagement, and physical health and development (particularly healthy eating and physical activity); and

(VII) the State policies regarding the social-emotional behavioral health of young children, which may include positive behavioral

intervention and support models, and policies on expulsion of preschool-aged children, in early childhood programs receiving assistance under this subchapter; and

(ii) information on developmental screenings, including—

(I) information on existing (as of the date of submission of the application containing the plan) resources and services the State can deploy, including the coordinated use of the Early and Periodic Screening, Diagnosis, and Treatment program under the Medicaid program carried out under title XIX of the Social Security Act (42 U.S.C. 1396 et seq.) and developmental screening services available under section 619 and part C of the Individuals with Disabilities Education Act (20 U.S.C. 1419, 1431 et seq.), in conducting developmental screenings and providing referrals to services, when appropriate, for children who receive assistance under this subchapter; and

(II) a description of how a family or eligible child care provider may utilize the resources and services described in subclause (I) to obtain developmental screenings for children who receive assistance under this subchapter who may be at risk for cognitive or other developmental delays, which may include social, emotional, physical, or linguistic delays.

(F) Compliance with State Licensing Requirements.—

(i) In General.- The plan shall include a certification that the State involved has in effect licensing requirements applicable to child care services provided within the State, and provide a detailed description of such requirements and of how such requirements are effectively enforced.

(ii) License Exemption.—If the State uses funds received under this subchapter to support a child care provider that is exempt from the corresponding licensing requirements described in clause (i), the plan shall include a description stating why such licensing exemption does not endanger the health, safety, or development of children who receive services from child care providers who are exempt from such requirements.

(G) Training and Professional Development Requirements.—

(i) In General.—The plan shall describe the training and professional development requirements that are in effect within the State designed to enable child care providers to promote the social, emotional, physical, and cognitive development of children and to improve the knowledge and skills of the child care workforce. Such requirements shall be applicable to child care providers that provide services for which assistance is provided in accordance with this subchapter.

(ii) Requirements.—The plan shall provide an assurance that such training and professional development—

(I) shall be conducted on an ongoing basis, provide for a progression of professional development (which may include encouraging the pursuit of postsecondary education), reflect current research and best practices relating to the skills necessary for the child care workforce to meet the developmental needs of participating children, and improve the quality of, and stability within, the child care workforce;

(II) shall be developed in consultation with the State Advisory Council on Early Childhood Education and Care (designated or established pursuant to section 642B(b)(1)(A)(i) of the Head Start Act (42 U.S.C. 9837b(b)(1)(A)(i))), and may engage training providers in aligning training opportunities with the State's training framework;

(III) incorporates knowledge and application of the State's early learning and developmental guidelines (where applicable), the State's health and safety standards, and incorporates social-emotional behavior intervention models, which may include positive behavior intervention and support models;

(IV) shall be accessible to providers supported through Indian tribes or tribal organizations that receive assistance under this subchapter; and

(V) to the extent practicable, are appropriate for a population of children that includes—

(aa) different age groups;

(bb) English learners;

(cc) children with disabilities; and

(dd) Native Americans, including Indians, as the term is defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450b) (including Alaska Natives within the meaning of that term), and Native Hawaiians (as defined in section 6207 of the Elementary and Secondary Education Act of 1965.

(iii) Information.—The plan shall include the number of hours of training required for eligible providers and caregivers to engage in annually, as determined by the State.

(iv) Construction.—The Secretary shall not require an individual or entity that provides child care services for which assistance is provided in accordance with this subchapter to acquire a credential to provide such services. Nothing in this section shall be construed to prohibit a State from requiring a credential.

(H) Child-to-Provider Ratio Standards.—

(i) Standards.—The plan shall describe child care standards for child care services for which assistance is made available in accordance with this subchapter, appropriate to the type of child care setting involved, to

provide for the safety and developmental needs of the children served, that address—

- (I) group size limits for specific age populations, as determined by the State;
- (II) the appropriate ratio between the number of children and the number of providers, in terms of the age of the children in child care, as determined by the State; and
- (III) required qualifications for such providers, as determined by the State.

(ii) Construction.—The Secretary may offer guidance to States on child-to-provider ratios described in clause (i) according to setting and age group, but shall not require that the State maintain specific group size limits for specific age populations or child-to-provider ratios for providers who receive assistance in accordance with subchapter.

(I) Health and Safety Requirements.— The plan shall include a certification that there are in effect within the State, under State or local law, requirements designed to protect the health and safety of children that are applicable to child care providers that provide services for which assistance is made available under this subchapter. Such requirements—

- (i) shall relate to matters including health and safety topics consisting of—
 - (I) the prevention and control of infectious diseases (including immunization) and the establishment of a grace period that allows homeless children and children in foster care to receive services under this subchapter while their families (including foster families) are taking any necessary action to comply with immunization and other health and safety requirements;
 - (II) prevention of sudden infant death syndrome and use of safe sleeping practices;
 - (III) the administration of medication, consistent with standards for parental consent;
 - (IV) the prevention of and response to emergencies due to food and allergic reactions;
 - (V) building and physical premises safety, including identification of and protection from hazards that can cause bodily injury such as electrical hazards, bodies of water, and vehicular traffic;
 - (VI) prevention of shaken baby syndrome and abusive head trauma;
 - (VII) emergency preparedness and response planning for emergencies resulting from a natural disaster, or a man-caused event (such as violence at a child care facility), within the meaning of those terms under section 602(a)(1) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5195a(a)(1));
 - (VIII) the handling and storage of hazardous materials and the appropriate disposal of biocontaminants;

- (IX) for providers that offer transportation, if applicable, appropriate precautions in transporting children;
 - (X) first aid and cardiopulmonary resuscitation; and
 - (XI) minimum health and safety training, to be completed pre-service or during an orientation period in addition to ongoing training, appropriate to the provider setting involved that addresses each of the requirements relating to matters described in subclauses (I) through (X); and
- (ii) may include requirements relating to nutrition, access to physical activity, or any other subject area determined by the State to be necessary to promote child development or to protect children's health and safety.
- (J) Compliance with State and Local Health and Safety Requirements.- The plan shall include a certification that procedures are in effect to ensure that child care providers within the State, that provide services for which assistance is made available in accordance with this subchapter, comply with all applicable State or local health and safety requirements as described in subparagraph (I).
- (K) Enforcement of Licensing and Other Regulatory Requirements.—
- (i) Certification.—The plan shall include a certification that the State, not later than 2 years after the date of enactment of the Child Care and Development Block Grant Act of 2014, shall have in effect policies and practices, applicable to licensing or regulating child care providers that provide services for which assistance is made available in accordance with this subchapter and the facilities of those providers, that—
 - (I) ensure that individuals who are hired as licensing inspectors in the State are qualified to inspect those child care providers and facilities and have received training in related health and safety requirements, and are trained in all aspects of the State's licensure requirements;
 - (II) require licensing inspectors (or qualified inspectors designated by the lead agency) of those child care providers and facilities to perform inspections, with—
 - (aa) not less than 1 preclosure inspection, for compliance with health, safety, and fire standards, of each such child care provider and facility in the State; and
 - (bb) not less than annually, an inspection (which shall be unannounced) of each such child care provider and facility in the State for compliance with all child care licensing standards, which shall include an inspection for compliance with health, safety, and fire standards (inspectors may inspect for compliance with all 3 standards at the same time);
 - (III) require the ratio of licensing inspectors to such child care providers and facilities in the State to be maintained at a level sufficient to enable the State to conduct inspections of such child

care providers and facilities on a timely basis in accordance with Federal, State, and local law; and

(IV) require licensing inspectors (or qualified inspectors designated by the lead agency) of child care providers and facilities to perform an annual inspection of each license-exempt provider in the State receiving funds under this subchapter (unless the provider is an eligible child care provider as described in section 658P(6)(B)) for compliance with health, safety, and fire standards, at a time to be determined by the State.

(ii) Construction.—The Secretary may offer guidance to a State, if requested by the State, on a research-based minimum standard regarding ratios described in clause (i)(III) and provide technical assistance to the State on meeting the minimum standard within a reasonable time period, but shall not prescribe a particular ratio.

(L) Compliance with Child Abuse Reporting Requirements.—The plan shall include a certification that child care providers within the State will comply with the child abuse reporting requirements of section 106(b)(2)(B)(i) of the Child Abuse Prevention and Treatment Act (42 U.S.C. 5106a(b)(2)(B)(i)).

(M) Meeting the Needs of Certain Populations.— The plan shall describe how the State will develop and implement strategies (which may include alternative reimbursement rates to child care providers, the provision of direct contracts or grants to community-based organizations, offering child care certificates to parents, or other means determined by the State) to increase the supply and improve the quality of child care services for—

- (i) children in underserved areas;
- (ii) infants and toddlers;
- (iii) children with disabilities, as defined by the State; and
- (iv) children who receive care during nontraditional hours.

(N) Protection for Working Parents.—

(i) Minimum Period.—

(I) 12-Month Period.—The plan shall demonstrate that each child who receives assistance under this subchapter in the State will be considered to meet all eligibility requirements for such assistance and will receive such assistance, for not less than 12 months before the State or designated local entity redetermines the eligibility of the child under this subchapter, regardless of a temporary change in the ongoing status of the child’s parent as working or attending a job training or educational program or a change in family income for the child’s family, if that family income does not exceed 85 percent of the State median income for a family of the same size.

(II) Fluctuation in Earnings.—The plan shall demonstrate how the State’s or designated local entity’s processes for initial determination and redetermination of such eligibility take into account irregular fluctuations in earnings.

(ii) Redetermination Process.—The plan shall describe the procedures and policies that are in place to ensure that working parents (especially parents in families receiving assistance under the program of block grants to States for temporary assistance for needy families under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.)) are not required to unduly disrupt their employment in order to comply with the State’s or designated local entity’s requirements for redetermination of eligibility for assistance provided in accordance with this subchapter.

(iii) Period before Termination.—At the option of the State, the plan shall demonstrate that the State will not terminate assistance provided to carry out this subchapter based on a factor consisting of a parent’s loss of work or cessation of attendance at a job training or educational program for which the family was receiving the assistance, without continuing the assistance for a reasonable period of time, of not less than 3 months, after such loss or cessation in order for the parent to engage in a job search and resume work, or resume attendance at a job training or educational program, as soon as possible.

(iv) Graduated Phaseout of Care.—The plan shall describe the policies and procedures that are in place to allow for provision of continued assistance to carry out this subchapter, at the beginning of a new eligibility period under clause (i)(I), for children of parents who are working or attending a job training or educational program and whose family income exceeds the State’s income limit to initially qualify for such assistance, if the family income for the family involved does not exceed 85 percent of the State median income for a family of the same size.

(O) Coordination with Other Programs.—

(i) In General.—The plan shall describe how the State, in order to expand accessibility and continuity of care, and assist children enrolled in early childhood programs to receive full-day services, will efficiently, and to the extent practicable, coordinate the services supported to carry out this subchapter with programs operating at the Federal, State, and local levels for children in preschool programs, tribal early childhood programs, and other early childhood programs, including those serving infants and toddlers with disabilities, homeless children, and children in foster care.

(ii) Optional Use of Combined Funds.—If the State elects to combine funding for the services supported to carry out this subchapter with funding for any program described in clause (i), the plan shall describe how the State will combine the multiple sets of funding and use the combined funding.

(iii) Rule of Construction.— Nothing in clause (i) shall be construed to affect the priority of children described in clause (i) to receive full-day prekindergarten or Head Start program services.

(P) Public-Private Partnerships.— The plan shall demonstrate how the State encourages partnerships among State agencies, other public agencies, Indian tribes and tribal organizations, and private entities, including faith-based and

community-based organizations, to leverage existing service delivery systems (as of the date of the submission of the application containing the plan) for child care and development services and to increase the supply and quality of child care services for children who are less than 13 years of age, such as by implementing voluntary shared services alliance models.

(Q) Priority for Low-Income Populations.—The plan shall describe the process the State proposes to use, with respect to investments made to increase access to programs providing high-quality child care and development services, to give priority for those investments to children of families in areas that have significant concentrations of poverty and unemployment and that do not have such programs.

(R) Consultation.—The plan shall include a certification that the State has developed the plan in consultation with the State Advisory Council on Early Childhood Education and Care designated or established pursuant to section 642B(b)(1)(A)(i) of the Head Start Act (42 U.S.C. 9837b(b)(1)(A)(i)).

(S) Payment Practices.—The plan shall include—

(i) a certification that the payment practices of child care providers in the State that serve children who receive assistance under this subchapter reflect generally accepted payment practices of child care providers in the State that serve children who do not receive assistance under this subchapter, so as to provide stability of funding and encourage more child care providers to serve children who receive assistance under this subchapter; and

(ii) an assurance that the State will, to the extent practicable, implement enrollment and eligibility policies that support the fixed costs of providing child care services by delinking provider reimbursement rates from an eligible child's occasional absences due to holidays or unforeseen circumstances such as illness.

(T) Early Learning and Developmental Guidelines.—

(i) In General.—The plan shall include an assurance that the State will maintain or implement early learning and developmental guidelines (or develop such guidelines if the State does not have such guidelines as of the date of enactment of the Child Care and Development Block Grant Act of 2014) that are appropriate for children from birth to kindergarten entry, describing what such children should know and be able to do, and covering the essential domains of early childhood development for use statewide by child care providers. Such guidelines shall—

(I) be research-based, developmentally appropriate, and aligned with entry to kindergarten;

(II) be implemented in consultation with the state educational agency and the State Advisory Council on Early Childhood Education and Care (designated or established pursuant to section 642B(b)(1)(A)(i) of the Head Start Act (42 U.S.C. 9837b(b)(1)(A)(i)); and

(III) be updated as determined by the State.

- (ii) Prohibition on Use of Funds.—The plan shall include an assurance that funds received by the State to carry out this subchapter will not be used to develop or implement an assessment for children that—
- (I) will be the sole basis for a child care provider being determined to be ineligible to participate in the program carried out under this subchapter;
 - (II) will be used as the primary or sole basis to provide a reward or sanction for an individual provider;
 - (III) will be used as the primary or sole method for assessing program effectiveness; or
 - (IV) will be used to deny children eligibility to participate in the program carried out under this subchapter.
- (iii) Exceptions.—Nothing in this subchapter shall preclude the State from using a single assessment as determined by the State for children for—
- (I) supporting learning or improving a classroom environment;
 - (II) targeting professional development to a provider;
 - (III) determining the need for health, mental health, disability, developmental delay, or family support services;
 - (IV) obtaining information for the quality improvement process at the State level; or
 - (V) conducting a program evaluation for the purposes of providing program improvement and parent information.
- (iv) No Federal Control.—Nothing in this section shall be construed to authorize an officer or employee of the Federal Government to—
- (I) mandate, direct, control, or place conditions (outside of what is required by this subchapter) around adopting a State’s early learning and developmental guidelines developed in accordance with this section;
 - (II) establish any criterion that specifies, defines, prescribes, or places conditions (outside of what is required by this subchapter) on a State adopting standards or measures that a State uses to establish, implement, or improve such guidelines, related accountability systems, or alignment of such guidelines with education standards; or
 - (III) require a State to submit such guidelines for review.
- (U) Disaster Preparedness.—
- (i) In General.—The plan shall demonstrate the manner in which the State will address the needs of children in child care services provided through programs authorized under this subchapter, including the need for safe child care, for the period before, during, and after a state of emergency declared by the Governor or a major disaster or emergency (as such terms are defined in section 102 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5122)).
 - (ii) Statewide Child Care Disaster Plan.—Such plan shall include a statewide child care disaster plan for coordination of activities and

collaboration, in the event of an emergency or disaster described in clause (i), among the State agency with jurisdiction over human services, the agency with jurisdiction over State emergency planning, the State lead agency, the State agency with jurisdiction over licensing of child care providers, the local resource and referral organizations, the State resource and referral system, and the State Advisory Council on Early Childhood Education and Care as provided for under section 642B(b) of the Head Start Act (42 U.S.C. 9837b(b)).

(iii) Disaster Plan Components.—The components of the disaster plan, for such an emergency or disaster, shall include—

(I) evacuation, relocation, shelter-in-place, and lock-down procedures, and procedures for communication and reunification with families, continuity of operations, and accommodation of infants and toddlers, children with disabilities, and children with chronic medical conditions;

(II) guidelines for the continuation of child care services in the period following the emergency or disaster, which may include the provision of emergency and temporary child care services, and temporary operating standards for child care providers during that period; and

(III) procedures for staff and volunteer emergency preparedness training and practice drills.

(V) Business Technical Assistance.— The plan shall describe how the State will develop and implement strategies to strengthen the business practices of child care providers to expand the supply, and improve the quality of, child care services.

(3) Use of block grant funds -

(A) General requirement -The State plan shall provide that the State will use the amounts provided to the State for each fiscal year under this subchapter in accordance with subparagraphs (B) through (D).

(B) Child care services and related activities-

(i) In General.—The State shall use amounts provided to the State for each fiscal year under this subchapter for child care services on a sliding fee scale basis, activities that improve the quality or availability of such services, activities that improve access to child care services, including the use of procedures to permit enrollment (after an initial eligibility determination) of homeless children while required documentation is obtained, training and technical assistance on identifying and serving homeless children and their families, and specific outreach to homeless families, and any other activity that the State determines to be appropriate to meet the purposes of this subchapter (which may include an activity described in clause (ii)) with priority being given for services provided to children of families with very low family incomes (taking into consideration family size) and to children with special needs.

(ii) Report by the Assistant Secretary for Children and Families.—

(I) In General.—Not later than September 30 of the first full fiscal year after the date of enactment of the Child Care and Development Block Grant Act of 2014, and September 30 of each fiscal year thereafter, the Secretary (acting through the Assistant Secretary for Children and Families of the Department of Health and Human Services) shall prepare a report that contains a determination about whether each State uses amounts provided to such State for the fiscal year involved under this subchapter in accordance with the priority for services described in clause (i).

(II) Penalty for Noncompliance.—For any fiscal year that the report of the Secretary described in subclause (I) indicates that a State has failed to give priority for services in accordance with clause (i), the Secretary shall—

(aa) inform the State that the State has until the date that is 6 months after the Secretary has issued such report to fully comply with clause (i);

(bb) provide the State an opportunity to modify the State plan of such State, to make the plan consistent with the requirements of clause (i), and resubmit such State plan to the Secretary not later than the date described in item (aa); and

(cc) if the State does not fully comply with clause (i) and item (bb), by the date described in item (aa), withhold 5 percent of the funds that would otherwise be allocated to that State in accordance with this subchapter for the first full fiscal year after that date.

(III) Waiver for Extraordinary Circumstances.—

Notwithstanding subclause (II) the Secretary may grant a waiver to a State for one year to the penalty applied in subclause (II) if the Secretary determines there are extraordinary circumstances, such as a natural disaster, that prevent the State from complying with clause (i). If the Secretary does grant a waiver to a State under this section, the Secretary shall, within 30 days of granting such waiver, submit a report to the appropriate congressional committees on the circumstances of the waiver including the stated reason from the State on the need for a waiver, the expected impact of the waiver on children served under this program, and any such other relevant information the Secretary deems necessary.

(iii) Child Care Resource and Referral System.—

(I) In General.—A State may use amounts described in clause (i) to establish or support a system of local or regional child care resource and referral organizations that is coordinated, to

the extent determined appropriate by the State, by a statewide public or private nonprofit, community-based or regionally based, lead child care resource and referral organization.

(II) Local or Regional Organizations.—The local or regional child care resource and referral organizations supported as described in subclause (I) shall—

(aa) provide parents in the State with consumer education information referred to in paragraph (2)(E) (except as otherwise provided in that paragraph), concerning the full range of child care options (including faith-based and community-based child care providers), analyzed by provider, including child care provided during nontraditional hours and through emergency child care centers, in their political subdivisions or regions;

(bb) to the extent practicable, work directly with families who receive assistance under this subchapter to offer the families support and assistance, using information described in item (aa), to make an informed decision about which child care providers they will use, in an effort to ensure that the families are enrolling their children in the most appropriate child care setting to suit their needs and one that is of high quality (as determined by the State);

(cc) collect data and provide information on the coordination of services and supports, including services under section 619 and part C of the Individuals with Disabilities Education Act (20 U.S.C. 1431, et seq.), for children with disabilities (as defined in section 602 of such Act (20 U.S.C. 1401));

(dd) collect data and provide information on the supply of and demand for child care services in political subdivisions or regions within the State and submit such information to the State;

(ee) work to establish partnerships with public agencies and private entities, including faith-based and community-based child care providers, to increase the supply and quality of child care services in the State; and

(ff) as appropriate, coordinate their activities with the activities of the State lead agency and local agencies that administer funds made available in accordance with this subchapter.

(C) Limitation on Administrative Costs - Not more than 5 percent of the aggregate amount of funds available to the State to carry out this subchapter

by a State in each fiscal year may be expended for administrative costs incurred by such State to carry out all of its functions and duties under this subchapter. As used in the preceding sentence, the term 'administrative costs' shall not include the costs of providing direct services.

(D) Assistance for Certain Families - A State shall ensure that a substantial portion of the amounts available after the State has complied with the requirement of section 418(b)(2) of the Social Security Act with respect to each of the fiscal years 2015 through 2020 to the State to carry out activities under this subchapter in each fiscal year is used to provide assistance to low-income working families including or in addition to families with children described in clause (i), (ii), (iii), or (iv) of paragraph (2)(M).

(E) Direct Services.—From amounts provided to a State for a fiscal year to carry out this subchapter, the State shall—

- (i) reserve the minimum amount required to be reserved under section 658G, and the funds for costs described in subparagraph (C); and
- (ii) from the remainder, use not less than 70 percent to fund direct services (provided by the State) in accordance with paragraph (2)(A).

(4) Payment rates. -

(A) In General.- The State plan shall certify that payment rates for the provision of child care services for which assistance is provided in accordance with this subchapter are sufficient to ensure equal access for eligible children to child care services that are comparable to child care services in the State or substate area involved that are provided to children whose parents are not eligible to receive assistance under this subchapter or for child care assistance under any other Federal or State programs, and shall provide a summary of the facts relied on by the State to determine that such rates are sufficient to ensure such access.

(B) Survey.—The State plan shall—

- (i) demonstrate that the State has, after consulting with the State Advisory Council on Early Childhood Education and Care designated or established in section 642B(b)(1)(A)(i) of the Head Start Act (42 U.S.C. 9837b(b)(1)(A)(i)), local child care program administrators, local child care resource and referral agencies, and other appropriate entities, developed and conducted (not earlier than 2 years before the date of the submission of the application containing the State plan) a statistically valid and reliable survey of the market rates for child care services in the State (that reflects variations in the cost of child care services by geographic area, type of provider, and age of child) or an alternative methodology, such as a cost estimation model, that has been developed by the State lead agency;
- (ii) demonstrate that the State prepared a detailed report containing the results of the State market rates survey or alternative methodology conducted pursuant to clause (i), and made the results of the survey or alternative methodology widely available (not later than 30 days after

the completion of such survey or alternative methodology) through periodic means, including posting the results on the Internet;
 (iii) describe how the State will set payment rates for child care services, for which assistance is provided in accordance with this subchapter—

- (I) in accordance with the results of the market rates survey or alternative methodology conducted pursuant to clause (i);
- (II) taking into consideration the cost of providing higher quality child care services than were provided under this subchapter before the date of enactment of the Child Care and Development Block Grant Act of 2014; and
- (III) without, to the extent practicable, reducing the number of families in the State receiving such assistance to carry out this subchapter, relative to the number of such families on the date of enactment of that Act; and

(iv) describe how the State will provide for timely payment for child care services provided under this subchapter.

(C) Construction.—

(i) No Private Right of Action.— Nothing in this paragraph shall be construed to create a private right of action if the State acted in accordance with this paragraph.

(ii) No Prohibition of Certain Different Rates.— Nothing in this subchapter shall be construed to prevent a State from differentiating the payment rates described in subparagraph (B)(iii) on the basis of such factors as—

- (I) geographic location of child care providers (such as location in an urban or rural area);
- (II) the age or particular needs of children (such as the needs of children with disabilities and children served by child protective services);
- (III) whether the providers provide child care services during weekend and other nontraditional hours; or
- IV) the State's determination that such differentiated payment rates may enable a parent to choose high- quality child care that best fits the parent's needs.

(5) Sliding fee scale-The State plan shall provide that the State will establish and periodically revise, by rule, a sliding fee scale that provides for cost sharing (that is not a barrier to families receiving assistance under this subchapter) by the families that receive child care services for which assistance is provided under this subchapter.

(d) Approval of Application-The Secretary shall approve an application that satisfies the requirements of this section.

SEC. 658F. LIMITATIONS ON STATE ALLOTMENTS.

- (a) No Entitlement to Contract or Grant-Nothing in this subchapter shall be construed-
- (1) to entitle any child care provider or recipient of a child care certificate to any contract, grant, or benefit; or
 - (2) to limit the right of any State to impose additional limitations or conditions on contracts or grants funded under this subchapter.
- (b) Construction of Facilities -
- (1) In General-Except as provided in section 658O(c)(6), no funds made available under this subchapter shall be expended for the purchase or improvement of land, or for the purchase, construction, or permanent improvement (other than minor remodeling) of any building or facility.
 - (2) Sectarian agency or organization-In the case of a sectarian agency or organization, no funds made available under this subchapter may be used for the purposes described in paragraph (1) except to the extent that renovation or repair is necessary to bring the facility of such agency or organization into compliance with health and safety requirements referred to in section 658E(c)(2)(I).

SEC. 658G. ACTIVITIES TO IMPROVE THE QUALITY OF CHILD CARE.

- (a) Reservation.—
- (1) Reservation for Activities Relating to the Quality of Child Care Services.—A State that receives funds to carry out this subchapter for a fiscal year referred to in paragraph (2) shall reserve and use a portion of such funds, in accordance with paragraph (2), for activities provided directly, or through grants or contracts with local child care resource and referral organizations or other appropriate entities, that are designed to improve the quality of child care services and increase parental options for, and access to, high-quality child care, and is in alignment with a Statewide assessment of the State’s needs to carry out such services and care, provided in accordance with this subchapter.
 - (2) Amount of Reservations.—Such State shall reserve and use—
 - (A) to carry out the activities described in paragraph (1), not less than—
 - (i) 7 percent of the funds described in paragraph (1), for the first and second full fiscal years after the date of enactment of the Child Care and Development Block Grant Act of 2014;
 - (ii) 8 percent of such funds for the third and fourth full fiscal years after the date of enactment; and
 - (iii) 9 percent of such funds for the fifth and each succeeding full fiscal year after the date of enactment; and
 - (B) in addition to the funds reserved under subparagraph (A), 3 percent of the funds described in paragraph (1) received not later than the second full fiscal year after the date of enactment and received for each succeeding full fiscal year, to carry out the activities described in paragraph (1) and subsection (b)(4), as such activities relate to the quality of care for infants and toddlers.

(3) State Reservation Amount.—Nothing in this subsection shall preclude the State from reserving a larger percentage of funds to carry out the activities described in paragraph (1) and subsection (b).

(b) Activities.—Funds reserved under subsection (a) shall be used to carry out no fewer than one of the following activities that will improve the quality of child care services provided in the State:

(1) Supporting the training and professional development of the child care workforce through activities such as those included under section 658E(c)(2)(G), in addition to—

(A) offering training and professional development opportunities for child care providers that relate to the use of scientifically-based, developmentally-appropriate and age-appropriate strategies to promote the social, emotional, physical, and cognitive development of children, including those related to nutrition and physical activity, and offering specialized training for child care providers caring for those populations prioritized in section 658E(c)(2)(Q), and children with disabilities;

(B) incorporating the effective use of data to guide program improvement;

(C) including effective behavior management strategies and training, including positive behavior interventions and support models, that promote positive social and emotional development and reduce challenging behaviors, including reducing expulsions of preschool-aged children for such behaviors;

(E) providing training and outreach on engaging parents and families in culturally and linguistically appropriate ways to expand their knowledge, skills, and capacity to become meaningful partners in supporting their children’s positive development;

(F) providing training corresponding to the nutritional and physical activity needs of children to promote healthy development;

(G) providing training or professional development for child care providers regarding the early neurological development of children; and

(H) connecting child care staff members of child care providers with available Federal and State financial aid, or other resources, that would assist child care staff members in pursuing relevant postsecondary training.

(2) Improving upon the development or implementation of the early learning and developmental guidelines described in section 658E(c)(2)(T) by providing technical assistance to eligible child care providers that enhances the cognitive, physical, social and emotional development, including early childhood development, of participating preschool and school-aged children and supports their overall well-being.

(3) Developing, implementing, or enhancing a tiered quality rating system for child care providers and services, which may—

(A) support and assess the quality of child care providers in the State;

(B) build on State licensing standards and other State regulatory standards for such providers;

(C) be designed to improve the quality of different types of child care providers and services;

- (D) describe the safety of child care facilities;
 - (E) build the capacity of State early childhood programs and communities to promote parents' and families' understanding of the State's early childhood system and the ratings of the programs in which the child is enrolled;
 - (F) provide, to the maximum extent practicable, financial incentives and other supports designed to expand the full diversity of child care options and help child care providers improve the quality of services; and
 - (G) accommodate a variety of distinctive approaches to early childhood education and care, including but not limited to, those practiced in faith-based settings, community-based settings, child-centered settings, or similar settings that offer a distinctive approach to early childhood development.
- (4) Improving the supply and quality of child care programs and services for infants and toddlers through activities, which may include—
- (A) establishing or expanding high-quality community or neighborhood-based family and child development centers, which may serve as resources to child care providers in order to improve the quality of early childhood services provided to infants and toddlers from low-income families and to help eligible child care providers improve their capacity to offer high-quality, age-appropriate care to infants and toddlers from low-income families;
 - (B) establishing or expanding the operation of community or neighborhood-based family child care networks;
 - (C) promoting and expanding child care providers' ability to provide developmentally appropriate services for infants and toddlers through training and professional development; coaching and technical assistance on this age group's unique needs from statewide networks of qualified infant-toddler specialists; and improved coordination with early intervention specialists who provide services for infants and toddlers with disabilities under part C of the Individuals with Disabilities Education Act (20 U.S.C. 1431 et seq.);
 - (D) if applicable, developing infant and toddler components within the State's quality rating system described in paragraph (3) for child care providers for infants and toddlers, or the development of infant and toddler components in a State's child care licensing regulations or early learning and development guidelines;
 - (E) improving the ability of parents to access transparent and easy to understand consumer information about high-quality infant and toddler care; and
 - (F) carrying out other activities determined by the State to improve the quality of infant and toddler care provided in the State, and for which there is evidence that the activities will lead to improved infant and toddler health and safety, infant and toddler cognitive and physical development, or infant and toddler well-being, including providing health and safety training (including training in safe sleep practices, first aid, and cardiopulmonary resuscitation) for providers and caregivers.
- (5) Establishing or expanding a statewide system of child care resource and referral services.

- (6) Facilitating compliance with State requirements for inspection, monitoring, training, and health and safety, and with State licensing standards.
- (7) Evaluating and assessing the quality and effectiveness of child care programs and services offered in the State, including evaluating how such programs positively impact children.
- (8) Supporting child care providers in the voluntary pursuit of accreditation by a national accrediting body with demonstrated, valid, and reliable program standards of high quality.
- (9) Supporting State or local efforts to develop or adopt high-quality program standards relating to health, mental health, nutrition, physical activity, and physical development.
- (10) Carrying out other activities determined by the State to improve the quality of child care services provided in the State, and for which measurement of outcomes relating to improved provider preparedness, child safety, child well-being, or entry to kindergarten is possible.

(c) Certification.—Beginning with fiscal year 2016, at the beginning of each fiscal year, the State shall annually submit to the Secretary a certification containing an assurance that the State was in compliance with subsection (a) during the preceding fiscal year and a description of how the State used funds received under this subchapter to comply with subsection (a) during that preceding fiscal year.

(d) Reporting Requirements.—Each State receiving funds under this subchapter shall prepare and submit an annual report to the Secretary, which shall include information about—

- (1) the amount of funds that are reserved under subsection (a);
- (2) the activities carried out under this section; and
- (3) the measures that the State will use to evaluate the State’s progress in improving the quality of child care programs and services in the State.

(e) Technical Assistance.—The Secretary shall offer technical assistance, in accordance with section 658I(a)(3), which may include technical assistance through the use of grants or cooperative agreements, to States for the activities described in subsection (b) at the request of the State.

(f) Constriction.—Nothing in this section shall be construed as providing the Secretary the authority to regulate, direct, dictate, or place conditions (outside of what is required by this subchapter) on a State adopting specific State child care quality activities or progress in implementing those activities.

SEC. 658H. CRIMINAL BACKGROUND CHECKS.

(a) In General.—A State that receives funds to carry out this subchapter shall have in effect—

- (1) requirements, policies, and procedures to require and conduct criminal background checks for child care staff members (including prospective child care staff members) of child care providers described in subsection (c)(1); and
- (2) licensing, regulation, and registration requirements, as applicable, that prohibit the employment of child care staff members as described in subsection (c).

(b) Requirements.—A criminal background check for a child care staff member under subsection (a) shall include—

- (1) a search of the State criminal and sex offender registry or repository in the State where the child care staff member resides, and each State where such staff member resided during the preceding 5 years;
- (2) a search of State-based child abuse and neglect registries and databases in the State where the child care staff member resides, and each State where such staff member resided during the preceding 5 years;
- (3) a search of the National Crime Information Center;
- (4) a Federal Bureau of Investigation fingerprint check using the Integrated Automated Fingerprint Identification System; and
- (5) a search of the National Sex Offender Registry established under the Adam Walsh Child Protection and Safety Act of 2006 (42 U.S.C. 16901 et seq.).

(c) Prohibitions.—

(1) Child Care Staff Members.—A child care staff member shall be ineligible for employment by a child care provider that is receiving assistance under this subchapter if such individual—

- (A) refuses to consent to the criminal background check described in subsection (b);
- (B) knowingly makes a materially false statement in connection with such criminal background check;
- (C) is registered, or is required to be registered, on a State sex offender registry or repository or the National Sex Offender Registry established under the Adam Walsh Child Protection and Safety Act of 2006 (42 U.S.C. 16901 et seq.); or
- (D) has been convicted of a felony consisting of—
 - (i) murder, as described in section 1111 of title 18, United States Code;
 - (ii) child abuse or neglect;
 - (iii) a crime against children, including child pornography;
 - (iv) spousal abuse;
 - (v) a crime involving rape or sexual assault;
 - (vi) kidnapping;
 - (vii) arson;
 - (viii) physical assault or battery; or
 - (ix) subject to subsection (e)(4), a drug-related offense committed during the preceding 5 years; or

(E) has been convicted of a violent misdemeanor committed as an adult against a child, including the following crimes: child abuse, child endangerment, sexual assault, or of a misdemeanor involving child pornography.

(2) Child Care Providers.—A child care provider described in subsection (i)(1) shall be ineligible for assistance provided in accordance with this subchapter if the provider employs a staff member who is ineligible for employment under paragraph (1).

(d) Submissions of Requests for Background Checks.—

(1) In General.—A child care provider covered by subsection (c) shall submit a request, to the appropriate State agency designated by a State, for a criminal background check described in subsection (b), for each child care staff member (including prospective child care staff members) of the provider.

(2) Staff Members.—Subject to paragraph (4), in the case of an individual who became a child care staff member before the date of enactment of the Child Care and Development Block Grant Act of 2014, the provider shall submit such a request—

(A) prior to the last day described in subsection (j)(1); and

(B) not less often than once during each 5-year period following the first submission date under this paragraph for that staff member.

(3) Prospective Staff Members.—Subject to paragraph (4), in the case of an individual who is a prospective child care staff member on or after that date of enactment, the provider shall submit such a request—

(A) prior to the date the individual becomes a child care staff member of the provider; and

(B) not less than once during each 5-year period following the first submission date under this paragraph for that staff member.

(4) Background Check for Another Child Care Provider.—A child care provider shall not be required to submit a request under paragraph (2) or (3) for a child care staff member if—

(A) the staff member received a background check described in subsection (b)—

(i) within 5 years before the latest date on which such a submission may be made; and

(ii) while employed by or seeking employment by another child care provider within the State;

(B) the State provided to the first provider a qualifying background check result, consistent with this subchapter, for the staff member; and

(C) the staff member is employed by a child care provider within the State, or has been separated from employment from a child care provider within the State for a period of not more than 180 consecutive days.

(e) Background Check Results and Appeals.—

(1) Background Check Results.—The State shall carry out the request of a child care provider for a criminal background check as expeditiously as possible, but not to

exceed 45 days after the date on which such request was submitted, and shall provide the results of the criminal background check to such provider and to the current or prospective staff member.

(2) Privacy.—

(A) In General.—The State shall provide the results of the criminal background check to the provider in a statement that indicates whether a child care staff member (including a prospective child care staff member) is eligible or ineligible for employment described in subsection (c), without revealing any disqualifying crime or other related information regarding the individual.

(B) Ineligible Staff Member.—If the child care staff member is ineligible for such employment due to the background check, the State will, when providing the results of the background check, include information related to each disqualifying crime, in a report to the staff member or prospective staff member.

(C) Public Release of Results.—No State shall publicly release or share the results of individual background checks, except States may release aggregated data by crime as listed under subsection (c)(1)(D) from background check results, as long as such data is not personally identifiable information.

(3) Appeals.—

(A) In General.—The State shall provide for a process by which a child care staff member (including a prospective child care staff member) may appeal the results of a criminal background check conducted under this section to challenge the accuracy or completeness of the information contained in such member's criminal background report.

(B) Appeals Process.—The State shall ensure that—

(i) each child care staff member shall be given notice of the opportunity to appeal;

(ii) a child care staff member will receive instructions about how to complete the appeals process if the child care staff member wishes to challenge the accuracy or completeness of the information contained in such member's criminal background report; and

(iii) the appeals process is completed in a timely manner for each child care staff member.

(4) Review.—The State may allow for a review process through which the State may determine that a child care staff member (including a prospective child care staff member) disqualified for a crime specified in subsection (c)(1)(D)(ix) is eligible for employment described in subsection (c)(1), notwithstanding subsection (c). The review process shall be consistent with title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e et seq.).

(5) No Private Right of Action.—Nothing in this section shall be construed to create a private right of action if a provider has acted in accordance with this section.

(f) Fees for Background Checks.—Fees that a State may charge for the costs of processing applications and administering a criminal background check as required by this section shall not exceed the actual costs to the State for the processing and administration.

(g) Transparency.—The State must ensure that the policies and procedures under section 658H are published on the Web site (or otherwise publicly available venue in the absence of a Web site) of the State and the Web sites of local lead agencies.

(h) Construction.—

(1) Disqualification for Other Crimes.— Nothing in this section shall be construed to prevent a State from disqualifying individuals as child care staff members based on their conviction for crimes not specifically listed in this section that bear upon the fitness of an individual to provide care for and have responsibility for the safety and well-being of children.

(2) Rights and Remedies.—Nothing in this section shall be construed to alter or otherwise affect the rights and remedies provided for child care staff members residing in a State that disqualifies individuals as child care staff members for crimes not specifically provided for under this section.

(i) Definitions.—In this section—

(1) the term ‘child care provider’ means a center-based child care provider, a family child care provider, or another provider of child care services for compensation and on a regular basis that—

(A) is not an individual who is related to all children for whom child care services are provided; and

(B) is licensed, regulated, or registered under State law or receives assistance provided under this subchapter; and

(2) the term ‘child care staff member’ means an individual (other than an individual who is related to all children for whom child care services are provided)—

(A) who is employed by a child care provider for compensation; or

(B) whose activities involve the care or supervision of children for a child care provider or unsupervised access to children who are cared for or supervised by a child care provider.

(j) Effective Date.—

(1) In General.—A State that receives funds under this subchapter shall meet the requirements of this section for the provision of criminal background checks for child care staff members described in subsection (d)(1) not later than the last day of the second full fiscal year after the date of enactment of the Child Care and Development Block Grant Act of 2014.

(2) Extension.—The Secretary may grant a State an extension of time, of not more than 1 fiscal year, to meet the requirements of this section if the State demonstrates a good faith effort to comply with the requirements of this section.

(3) Penalty for Noncompliance.—Except as provided in paragraphs (1) and (2), for any fiscal year that a State fails to comply substantially with the requirements of this section, the Secretary shall withhold 5 percent of the funds that would otherwise be allocated to that State in accordance with this subchapter for the following fiscal year.

SEC. 658I. ADMINISTRATION AND ENFORCEMENT.**(a) Administration-The Secretary shall-**

- (1) coordinate all activities of the Department of Health and Human Services relating to child care, and, to the maximum extent practicable, coordinate such activities with similar activities of other Federal entities;
- (2) collect, publish, and make available to the public a listing of State child care standards at least once every 3 years;
- (3) provide technical assistance, such as business technical assistance, as described in section 658E(c)(2)(V), to States (which may include providing assistance on a reimbursable basis) which shall be provided by qualified experts on practices grounded in scientifically valid research, where appropriate, to carry out this subchapter;
- (4) disseminate, for voluntary informational purposes, information on practices that scientifically valid research indicates are most successful in improving the quality of programs that receive assistance with this subchapter; and
- (5) after consultation with the heads of any other Federal agencies involved, issue guidance and disseminate information on best practices regarding the use of funding combined by States as described in section 658E(c)(2)(O)(ii), consistent with laws other than this subchapter.

(b) Enforcement-

- (1) Review of compliance with state plan -The Secretary shall review and monitor State compliance with this subchapter and the plan approved under section 658E(c) for the State.
- (2) Noncompliance-
 - (A) In general-If the Secretary, after reasonable notice to a State and opportunity for a hearing, finds that-
 - (i) there has been a failure by the State to comply substantially with any provision or requirement set forth in the plan approved under section 658E(c) for the State; or
 - (ii) in the operation of any program for which assistance is provided under this subchapter there is a failure by the State to comply substantially with any provision of this subchapter;

the Secretary shall notify the State of the finding and shall require that the State reimburse the Secretary for any funds that were improperly expended for purposes prohibited or not authorized by this subchapter, that the Secretary deduct from the administrative portion of the State allotment for the following fiscal year an amount that is less than or equal to any improperly expended funds, or a combination of such options.
 - (B) Additional sanctions-In the case of a finding of noncompliance made pursuant to subparagraph (A), the Secretary may, in addition to imposing the sanctions described in such subparagraph, impose other appropriate sanctions,

including recoupment of money improperly expended for purposes prohibited or not authorized by this subchapter, and disqualification from the receipt of financial assistance under this subchapter.

(C) Notice - The notice required under subparagraph (A) shall include a specific identification of any additional sanction being imposed under subparagraph (B).

- (3) Issuance of rules-The Secretary shall establish by rule procedures for-
- (A) receiving, processing, and determining the validity of complaints concerning any failure of a State to comply with the State plan or any requirement of this subchapter; and
 - (B) imposing sanctions under this section.

(c) Request for Relief.—

(1) In General.—The Secretary may waive for a period of not more than three years any provision under this subchapter or sanctions imposed upon a State in accordance with subsection (b)(2) upon the State’s request for such a waiver if the Secretary finds that—

- (A) the request describes one or more conflicting or duplicative requirements preventing the effective delivery of child care services to justify a waiver, extraordinary circumstances, such as natural disaster or financial crisis, or an extended period of time for a State legislature to enact legislation to implement the provisions of this subchapter;
- (B) such circumstances included in the request prevent the State from complying with any statutory or regulatory requirements of this subchapter;
- (C) the waiver will, by itself, contribute to or enhance the State’s ability to carry out the purposes of this subchapter; and,
- (D) the waiver will not contribute to in- consistency with the objectives of this law.

(2) Contents.—Such request shall be provided to the Secretary in writing and will—

- (A) detail each sanction or provision within this subchapter that the State seeks relief from;
- (B) describe how a waiver from that sanction or provision of this subchapter will, by itself, improve delivery of child care services for children in the State; and
- (C) certify that the health, safety, and well-being of children served through assistance received under this subchapter will not be compromised as a result of the waiver.

(3) Approval.—Within 90 days after the receipt of a State’s request under this subsection, the Secretary shall inform the State of approval or disapproval of the request. If the plan is disapproved, the Secretary shall, at this time, inform the State, the Committee on Education and the Workforce of the House of Representatives, and the Committee on Health, Education, Labor, and Pensions of the Senate of the reasons for the disapproval and give the State the opportunity to amend the request. In the case of approval, the Secretary shall, within 30 days of granting such waiver, notify and submit a report to the Committee on Education and the Workforce of the

House of Representatives and the Committee on Health, Education, Labor, and Pensions of the Senate on the circumstances of the waiver including each specific sanction or provision waived, the reason as given by the State of the need for a waiver, and the expected impact of the waiver on children served under this program.

(4) External Conditions.—The Secretary shall not require or impose any new or additional requirements in exchange for receipt of a waiver if such requirements are not specified in this subchapter.

(5) Duration.—The Secretary may approve a request under this subsection for a period not to exceed three years, unless a renewal is granted under paragraph (7).

(6) Termination.—The Secretary shall terminate approval of a request for a waiver authorized under this subsection if the Secretary determines, after notice and opportunity for a hearing, that the performance of a State granted relief under this subsection has been inadequate, or if such relief is no longer necessary to achieve its original purposes.

(7) Renewal.—The Secretary may approve or disapprove a request from a State for renewal of an existing waiver under this subchapter for a period no longer than one year. A State seeking to renew their waiver approval must inform the Secretary of this intent no later than 30 days prior to the expiration date of the waiver. The State shall re-certify in its extension request the provisions in paragraph (2) of this subchapter, and shall also explain the need for additional time of relief from such sanction(s) or provisions approved under this law as provided in this subchapter.

(8) Restrictions.—Nothing in this subchapter shall be construed as providing the Secretary the authority to permit States to alter the eligibility requirements for eligible children, including work requirements, job training, or educational program participation, that apply to the parents of eligible children under this subchapter. Nothing in this subsection shall be construed to allow the Secretary to waive anything related to his or her authority under this subchapter.

SEC. 658J. PAYMENTS.

(a) In General-Subject to the availability of appropriations, a State that has an application approved by the Secretary under section 658E(d) shall be entitled to a payment under this section for each fiscal year in an amount equal to its allotment under section 658O for such fiscal year.

(b) Method of Payment.

(1) In general-Subject to paragraph (2), the Secretary may make payments to a State in installments, and in advance or by way of reimbursement, with necessary adjustments on account of overpayments or underpayments, as the Secretary may determine.

(2) Limitation -The Secretary may not make such payments in a manner that prevents the State from complying with the requirement specified in section 658E(c)(3).

(c) Spending of Funds by State -Payments to a State from the allotment under section 658O for any fiscal year may be obligated by the State in that fiscal year or in the succeeding fiscal year.

SEC. 658K. REPORTS.

(a) Reports-

(1) Collection of Information by States

(A) In General-A State that receives funds to carry out this subchapter shall collect the information described in subparagraph (B) on a monthly basis.

(B) Required Information-The information required under this subparagraph shall include, with respect to a family unit receiving assistance under this subchapter information concerning-

- (i) family income;
- (ii) county of residence;
- (iii) the gender, race and age of children receiving such assistance;
- (iv) whether the head of the family unit is a single parent;
- (v) the sources of family income, including—
 - (I) employment, including self-employment;
 - (II) cash or other assistance under-
 - (aa) the temporary assistance for needy families program under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.); and
 - (bb) a State program for which State spending is counted toward the maintenance of effort requirement under section 409(a)(7) of the Social Security Act (42 U.S.C. 609(a)(7));
 - (III) housing assistance;
 - (IV) assistance under the Food Stamp Act of 1977; and
 - (V) other assistance programs;
- (vi) the number of months the family has received benefits;
- (vii) the type of child care in which the child was enrolled (such as family child care, home care, or center-based child care);
- (viii) whether the child care provider involved was a relative;
- (ix) the cost of child care for such families;
- (x) the average hours per month of such care; during the period for which such information is required to be submitted; and
- (xi) whether the children receiving assistance under this subchapter are homeless children;

(C) Submission to the Secretary-A State described in subparagraph (A) shall, on a quarterly basis, submit the information required to be collected under subparagraph (B) to the Secretary.

(D) Use of Samples -

(i) Authority -A State may comply with the requirement to collect the information described in subparagraph (B) through the use of disaggregate case record information on a sample of families selected through the use of scientifically acceptable sampling methods approved by the Secretary.

(ii) Sampling and Other Methods -The Secretary shall provide the States with such case sampling plans and data collection procedures as the Secretary deems necessary to produce statistically valid samples of the information described in subparagraph (B). The Secretary may develop and implement procedures for verifying the quality of the data submitted by the States.

(E) Prohibition.—Reports submitted to the Secretary under subparagraph (C) shall not contain personally identifiable information.

(2) Annual Reports-Not later than 1 year after the date of the enactment of the Child Care and Development Block Grant Act of 2014, and annually thereafter, a State described in paragraph (1)(A) shall prepare and submit to the Secretary a report that includes aggregate data concerning-

(A) the number of child care providers that received funding under this subchapter as separately identified based on the types of providers listed in section 658P(6);

(B) the monthly cost of child care services, and the portion of such cost that is paid for with assistance provided under this subchapter, listed by the type of child care services provided;

(C) the number of payments made by the State through vouchers, contracts, cash, and disregards under public benefit programs, listed by the type of child care services provided;

(D) the manner in which consumer education information was provided to parents and the number of parents to whom such information was provided; and

(E) the total number (without duplication) of children and families served under this subchapter; during the period for which such report is required to be submitted; and

(F) the number of child fatalities occurring among children while in the care and facility of child care providers receiving assistance under this subchapter, listed by type of child care provider and indicating whether the providers (excluding child care providers described in section 658P(6)(B)) are licensed or license-exempt.

(b) Audits -

(1) Requirement-A State shall, after the close of each program period covered by an application approved under section 658E(d) audit its expenditures during such program period from amounts received under this subchapter.

(2) Independent Auditor -Audits under this subsection shall be conducted by an entity that is independent of the State that receives assistance under this subchapter and be in accordance with generally accepted auditing principles.

(3) Submission-Not later than 30 days after the completion of an audit under this subsection, the State shall submit a copy of the audit to the legislature of the State and to the Secretary.

(4) Repayment of amounts-Each State shall repay to the United States any amounts determined through an audit under this subsection not to have been expended in accordance with this subchapter, or the Secretary may offset such amounts against any other amount to which the State is or may be entitled under this subchapter.

SEC. 658L. REPORTS, HOTLINE, AND WEB SITE.

(a) Report by Secretary.—Not later than July 31, 2016 and biennially thereafter, the Secretary shall prepare and to the Committee on Education and the Workforce of the House of Representatives and the Committee on Health, Education, Labor, and Pensions of the Senate a report that contains a summary and analysis of the data and information provided to the Secretary in the State reports submitted under section 658K. Such report shall include an assessment, and where appropriate, recommendations for the Congress concerning efforts that should be undertaken to improve the access of the public to quality and affordable child care in the United States. Such report shall contain a determination around whether each State that uses amounts provided under this subchapter has complied with the priority for services described in sections 658E(c)(2)(Q) and 658E(c)(3)(B).

(b) National Toll-Free Hotline and Web Site.—

(1) In General.—The Secretary shall operate, directly or through the use of grants or contracts, a national toll-free hotline and Web site, to—

(A) develop and disseminate publicly available child care consumer education information for parents and help parents access safe and quality child care services in their community, with a range of price options, that best suits their family’s needs; and

(B) to allow persons to report (anonymously if desired) suspected child abuse or neglect, or violations of health and safety requirements, by an eligible child care provider that receives assistance under this subchapter or a member of the provider’s staff.

(2) Requirements.—The Secretary shall ensure that the hotline and Web site meet the following requirements:

(A) Referral to Local Child Care Providers.—The Web site shall be hosted by ‘childcare.gov’. The Web site shall enable a child care consumer to enter a zip code and obtain a referral to local child care providers described in subparagraph (B) within a specified search radius.

(B) Information.—The Web site shall provide to consumers, directly or through linkages to State databases, at a minimum—

(i) a localized list of all eligible child care providers, differentiating between licensed and license-exempt providers;

(ii) any provider-specific information from a Quality Rating and Improvement System or information about other quality indicators, to the extent the information is publicly available and to the extent practicable;

(iii) any other provider-specific information about compliance with licensing, and health and safety requirements to the extent the information is publicly available and to the extent practicable;

(iv) referrals to local resource and referral organizations from which consumers can find more information about child care providers; and

(v) State information about child care subsidy programs and other financial supports available to families.

(C) Nationwide Capacity.—The Web site and hotline shall have the capacity to help families in every State and community in the Nation.

(D) Information at All Hours.—The Web site shall provide, to parents and families, access to information about child care services 24 hours a day.

(E) Services in Different Languages.—The Web site and hotline shall ensure the widest possible access to services for families who speak languages other than English.

(F) High-Quality Consumer Education and Referral.—The Web site and hotline shall ensure that families have access to easy-to-understand child care consumer education and referral services.

(3) Prohibition.—Nothing in this subsection shall be construed to allow the Secretary to compel States to provide additional data and information that is currently (as of the date of enactment of the Child Care and Development Block Grant Act of 2014) not publicly available, or is not required by this subchapter, unless such additional data are related to the purposes and scope of this subchapter, and are subject to a notice and comment period of no less than 90 days.

SEC. 658M. LIMITATIONS ON USE OF FINANCIAL ASSISTANCE FOR CERTAIN PURPOSES.

(a) Sectarian Purposes and Activities—No financial assistance provided under this subchapter, pursuant to the choice of a parent under section 658E(c)(2)(A)(i)(I) or through any other grant or contract under the State plan, shall be expended for any sectarian purpose or activity, including sectarian worship or instruction.

(b) Tuition -With regard to services provided to students enrolled in grades 1 through 12, no financial assistance provided under this subchapter shall be expended for-

(1) any services provided to such students during the regular school day;

(2) any services for which such students receive academic credit toward graduation;
or

(3) any instructional services which supplant or duplicate the academic program of any public or private school.

SEC. 658N. NONDISCRIMINATION.**(a) Religious Nondiscrimination -****(1) Construction -**

(A) In general -Except as provided in subparagraph (B), nothing in this section shall be construed to modify or affect the provisions of any other Federal law or regulation that relates to discrimination in employment on the basis of religion.

(B) Exception -A sectarian organization may require that employees adhere to the religious tenets and teachings of such organization, and such organization may require that employees adhere to rules forbidding the use of drugs or alcohol.

(2) Discrimination against child -

(A) In general -A child care provider (other than a family child care provider) that receives assistance under this subchapter shall not discriminate against any child on the basis of religion in providing child care services.

(B) Non-funded child care slots -Nothing in this section shall prohibit a child care provider from selecting children for child care slots that are not funded directly with assistance provided under this subchapter because such children or their family members participate on a regular basis in other activities of the organization that owns or operates such provider.

(3) Employment in general -

(A) Prohibition-A child care provider that receives assistance under this subchapter shall not discriminate in employment on the basis of the religion of the prospective employee if such employee's primary responsibility is or will be working directly with children in the provision of child care services.

(B) Qualified applicants-If two or more prospective employees are qualified for any position with a child care provider receiving assistance under this subchapter, nothing in this section shall prohibit such child care provider from employing a prospective employee who is already participating on a regular basis in other activities of the organization that owns or operates such provider.

(C) Present employees-This paragraph shall not apply to employees of child care providers receiving assistance under this subchapter if such employees are employed with the provider on the date of enactment of this subchapter.

(4) Employment and admission practices-Notwithstanding paragraphs (1)(B), (2), and (3), if assistance provided under this subchapter, and any other Federal or State program, amounts to 80 percent or more of the operating budget of a child care provider that receives such assistance, the Secretary shall not permit such provider to receive any further assistance under this subchapter unless the grant or contract relating to the financial assistance, or the employment and admissions policies of the provider, specifically provides that no person with responsibilities in the operation of the child care program, project, or activity of the provider will discriminate against any individual in employment, if such employee's primary responsibility is or will be

working directly with children in the provision of child care, or admissions because of the religion of such individual.

(b) Effect on State Law—Nothing in this subchapter shall be construed to supersede or modify any provision of a State constitution or State law that prohibits the expenditure of public funds in or by sectarian institutions, except that no provision of a State constitution or State law shall be construed to prohibit the expenditure in or by sectarian institutions of any Federal funds provided under this subchapter.

SEC. 6580. AMOUNTS RESERVED; ALLOTMENTS.

(a) Amounts Reserved-

(1) Territories and possessions—The Secretary shall reserve not to exceed one half of 1 percent of the amount appropriated under this subchapter in each fiscal year for payments to Guam, American Samoa, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands to be allotted in accordance with their respective needs.

(2) Indians tribes-

(A) In General.—The Secretary shall reserve not less than 2 percent, of the amount appropriated under section 658B in each fiscal year for payments to Indian tribes and tribal organizations with applications approved under subsection (c).

(B) Limitations.—Notwithstanding subparagraph (A), the Secretary shall only reserve an amount that is greater than 2 percent of the amount appropriated under section 658B, for payments described in subparagraph (A), for a fiscal year (referred to in this subparagraph as the ‘reservation year’) if—

(i) the amount appropriated under section 658B for the reservation year is greater than the amount appropriated under section 658B for fiscal year 2014; and

(ii) the Secretary ensures that the amount allotted to States under subsection (b) for the reservation year is not less than the amount allotted to States under subsection (b) for fiscal year 2014.

(3) National Toll-Free Hotline and Web Site.—The Secretary shall reserve up to \$1,500,000 of the amount appropriated under this subchapter for each fiscal year for the operation of a national toll-free hotline and Web site, under section 658L(b).

(4) Technical Assistance.—The Secretary shall reserve up to 1/2 of 1 percent of the amount appropriated under this subchapter for each fiscal year to support technical assistance and dissemination activities under paragraphs (3) and (4) of section 658I(a).

(5) Research, Demonstration, and Evaluation.—The Secretary may reserve 1/2 of 1 percent of the amount appropriated under this subchapter for each fiscal year to conduct research and demonstration activities, as well as periodic external, independent evaluations of the impact of the program described by this subchapter on increasing access to child care services and improving the safety and quality of child care services, using scientifically valid research methodologies, and to disseminate the key findings of those evaluations widely and on a timely basis.

(b) State Allotment -

(1) General rule-From the amounts appropriated under section 658B for each fiscal year remaining after reservations under subsection (a), the Secretary shall allot to each State an amount equal to the sum of-

- (A) an amount that bears the same ratio to 50 percent of such remainder as the product of the young child factor of the State and the allotment percentage of the State bears to the sum of the corresponding products for all States; and
- (B) an amount that bears the same ratio to 50 percent of such remainder as the product of the school lunch factor of the State and the allotment percentage of the State bears to the sum of the corresponding products for all States.

(2) Young child factor-The term `young child factor' means the ratio of the number of children in the State under 5 years of age to the number of such children in all States as provided by the most recent annual estimates of population in the States by the Census Bureau of the Department of Commerce.

(3) School lunch factor-The term `school lunch factor' means the ratio of the number of children in the State who are receiving free or reduced price lunches under the school lunch program established under the National School Lunch Act (42 U.S.C. 1751 et seq.) to the number of such children in all the States as determined annually by the Department of Agriculture.

(4) Allotment percentage -

(A) In general-The allotment percentage for a State is determined by dividing the per capita income of all individuals in the United States, by the per capita income of all individuals in the State.

(B) Limitations-If an allotment percentage determined under subparagraph (A)-

- (i) exceeds 1.2 percent, then the allotment percentage of that State shall be considered to be 1.2 percent; and
- (ii) is less than 0.8 percent, then the allotment percentage of the State shall be considered to be 0.8 percent.

(C) Per capita income-For purposes of subparagraph (A), per capita income shall be-

- (i) determined at 2-year intervals;
- (ii) applied for the 2-year period beginning on October 1 of the first fiscal year beginning on the date such determination is made; and
- (iii) equal to the average of the annual per capita incomes for the most recent period of 3 consecutive years for which satisfactory data are available from the Department of Commerce at the time such determination is made.

(c) Payments for the Benefit of Indian Children -

(1) General authority-From amounts reserved under subsection (a)(2), the Secretary may make grants to or enter into contracts with Indian tribes or tribal organizations that submit applications under this section, for the planning and carrying out of programs or activities consistent with the purposes of this subchapter.

(2) Applications and requirements-An application for a grant or contract under this section shall provide that:

(A) Coordination-The applicant will coordinate, to the maximum extent feasible, with the lead agency in the State or States in which the applicant will carry out programs or activities under this section.

(B) Services on reservations -In the case of an applicant located in a State other than Alaska, California, or Oklahoma, programs and activities under this section will be carried out on the Indian reservation for the benefit of Indian children.

(C) Reports and audits-The applicant will make such reports on, and conduct such audits of, programs and activities under a grant or contract under this section as the Secretary may require.

(D) Licensing and Standards.—In lieu of any licensing and regulatory requirements applicable under State or local law, the Secretary, in consultation with Indian tribes and tribal organizations, shall develop minimum child care standards that shall be applicable to Indian tribes and tribal organizations receiving assistance under this subchapter. Such standards shall appropriately reflect Indian tribe and tribal organization needs and available resources, and shall include standards requiring a publicly available application, health and safety standards, and standards requiring a reservation of funds for activities to improve the quality of child care services provided to Indian children.

(3) Consideration of secretarial approval-In determining whether to approve an application for a grant or contract under this section, the Secretary shall take into consideration-

(A) the availability of child care services provided in accordance with this subchapter by the State or States in which the applicant proposes to carry out a program to provide child care services; and

(B) whether the applicant has the ability (including skills, personnel, resources, community support, and other necessary components) to satisfactorily carry out the proposed program or activity.

(4) Three-year limit-Grants or contracts under this section shall be for periods not to exceed 3 years.

(5) Dual eligibility of Indian children -The awarding of a grant or contract under this section for programs or activities to be conducted in a State or States shall not affect the eligibility of any Indian child to receive services provided or to participate in programs and activities carried out not required to carry out a State plan approved under section 658E(d), in the period for which the allotment is made available, shall be reallocated by the Secretary to other States in proportion to the original allotments to the other States.

(6) Construction or renovation of facilities -

(A) Request for use of funds-An Indian tribe or tribal organization may submit to the Secretary a request to use amounts provided under this subsection for construction or renovation purposes.

(B) Determination-With respect to a request submitted under subparagraph (A), and except as provided in subparagraph (C), upon a determination by the Secretary that adequate facilities are not otherwise available to an Indian tribe or tribal organization to enable such tribe or organization to carry out child care programs in accordance with this subchapter, and that the lack of such facilities will inhibit the operation of such programs in the future, the Secretary may permit the tribe or organization to use assistance provided under this subsection to make payments for the construction or renovation of facilities that will be used to carry out such programs.

(C) Limitation.—

(i) In General.—Except as provided in clause (ii), the Secretary may not permit an Indian tribe or tribal organization to use amounts provided under this subsection for construction or renovation if the use will result in a decrease in the level of child care services provided by the Indian tribe or tribal organization as compared to the level of child care services provided by the Indian tribe or tribal organization in the fiscal year preceding the year for which the determination under subparagraph (B) is being made.

(ii) Waiver.—The Secretary shall waive the limitation described in clause (i) if—

(I) the Secretary determines that the decrease in the level of child care services provided by the Indian tribe or tribal organization is temporary; and

(II) the Indian tribe or tribal organization submits to the Secretary a plan that demonstrates that after the date on which the construction or renovation is completed—

(aa) the level of child care services will increase; or

(bb) the quality of child care services will improve.

(D) Uniform procedures-The Secretary shall develop and implement uniform procedures for the solicitation and consideration of requests under this paragraph.

(d) Data and Information-The Secretary shall obtain from each appropriate Federal agency, the most recent data and information necessary to determine the allotment provided for in subsection (b).

(e) Reallotments -

(1) In General-Any portion of the allotment under subsection (b) to a State that the Secretary determines is not required to carry out a State plan approved under Section 658(d), in the period for which the allotment is made available, shall be reallotted by the secretary to other States in proportion to the original allotments to the other States.

(2) Limitations -

(A) Reduction-The amount of any reallotment to which a State is entitled to under paragraph (1) shall be reduced to the extent that it exceeds the amount

that the Secretary estimates will be used in the State to carry out a State plan approved under section 658E(d).

(B) Reallotments-The amount of such reduction shall be similarly reallotted among States for which no reduction in an allotment or reallotment is required by this subsection.

(3) Amounts reallotted -For purposes of any other section of this subchapter, any amount reallotted to a State under this subsection shall be considered to be part of the allotment made under subsection (b) to the State.

(4) Indian Tribes or Tribal Organizations -Any portion of a grant or contract made to an Indian tribe or tribal organization under subsection (c) that the Secretary determines is not being used in a manner consistent with the provision of this subchapter in the period for which the grant or contract is made available, shall be allotted by the Secretary to other tribes or organizations that have submitted applications under subsection (c) in accordance with their respective needs.

(f) Definition-For the purposes of this section, the term 'State' includes only the 50 States, the District of Columbia, and the Commonwealth of Puerto Rico.

SEC. 658P. DEFINITIONS.

As used in this subchapter:

(1) Caregiver-The term 'caregiver' means an individual who provides a service directly to an eligible child on a person-to-person basis.

(2) Child care certificate-The term 'child care certificate' means a certificate (that may be a check or other disbursement) that is issued by a State or local government under this subchapter directly to a parent who may use such certificate only as payment for child care services or as a deposit for child care services if such a deposit is required of other children being cared for by the provider. Nothing in this subchapter shall preclude the use of such certificates for sectarian child care services if freely chosen by the parent. For purposes of this subchapter, child care certificates shall not be considered to be grants or contracts.

(3) Child with a Disability.—The term 'child with a disability' means—

(A) a child with a disability, as defined in section 602 of the Individuals with Disabilities Education Act (20 U.S.C. 1401);

(B) a child who is eligible for early intervention services under part C of the Individuals with Disabilities Education Act (20 U.S.C. 1431 et seq.);

(C) a child who is less than 13 years of age and who is eligible for services under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); and

(D) a child with a disability, as defined by the State involved.

(4) Eligible Child.—The term 'eligible child' means an individual—

(A) who is less than 13 years of age;

(B) whose family income does not exceed 85 percent of the State median income for a family of the same size, and whose family assets do not exceed \$1,000,000 (as certified by a member of such family); and

- (C) who—
- (i) resides with a parent or parents who are working or attending a job training or educational program; or
 - (ii) is receiving, or needs to receive, protective services and resides with a parent or parents not described in clause (i).
- (5) English Learner.—The term ‘English learner’ means an individual who is an English learner, as defined in section 8101 of the of the Elementary and Secondary Education Act of 1965, or who is limited English proficient, as defined in section 637 of the Head Start Act (42 U.S.C. 9832).
- (6) Eligible child care provider-The term ‘eligible child care provider’ means-
- (A) a center-based child care provider, a group home child care provider, a family child care provider, or other provider of child care services for compensation that-
 - (i) is licensed, regulated, or registered under State law as described in section 658E(c)(2)(F); and
 - (ii) satisfies the State and local requirements, including those referred to in section 658E(c)(2)(I); applicable to the child care services it provides; or
 - (B) a child care provider that is 18 years of age or older who provides child care services only to eligible children who are, by affinity or consanguinity, or by court decree, the grandchild, great grandchild, sibling (if such provider lives in a separate residence), niece, or nephew of such provider, if such provider complies with any applicable requirements that govern child care provided by the relative involved.
- (7) Family child care provider-The term ‘family child care provider’ means one individual who provides child care services for fewer than 24 hours per day, as the sole caregiver, and in a private residence.
- (8) Indian tribe-The term ‘Indian tribe’ has the meaning given it in section 4(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450b(b)).
- (9) Lead agency-The term ‘lead agency’ means the agency designated or established under section 658D(a).
- (10) Parent-The term ‘parent’ includes a legal guardian, foster parent, or other person standing in loco parentis.
- (11) Scientifically Valid Research.—The term ‘scientifically valid research’ includes applied research, basic research, and field-initiated research, for which the rationale, design, and interpretation are soundly developed in accordance with principles of scientific research.
- (12) Secretary-The term ‘Secretary’ means the Secretary of Health and Human Services unless the context specifies otherwise.
- (13) Sliding fee scale-The term ‘sliding fee scale’ means a system of cost sharing by a family based on income and size of the family.
- (14) State-The term ‘State’ means any of the several States, the District of Columbia, the Virgin Islands of the United States, the Commonwealth of Puerto Rico, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands
- (15) Tribal organization—

(A) In general-The term ‘tribal organization’ has the meaning given it in section 4(c) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450b(c)).

(B) Other organizations-Such term includes a Native Hawaiian Organization, as defined in section 4009(4) of the Augustus F. Hawkins-Robert T. Stafford Elementary and Secondary School Improvement Amendments of 1988 (20 U.S.C. 4909(4)) and a private nonprofit organization established for the purpose of serving youth who are Indians or Native Hawaiians.

SEC. 658Q. PARENTAL RIGHTS AND RESPONSIBILITIES.

(a) In General.— Nothing in this subchapter shall be construed or applied in any manner to infringe on or usurp the moral and legal rights and responsibilities of parents or legal guardians.

(b) Parental Rights to Use Child Care Certificates.—Nothing in this subchapter shall be construed in a manner—

(1) to favor or promote the use of grants and contracts for the receipt of child care services under this subchapter over the use of child care certificates; or

(2) to disfavor or discourage the use of such certificates for the purchase of child care services, including those services provided by private or non-profit entities, such as faith-based providers.

SEC. 658R. SEVERABILITY.

If any provision of this subchapter or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions of applications of this subchapter which can be given effect without regard to the invalid provision or application, and to this end the provisions of this subchapter shall be severable.

SEC. 658S. MISCELLANEOUS PROVISIONS.

Notwithstanding any other law, the value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under this subchapter shall not be treated as income for purposes of any other Federal or Federally-assisted program that bases eligibility, or the amount of benefits, on need."

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SEC. 418. FUNDING FOR CHILD CARE.

(a) General Child Care Entitlement-

(1) General Entitlement-Subject to the amount appropriated under paragraph (3), each State shall, for the purpose of providing child care assistance, be entitled to payments under a grant under this subsection for a fiscal year in an amount equal to the greater of-

(A) the total amount required to be paid to the State under section 403 for fiscal year 1994 or 1995 (whichever is greater) with respect to expenditures for child care under subsections 402(g) and (i) of section 402 (as in effect before October 1, 1995); or

(B) the average of the total amounts required to be paid to the State for fiscal years 1992 through 1994 under the subsections referred to in subparagraph (A).

(2) Remainder -

(A) Grants -The Secretary shall use any amounts appropriated for a fiscal year under paragraph (3), and remaining after the reservation described in paragraph (4) and after grants are awarded under paragraph (1), to make grants to States under this paragraph.

(B) Allotments to States -The total amount available to States under this paragraph, as determined under subparagraph (A), shall be allotted among the States based on the formula used for determining the amount of Federal payments to each State under section 403(n) (as such section was in effect before October 1, 1995.)

(C) Federal Matching of State Expenditures Exceeding Historical Expenditures -The Secretary shall pay to each eligible State for a fiscal year an amount equal to the lesser of the State's allotment under subparagraph (B) or the Federal medical assistance percentage for the State for fiscal year (as defined in section 1905(b), as such section was in effect on September 30, 1995) of so much of the State's expenditures for child care in that fiscal year as exceed the total amount of expenditures by the State (including expenditures from amounts made available from Federal funds) in fiscal year 1994 or 1995 (whichever is greater) for the programs described in paragraph (1)(A).

(D) Redistribution -

(i) In General -With respect to any fiscal year, if the Secretary determines (in accordance with clause (ii) that any amounts allotted to a State under this paragraph for such fiscal year will not be used by such State during the fiscal year for carrying out the purpose for which such amounts are allotted, the Secretary shall make such amounts available in the subsequent fiscal year for carrying out such purpose to 1 or more States which apply for such funds to the extent the Secretary determines that such States will be able to use such additional amounts for carrying out

such purpose. Such available amounts shall be redistributed to a State pursuant to section 403(n) (as such section was in effect before October 1, 1995) by substituting, “the number of children residing in all States applying for such funds” for “the number of children residing in the United States in the second preceding fiscal year.”

(ii) Time of determination and distribution - The determination of the Secretary under clause (I) for a fiscal year shall be made not later than the end of the first quarter of the subsequent fiscal year. The redistribution of amounts under clause (I) shall be made as close as practicable to the date on which such determination is made. Any amount made available to a State from an appropriation for a fiscal year in accordance with this subparagraph shall, for purposes of this part, be regarded as part of such State’s payment (as determined under this subsection) for the fiscal year in which the redistribution is made.

(3) Appropriation -For grants under this section, there are appropriated-

- (A) \$1,967,000,000 for fiscal year 1997;
- (B) \$2,067,000,000 for fiscal year 1998;
- (C) \$2,167,000,000 for fiscal year 1999;
- (D) \$2,367,000,000 for fiscal year 2000;
- (E) \$2,567,000,000 for fiscal year 2001;
- (F) \$2,717,000,000 for fiscal year 2002;
- (G) \$2,917,000,000 for each of fiscal years 2006 through 2010.

(4) Indian tribes -The Secretary shall reserve not less than 1 percent, and not more than 2 percent, of the aggregate amount appropriated to carry out this section in each fiscal year for payments to Indian tribes and tribal organizations.

(5) Data Used to Determine State and Federal Shares of Expenditures -In making the determinations concerning expenditures required under paragraphs (1) and (2)(C), the Secretary shall use information that was reported by the State on ACF Form 231 and available as of the applicable dates specified in clauses (i)(I), (ii),and (iii)(III) of section 403(a)(1)(D).

(b) Use of Funds-

(1) In general-Amounts received by a State under this section shall only be used to provide child care assistance. Amounts received by a State under a grant under subsection (a)(1) shall be available for use by the State without fiscal year limitation.

(2) Use for certain populations -A State shall ensure that not less than 70 percent of the total amount of funds received by the State in a fiscal year under this section are used to provide child care assistance to families who are receiving assistance under a State program under this part, families who are attempting through work activities to transition off of such assistance program, and families who are at risk of becoming dependent on such assistance program.

(c) Application of Child Care and Development Block Grant Act of 199-Notwithstanding any other provision of law, amounts provided to a State under this section shall be transferred to the lead agency under the Child Care and Development Block Grant Act of 1990, Page 18integrated

by the State into the programs established by the State under such Act, and be subject to requirements and limitations of such Act.

(d) Definitions-As used in this section, the term "State" means each of the 50 States and the District of Columbia.

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