



GUAM BEHAVIORAL HEALTH AND WELLNESS CENTER
Clinical Services Division
Residential Home Program

Request for Proposals

GBHWC RFP 2023-09

For

**Professional Services for Adults with Serious Mental Illness
Who are Homeless or at Imminent Risk for Homelessness
(AKA Sagan Mami Drop-In Services and Resource Center)**

Funded by

**U.S. Department of Health and Human Services, Substance Abuse and Mental Health Service
Administration, Block Grants for Community Health Services CFDA 93.958
Projects for Assistance in Transition from Homelessness Grant CFDA 93.150
Government of Guam local appropriations PL 37-42**

ISSUED: 09/27/2023

QUESTIONS DUE: 10/2/2023

PROPOSALS DUE: 10/6/2023

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* Data sheets to be published as amendment to RFP.



PUBLIC NOTICE

Request for Proposal
Professional Services for Adults with Serious Mental Illness
Who are Homeless or at Imminent Risk for Homelessness
GBHWC RFP NO. 2023-09



The Guam Behavioral Health and Wellness Center (the GBHWC) is soliciting proposals from individuals, profit or non-profit corporations, or organizations to provide professional services for adults with serious mental illness who are homeless or at imminent risk for homelessness (AKA Sagan Mami Drop-In Service and Resource Center).

The Sagan Mami Drop-In Service and Resource Center is funded in portions by U.S. Department of Health and Human Services, Substance Abuse and Mental Health Service Administration, Block Grants for Community Health Services CFDA 93.958, Award Number 1B09SM087353.01, 6B09SM087353-01M001 and Projects for Assistance in Transition from Homelessness Grant CFDA 93.150, Award Number 1X06SM088838-01, and Government of Guam local appropriations Public Law 37-42.

Request for Proposal (RFP) packages are available for public inspection at www.gbhwc.guam.gov or a hard copy is available for pickup at the Director's Office, GBHWC located on the First Floor, 790 Governor Carlos G. Camacho Road, Tamuning, Guam during the weekdays except holidays between 8:30 A.M. to 4:30 P.M. GBHWC requires that prospective Offerors register with GBHWC to ensure that they receive notices regarding any changes or updates to the RFP. Official communications, clarifications and amendments to the RFP will be sent to all registered Offerors and posted on www.gbhwc.guam.gov. A registration form is provided with the RFP as Form A. GBHWC will not be liable for failure to provide notice to any Offeror that does not register current contact information.

QUESTIONS regarding this RFP should be written and addressed to GBHWC Director through U.S. Mail, hand delivery, facsimile (671) 649-6948 or email to marilyn.aflague@gbhwc.guam.gov by Monday, October 2, 2023. 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, **Friday, October 6, 2023**. 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 for the proposal.

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

GBHWC is an equal opportunity employer.

Theresa C. Amiola, Director
September 27, 2023

Paid by federal funds

I. GENERAL INFORMATION

A. INTRODUCTION

The Guam Behavioral Health and Wellness Center is requesting proposals for the management and operations of a drop-in, enrichment center, supported employment and peer mentorship training programs for consumers at the GBHWC.

Individuals, profit and non-profit organizations interested in bidding for this project may submit proposals that are directed towards adult males and females. Potential offerors must be experienced with serious mental illness and substance abuse with the homeless population.

B. BACKGROUND

The U. S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration made available funding to individuals and organizations, and notice was published in the Federal Register CFDA 93.150 and CFDA 93.958. These grants assist with (1) outreach services; (2) screening and diagnostic treatment services; (3) habilitation and rehabilitation services; (4) community mental health services; (5) alcohol or drug treatment services; (6) staff training; (7) case management; (8) supportive and supervisory services in residential settings; (9) referrals for primary health services, job training, educational services; and relevant housing services; and (10) prescribed set of housing services

As a recipient of the grant awards these past several years, GBHWC administers a program locally known as the *Sagan Mami* (Our Place) that provides (1) an enrichment center; (2) a supported employment program; (3) peer mentorship training; and (4) a drop-in center. It is estimated that the program will service between 250-300 consumers during the next few years.

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

This is a request for subaward proposals of a federal grant by GBHWC, a pass-through agency. 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 is not applicable. GBHWC has opted to use similar processes it uses in its request for professional services procurements under 5 GCA Chapter 5 and 2 GAR Division 4, as set forth in the request for proposals, in order to maximize full and fair competition, and to ensure the integrity of the process. The confidentiality of proposals, Offerors names, documents submitted marked "confidential", evaluations, a public record keeping are in keeping with the requirements under Guam Procurement Laws and Regulations for requests for proposals. Any party who submits a proposal is known as "Offeror."

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

G. DESIGNATION OF REPRESENTATIVE (Form B) Exhibit 3

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 4

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

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

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

I. NON-RESIDENT TAX WITHHOLDING

A non-resident person without a valid Guam business license residing outside of Guam shall be subject to a withholding assessment, the equivalent of the Guam business privilege tax (BPT), which shall be the equal for 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 2

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 5

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 6

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 7

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 8

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 9

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 9.a

6. Affidavit Re Contingent Fees (AG Procurement Form 007) Exhibit 10

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

This is a cost reimbursement, multi-year contract with fixed price per month for professional services whereby the parties shall agree upon a basis for payment of services performed and expenses incurred by the Offeror. The Offerors' rates shall remain firm and fixed for the term of the contract. The contract shall contain a ceiling or an estimate that shall not be exceeded without the prior consent of GBHWC. As required by law, GBHWC determines in writing herein that its personnel will be assigned to closely monitor the performance of the services and that it is not practicable to use any other type of contractor to obtain these services in the time required and at the lowest cost or price to the government.

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 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. **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.

c. **Renewal Term**

At the option of the government, the contract may be renewed for up to two (2) additional one (1) year periods (each being a "Renewal Term") subject to the availability of funds and satisfactory performance. Upon expiration of the Renewal Term(s), this contract shall expire, unless sooner terminated.

d. **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.

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. Payment shall be based upon actual costs, as defined in 2 GAR Division 4 § 7101(1), submitted less disallowed costs and penalties, as applicable. Compensation based upon the aggregate of actual cost submitted may be less than the agreed upon compensation, but in no event shall it exceed the agreed upon compensation.

The invoice should reflect only those service fees incurred for the current billing period. Each invoice should also include the total amount billed from the inception of the current 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 after applying any penalties or disallowed costs, shall be withheld until the discrepancy has been resolved to the satisfaction of GBHWC.

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

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

1. Prime Notices of Award
2. Fiscal Year 2023 Award Standard Terms

SECTION II. SCOPE OF WORK

The Guam Behavioral Health and Wellness Center (GBHWC) is requesting proposals from local organizations considered profit or non-profit to provide management and operational services for a drop-in and resource center program using the International Clubhouse standards as a guideline.

A. LOCATION AND HOURS OF OPERATION

Program Title	SAGAN MAMI (Our Place) PROGRAMS
Location	To be determined
Programs Hours of Operation	
Enrichment Center	To be determined
Supported Employment Program	To be determined
Peer Mentorship Training	To be determined
Drop-In Center	5:00 P.M. to 9:00 P.M. Weekdays except weekends and holidays

B. PROGRAM PURPOSE

To provide management and operational services to the GBHWC's "Sagan Mami" (Our Place) Program carrying out four program components.

C. ENRICHMENT CENTER

Utilizing the Substance Abuse and Mental Health Services Administration (SAMHSA) Eight Dimensions of Wellness, to facilitate individual and group activities that will help consumers with Serious Mental Illness and those with co-occurring disorders (SMI/SUD) develop a recovery and wellness lifestyle.

Individual and Group Activities must focus on the Eight Dimensions of Wellness: Physical, Emotional, Financial, Social, Spiritual, Occupational, Intellectual, and Environmental.

1. **Program Target Population**
Provide services to at least 30 individuals with a serious mental illness (SMI) and those with co-occurring disorders. This number is expected to increase through the year as more individuals become better familiarized and comfortable with the program.
2. **Program Activities**
Individual and Group Activities, participation in GBHWC's clinical teams when required, transportation to community activities and other activities that support the recovery and wellness lifestyle of the consumers.

The Enrichment Center must have available to the consumers of the services internet access. The Enrichment Center must have up-to-date information and array of brochures, literature, video/DVD format on topics that focus on behavioral and mental health as well as substance abuse concerns.

A catalogue system is required to keep track of brochures, literature, video/DVD format on mental health and substance abuse issues being issued or borrowed.

D. SUPPORTED EMPLOYMENT PROGRAM (HELPP OUT)

1. Program Description

This program will help adult consumers with serious mental illness, actively participating in treatment at GBHWC. The focus of HELPP (Helping Each Life Produce Positive) Out (Outcomes) is to prepare consumers to compete in the competitive job market.

2. Eligibility

- a. Participants must be adults with serious mental illness, actively participating in treatment and must be referred to Sagan Mami Supported Employment Program by the clinicians of GBHWC.
- b. All participants must have an assigned clinician to provide clinical support for the individual and to participate in the various supported employment planning meetings.
- c. The participants must be clinically stable, and able to participate in activities independently.
- d. Participating consumers and their clinician must sign an agreement to participate in the program.

3. Training

Pre-employment training will be conducted four times per contract year.

4. Enrollment in employment placement programs

- a. Upon completion of Pre-Employment training, participants will be enrolled for services with the Division of Vocational Rehabilitation, Agency for Human Resources Development and Department of Labor.
- b. Consumers will be assisted in job searches/placement and referrals by an employment specialist.

E. PEER SUPPORT/MENTORSHIP TRAINING

1. Program Description

The premise of Peer Support is that people who have faced, endured and overcame challenges can offer useful encouragement, hope and mentorship to others facing similar situations. This program offers members at Sagan Mami the opportunity to do just that. Through this mentorship consumers will be more able to develop positive life skills to cope with life's challenges in the road to recovery

and healing. The Sagan Mami contractor will be responsible for identifying and training eligible participants through recommendations/referrals from the clinicians at the Guam Behavioral Health and Wellness Center.

2. **Eligibility**

- a. Participants must be adults with serious mental illness, including those with co-occurring serious mental illness and substance use disorders, who are homeless or at imminent risk of homelessness and actively participating in treatment.
- b. The participants must be clinically stable, and able to participate in activities independently and without supervision.

3. **Training -Peer Mentorship training will be provided on a every other month basis. Consumers may participate in more than one of the trainings if space is available.**

4. **Content**

Training must include but is not limited to:

- a. The 10 Fundamental Components of Recovery;
- b. Information on the variety of support services in the community;
- c. The Americans with Disabilities Act;
- d. Anti-Stigma strategies;
- e. Public Speaking;
- f. Problem solving;
- g. Goal setting;
- h. Listening and engagement skills; and
- i. Self-Advocacy.

5. **Outcome Measure: Post Training**

Upon completion of the training program, consumers will be able to participate in various activities in the following ways:

- a. Provide informal supports to peers;
- b. Public speaking to support the elimination of stigma and discrimination;
- c. Assist the GBHWC clinicians in helping other consumers come out of isolation, and encourage active community involvement;
- d. Provide support to peers in treatment team meetings;
- e. Promote normalization and integration into the community; and
- f. Promote self-determination, empowerment and meaningful roles in society.

F. DROP-IN CENTER:

Utilizing the International Program for Clubhouse Development concept to develop program guidelines. To ensure that all members are made to feel welcomed, important, and wanted. This program is intended to specifically serve the island population of adults with serious mental illness, including those with co-occurring serious mental illness and substance use disorders, who are homeless or at imminent risk of homelessness. GBHWC will refer individuals or consumers who are homeless or at imminent risk of homelessness.

1. Program Target Population:

Provide services to at least 30 homeless individuals. This number may increase through the year as more homeless individuals become more familiar and comfortable with the program.

2. Program Activities:

- a. Screen participants to determine their eligibility for services;
- b. Provide therapeutic activities on site to match interest of consumers;
- c. Develop the individual's understanding and need for personal financial planning;
- d. Coordinate with public transportation service providers for transportation to and from program;
- e. Provide habilitation and rehabilitation support services within the community;
- f. Provide prevocational and vocational skills that promote independent living;
- g. Provide referrals for eligible homeless individual for services as appropriate to: primary healthcare providers, housing assistance, homeless outreach programs, income assistance, and community One-Stop programs;
- h. Provide nutritional refreshments during hours of operation;
- i. Provide table games, arts and crafts, and recreational activities;
- j. Employ consumers to maintain a clean and safe environment and assist with securing area at closing.

G. ADMINISTRATIVE

1. Designate a part-time Program Facilitator (PF) who will be on-site during hours of operation, and who has experience working with individuals with psychiatric disabilities.
2. Designate a part-time employment specialist who will assist consumers enrolled in the Supported Employment Program.
3. Designate a peer specialist (must have lived experience of serious mental illness) to carry out the peer support/mentoring activities and assist.

4. Collaborate with GBHWC program supervisor on rules and regulations of the program including appropriate forms for reporting.
5. Submit daily logs of services provided to consumers.
6. Develop and post of anticipated events for consumers' review.
7. Provide monthly statistical report for all services to consumers.
8. Provide semi-annual and annual programmatic reports that define program progression and/or recommendations for effectiveness.
9. Provide monthly, quarterly, and annual financial reports that define expenditures of grant funding.

H. PROGRAM MARKETING

Develop and implement a social marketing plan that includes public awareness and education activities and overall outreach efforts to sustain consumer involvement.

The scope of work is written by Reina R. Sanchez, GBHWC Clinical Services Division Administrator and approved by Theresa C. Arriola, GBHWC Director.

III. PROPOSAL CONTENTS, REQUIREMENTS, AND INSTRUCTIONS

A. GENERAL INSTRUCTIONS

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

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

7. Project Personnel and Community Partners, if applicable:
 - a. Project Leader's academic background (education and specialized training), skills (abilities and qualifications) and community development work experience with similar projects
 - b. Staff Position Titles/Description of work responsibilities
 - c. Community Partners – organization/volunteers, past or current
8. Service Delivery
 - a. Proposed Services (a discussion of the program that the Contractor will undertake to accomplish the objectives of this project and the work described in the Scope of Work).
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. Unique Entity Identifier Number
14. Proposal Signature Form B
15. All Licenses Form C
16. Affidavit re Disclosing Ownership, Influence, Commissions and Conflicts of Interest
AG Procurement Form 002
17. Affidavit re Non-Collusion – AG Procurement Form 003
18. No Gratuities or Kickbacks Affidavit – AG Procurement Form 004
19. Ethical Standards Affidavit – AG Procurement Form 005
20. Wage Determination and Benefit – AG Procurement Form 006
21. Contingent Fees – AG Procurement Form 007

22. Sample Business Associate Agreement (Form D)
23. Annual Cost Proposal – Form F (Separate, Sealed & Marked Confidential)
24. Notice of Awards (CMS Block Grant and PATH Grant)
25. Fiscal Year 2023 Award Standard Terms

B. REQUIREMENTS AND INSTRUCTIONS

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

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

IV. GENERAL PROCEDURES

A. RECEIPT AND REGISTRATION OF PROPOSAL

1. All proposals and modifications shall be time stamped upon receipt and held in a secure place until the established due date below. Proposals and modifications received after the due date and time will not be considered. It is the sole responsibility of each offeror to assure that its proposal is delivered at the specified location prior to the deadline. Proposals which, for any reason, are not delivered will not be considered. The deadline for receipt of proposals by the GBHWC is **no later than 4:30 P.M. October 6, 2023.**

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

Mailing & Delivery Address:

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

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

3. Offeror must submit the Cost/Budget proposal in a separate sealed envelope (1 original and 4 copies) at the same time the proposal is submitted. Envelope must be sealed and marked on the face with the name and address of the offeror, the proposal number and the time and date of submission.
4. No facsimile or emailed proposals will be accepted.
5. Proposals may be hand-carried and received at the GBHWC on or before the deadline 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., October 2, 2023**. 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 eternal 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, 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 in each category is the best qualified and will be invited to negotiate a contract.

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

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

F. RIGHT TO REJECT OFFERS AND CANCEL THE PROCUREMENT

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

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

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

Should the GBHWC be unable to negotiate a contract with any of the offerors initially selected as the best qualified offerors, offers may be resolicited or additional offerors may be selected based on original, acceptable submissions in the order of their respective qualification

ranking and negotiations may continue in accordance with the procedures and process herein specified.

V. CONTRACTUAL TERMS

A. GENERAL REQUIREMENTS

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

B. SAMPLE CONTRACT (Form E)

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	33	Proposal Registration (Form A)	Delivery to GBHWC
2	Mandatory	Exhibit 2	34-35	Registration for Unique Entity Identifier	Registry at SAM
3	Mandatory	Exhibit 3	36	Designation of Representative (Form B)	Wet Signature
4	Mandatory	Exhibit 4	37	Licenses (Form C)	Wet Signature
5	Mandatory	Exhibit 5	38-41	Affidavit Re Disclosing Ownership, Influence, Commissions and conflicts of Interest (AG Proc. Form 002)	Wet & Notarized Signature
6	Mandatory	Exhibit 6	42	Affidavit Re Non-Collusion (AG Proc. 003)	Wet & Notarized Signature
7	Mandatory	Exhibit 7	43	Affidavit Re Gratuities or Kickbacks (AG Proc. Form 004)	Wet & Notarized Signature
8	Mandatory	Exhibit 8	44	Affidavit Re Ethical Standards (AG Proc. Form 005)	Wet & Notarized Signature
9	Mandatory	Exhibit 9	45	Declaration Re Compliance with U.S. Department of Labor (DOL) Wage Determination (AG Proc. Form 006)	Wet Signature
10	Mandatory	Exhibit 9.a	46-60	U.S. DOL Wage Determination 2015-5693, Revision No. 19, Issued 07/17/2023	(Attachment to AG Proc. Form 006)
11	Mandatory	Exhibit 10	61	Affidavit Re Contingent Fees (AG Proc. Form 007)	Wet & Notarized Signature
12	Mandatory	Exhibit 11	62-70	Acknowledgement of Sample Business License Associate Agreement (Form D)	Wet Signature
13	Informational	Appendix 1	71-99	Sample of Contractual Agreement (Form E)	None – for review only
14	Mandatory	Exhibit 12	100-101	Cost Proposal Template (Form F)	Wet Signature
15	Mandatory	Exhibit 13	102-115	CMS Block Grant Notice of Award (11/17/2022)	Acknowledgement
	Mandatory	Exhibit 13.a	116	Data Information for CMS Block Grant Notice of Award	To be published as amendment to RFP

	Mandatory	Exhibit 14	117-120	CMS Block Grant Notice of Award (2/23/2023)	Acknowledgement
	Mandatory	Exhibit 14.a	121	Data Information for CMS Block Notice of Award	To be published as amendment to RFP
16	Mandatory	Exhibit 15	122-139	PATH Grant Notice of Award (7/24/2023)	Acknowledgement
17	Mandatory	Exhibit 15.a	140	Data Information for PATH Notice of Award	To be published as amendment to RFP
18	Mandatory	Exhibit 16	141-158	Fiscal Year 2023 Award Standard Terms	Wet Signature



GUAM BEHAVIORAL HEALTH AND WELLNESS CENTER
GBHWC RFP 2023-09
Professional Services to Adults with Serious Illness Who Are Homeless
or Imminent Risk for Homelessness (aka Sagan Mami (our Place) Programs)

PROPOSAL REGISTRATION (FORM A)

The individual, firm, entity or organization identified below is an interested party and/or "Offeror" to GBHWC RFP 2023-09 and will receive changes, amendments, inquiries and/or related correspondence in accordance with the Guam Procurement Regulations. However, GBHWC will not be liable for failure to provide notice to any party who did not register accurate and current contact information.

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

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

(Extracted from Fiscal Year 2023 Standard Award Terms)

15. Universal Identifier and SAM Requirements

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 (reference project description) 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.

You have reached SAM.gov, an official website of the U.S. government. There is no cost to use this site.

The unique entity identifier used in SAM.gov has changed.

On **April 4, 2022**, the unique entity identifier used across the federal government changed from the DUNS Number to the Unique Entity ID (generated by SAM.gov).

- The Unique Entity ID is a 12-character alphanumeric ID assigned to an entity by SAM.gov.
- As part of this transition, the DUNS Number has been removed from SAM.gov.
- Entity registration, searching, and data entry in SAM.gov now require use of the new Unique Entity ID.
- Existing registered entities can find their Unique Entity ID by following the steps [here](#).
- New entities can get their Unique Entity ID at SAM.gov and, if required, complete an entity registration.

[I manage an entity. What do I need to do?](#)

For more information about this transition, visit [SAM.gov](#) or the Federal Service Desk, [FSD.gov](#). You can search for help at [FSD](#) any time or request help from an FSD agent Monday–Friday 8 a.m. to 8 p.m. ET.

Do not show this message again

OK

PROPOSAL SIGNATURE FORM

For GBHWC RFP 2023-09

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

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

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

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

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

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

Type or Print Name and Title Signature of Authorized Representative

Name of Offeror: _____

Address: _____

Telephone Number: _____ Fax Number: _____

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

[☐] Corporation [☐] Joint Venture

[☐] Other(Specify) _____

FORM FOR SUBMITTING ALL LICENSES
GBHWC RFP 2023-09

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

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

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

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

Name of >10% Owner Business or Artificial Person:

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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

- C. If the name of no natural person has been identified as an owner, or a Second or Third Tier Owner of the Bidder/Offeree/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/Offeree/Prospective Contractor, directly or indirectly:

Name	Principal Place of Business Street Address

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

Executed on: _____
(date)

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

Subscribed and sworn to before me

This ____ day of _____, 20 ____.

NOTARY PUBLIC

My commission expires: _____

AFFIDAVIT RE NON-COLLUSION

CITY OF _____)
) SS.
ISLAND OF GUAM)

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

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

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

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

Signature of one of the following:

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

Subscribed and sworn to before me

this _____ day of _____, 20____.

NOTARY PUBLIC

My commission expires _____, _____.

AFFIDAVIT RE GRATUITIES OR KICKBACKS

CITY OF _____)
) 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 _____, _____.

AFFIDAVIT RE ETHICAL STANDARDS

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

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

Signature of one of the following:

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

Subscribed and sworn to before me
this _____ day of _____, 20_____.

NOTARY PUBLIC
My commission expires _____, _____.

DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

Procurement No.: GBHWC RFP 2023-09

Name of Offeror Company: _____

I, _____ hereby certify under penalty of perjury:

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

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

§ 5801. Wage Determination Established.

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

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

§ 5802. Benefits.

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

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

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

Signature

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

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

Daniel W. Simms Division of
Director Wage Determinations

Wage Determination No.: 2015-5693
Revision No.: 19
Date Of Last Revision: 07/17/2023

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: determination,	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage if it is higher) for all hours spent performing on the contract in 2023.
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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		21.43
01035 - Court Reporter		17.40
01041 - Customer Service Representative I		12.75***
01042 - Customer Service Representative II		14.23***
01043 - Customer Service Representative III		15.62***
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		21.43
01420 - Survey Worker		16.96
01460 - Switchboard Operator/Receptionist		10.78***
01531 - Travel Clerk I		13.01***
01532 - Travel Clerk II		14.12***
01533 - Travel Clerk III		15.09***
01611 - Word Processor I		14.53***
01612 - Word Processor II		16.31
01613 - Word Processor III		18.26

05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	17.20
05010 - Automotive Electrician	16.16***
05040 - Automotive Glass Installer	15.11***
05070 - Automotive Worker	15.11***
05110 - Mobile Equipment Servicer	12.96***
05130 - Motor Equipment Metal Mechanic	17.20
05160 - Motor Equipment Metal Worker	15.11***
05190 - Motor Vehicle Mechanic	17.20
05220 - Motor Vehicle Mechanic Helper	11.87***
05250 - Motor Vehicle Upholstery Worker	14.06***
05280 - Motor Vehicle Wrecker	15.11***
05310 - Painter, Automotive	16.16***
05340 - Radiator Repair Specialist	15.11***
05370 - Tire Repairer	12.67***
05400 - Transmission Repair Specialist	17.20
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.10***
07041 - Cook I	14.44***
07042 - Cook II	16.84
07070 - Dishwasher	9.69***
07130 - Food Service Worker	10.11***
07210 - Meat Cutter	13.34***
07260 - Waiter/Waitress	9.73***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.75
09040 - Furniture Handler	11.37***
09080 - Furniture Refinisher	18.75
09090 - Furniture Refinisher Helper	13.77***
09110 - Furniture Repairer, Minor	16.32
09130 - Upholsterer	18.75
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.69***
11060 - Elevator Operator	9.69***
11090 - Gardener	14.28***
11122 - Housekeeping Aide	10.13***
11150 - Janitor	10.13***
11210 - Laborer, Grounds Maintenance	10.79***
11240 - Maid or Houseman	9.67***
11260 - Pruner	9.66***
11270 - Tractor Operator	13.07***
11330 - Trail Maintenance Worker	10.79***
11360 - Window Cleaner	11.32***
12000 - Health Occupations	
12010 - Ambulance Driver	18.96
12011 - Breath Alcohol Technician	18.96
12012 - Certified Occupational Therapist Assistant	26.02

12015 - Certified Physical Therapist Assistant	26.02
12020 - Dental Assistant	18.79
12025 - Dental Hygienist	39.73
12030 - EKG Technician	28.73
12035 - Electroneurodiagnostic Technologist	28.73
12040 - Emergency Medical Technician	18.96
12071 - Licensed Practical Nurse I	16.95
12072 - Licensed Practical Nurse II	18.96
12073 - Licensed Practical Nurse III	21.14
12100 - Medical Assistant	13.42***
12130 - Medical Laboratory Technician	18.82
12160 - Medical Record Clerk	14.97***
12190 - Medical Record Technician	17.77
12195 - Medical Transcriptionist	16.95
12210 - Nuclear Medicine Technologist	41.68
12221 - Nursing Assistant I	12.43***
12222 - Nursing Assistant II	13.97***
12223 - Nursing Assistant III	15.24***
12224 - Nursing Assistant IV	17.12
12235 - Optical Dispenser	18.96
12236 - Optical Technician	16.95
12250 - Pharmacy Technician	15.49***
12280 - Phlebotomist	16.95
12305 - Radiologic Technologist	28.73
12311 - Registered Nurse I	23.50
12312 - Registered Nurse II	28.73
12313 - Registered Nurse II, Specialist	28.73
12314 - Registered Nurse III	34.76
12315 - Registered Nurse III, Anesthetist	34.76
12316 - Registered Nurse IV	41.68
12317 - Scheduler (Drug and Alcohol Testing)	23.50
12320 - Substance Abuse Treatment Counselor	23.50
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.42
13012 - Exhibits Specialist II	26.53
13013 - Exhibits Specialist III	32.45
13041 - Illustrator I	21.42
13042 - Illustrator II	26.53
13043 - Illustrator III	32.45
13047 - Librarian	29.38
13050 - Library Aide/Clerk	17.05
13054 - Library Information Technology Systems Administrator	26.53
13058 - Library Technician	18.11
13061 - Media Specialist I	19.15
13062 - Media Specialist II	21.42
13063 - Media Specialist III	23.87

13071 - Photographer I	19.15
13072 - Photographer II	21.42
13073 - Photographer III	26.53
13074 - Photographer IV	32.45
13075 - Photographer V	39.27
13090 - Technical Order Library Clerk	21.42
13110 - Video Teleconference Technician	19.15
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.71***
14042 - Computer Operator II	17.22
14043 - Computer Operator III	19.19
14044 - Computer Operator IV	21.33
14045 - Computer Operator V	23.62
14071 - Computer Programmer I	(see 1) 15.73***
14072 - Computer Programmer II	(see 1) 19.50
14073 - Computer Programmer III	(see 1) 23.84
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1) 24.23
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.71***
14160 - Personal Computer Support Technician	21.33
14170 - System Support Specialist	21.24
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	24.23
15020 - Aircrew Training Devices Instructor (Rated)	29.32
15030 - Air Crew Training Devices Instructor (Pilot)	34.91
15050 - Computer Based Training Specialist / Instructor	24.23
15060 - Educational Technologist	29.40
15070 - Flight Instructor (Pilot)	34.91
15080 - Graphic Artist	20.47
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	34.91
15086 - Maintenance Test Pilot, Rotary Wing	34.91
15088 - Non-Maintenance Test/Co-Pilot	34.91
15090 - Technical Instructor	17.67
15095 - Technical Instructor/Course Developer	23.78
15110 - Test Proctor	15.70***
15120 - Tutor	15.70***
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.83***
16030 - Counter Attendant	10.83***
16040 - Dry Cleaner	12.36***
16070 - Finisher, Flatwork, Machine	10.83***
16090 - Presser, Hand	10.83***
16110 - Presser, Machine, Drycleaning	10.83***
16130 - Presser, Machine, Shirts	10.83***
16160 - Presser, Machine, Wearing Apparel, Laundry	10.83***

16190 - Sewing Machine Operator	12.88***
16220 - Tailor	13.40***
16250 - Washer, Machine	11.34***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.46
19040 - Tool And Die Maker	24.46
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.36***
21030 - Material Coordinator	22.97
21040 - Material Expediter	22.97
21050 - Material Handling Laborer	12.57***
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	15.83***
21150 - Stock Clerk	22.26
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	19.46
23120 - Bicycle Repairer	15.61***
23125 - Cable Splicer	22.47
23130 - Carpenter, Maintenance	17.58
23140 - Carpet Layer	18.20
23160 - Electrician, Maintenance	19.37
23181 - Electronics Technician Maintenance I	18.20
23182 - Electronics Technician Maintenance II	19.46
23183 - Electronics Technician Maintenance III	20.72
23260 - Fabric Worker	16.94
23290 - Fire Alarm System Mechanic	16.77
23310 - Fire Extinguisher Repairer	15.61***
23311 - Fuel Distribution System Mechanic	20.72

23312 - Fuel Distribution System Operator	15.61***
23370 - General Maintenance Worker	13.24***
23380 - Ground Support Equipment Mechanic	23.84
23381 - Ground Support Equipment Servicer	19.47
23382 - Ground Support Equipment Worker	21.03
23391 - Gunsmith I	15.61***
23392 - Gunsmith II	18.20
23393 - Gunsmith III	20.72
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.27
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	20.50
23430 - Heavy Equipment Mechanic	19.50
23440 - Heavy Equipment Operator	18.10
23460 - Instrument Mechanic	20.72
23465 - Laboratory/Shelter Mechanic	19.46
23470 - Laborer	12.57***
23510 - Locksmith	19.46
23530 - Machinery Maintenance Mechanic	23.13
23550 - Machinist, Maintenance	20.72
23580 - Maintenance Trades Helper	11.77***
23591 - Metrology Technician I	20.72
23592 - Metrology Technician II	22.03
23593 - Metrology Technician III	23.33
23640 - Millwright	20.72
23710 - Office Appliance Repairer	19.46
23760 - Painter, Maintenance	17.04
23790 - Pipefitter, Maintenance	19.96
23810 - Plumber, Maintenance	18.75
23820 - Pneudraulic Systems Mechanic	20.72
23850 - Rigger	20.72
23870 - Scale Mechanic	18.20
23890 - Sheet-Metal Worker, Maintenance	19.55
23910 - Small Engine Mechanic	18.20
23931 - Telecommunications Mechanic I	19.96
23932 - Telecommunications Mechanic II	21.24
23950 - Telephone Lineman	20.62
23960 - Welder, Combination, Maintenance	19.96
23965 - Well Driller	21.13
23970 - Woodcraft Worker	20.71
23980 - Woodworker	15.61***
24000 - Personal Needs Occupations	
24550 - Case Manager	15.01***
24570 - Child Care Attendant	10.09***
24580 - Child Care Center Clerk	13.25***
24610 - Chore Aide	14.06***
24620 - Family Readiness And Support Services	15.01***

Coordinator	
24630 - Homemaker	16.12***
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.79
25040 - Sewage Plant Operator	22.89
25070 - Stationary Engineer	22.79
25190 - Ventilation Equipment Tender	15.72***
25210 - Water Treatment Plant Operator	22.89
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90***
27007 - Baggage Inspector	9.63***
27008 - Corrections Officer	14.59***
27010 - Court Security Officer	14.59***
27030 - Detection Dog Handler	10.90***
27040 - Detention Officer	14.59***
27070 - Firefighter	14.59***
27101 - Guard I	9.63***
27102 - Guard II	10.90***
27131 - Police Officer I	14.59***
27132 - Police Officer II	16.21
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.24***
28042 - Carnival Equipment Repairer	14.46***
28043 - Carnival Worker	9.78***
28210 - Gate Attendant/Gate Tender	13.18***
28310 - Lifeguard	11.01***
28350 - Park Attendant (Aide)	14.74***
28510 - Recreation Aide/Health Facility Attendant	11.84***
28515 - Recreation Specialist	18.26
28630 - Sports Official	11.74***
28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	26.02
29020 - Hatch Tender	26.02
29030 - Line Handler	26.02
29041 - Stevedore I	24.21
29042 - Stevedore II	27.82
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	43.06
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	29.69
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	32.70
30021 - Archeological Technician I	18.17
30022 - Archeological Technician II	20.33
30023 - Archeological Technician III	25.19
30030 - Cartographic Technician	25.19
30040 - Civil Engineering Technician	25.19
30051 - Cryogenic Technician I	27.89

30052 - Cryogenic Technician II	30.80
30061 - Drafter/CAD Operator I	18.17
30062 - Drafter/CAD Operator II	20.33
30063 - Drafter/CAD Operator III	22.66
30064 - Drafter/CAD Operator IV	27.89
30081 - Engineering Technician I	16.19***
30082 - Engineering Technician II	18.17
30083 - Engineering Technician III	20.33
30084 - Engineering Technician IV	25.19
30085 - Engineering Technician V	30.80
30086 - Engineering Technician VI	37.27
30090 - Environmental Technician	25.19
30095 - Evidence Control Specialist	25.19
30210 - Laboratory Technician	22.66
30221 - Latent Fingerprint Technician I	27.89
30222 - Latent Fingerprint Technician II	30.80
30240 - Mathematical Technician	25.19
30361 - Paralegal/Legal Assistant I	19.54
30362 - Paralegal/Legal Assistant II	24.21
30363 - Paralegal/Legal Assistant III	29.61
30364 - Paralegal/Legal Assistant IV	35.83
30375 - Petroleum Supply Specialist	30.80
30390 - Photo-Optics Technician	24.92
30395 - Radiation Control Technician	30.80
30461 - Technical Writer I	25.19
30462 - Technical Writer II	30.80
30463 - Technical Writer III	37.27
30491 - Unexploded Ordnance (UXO) Technician I	27.37
30492 - Unexploded Ordnance (UXO) Technician II	33.11
30493 - Unexploded Ordnance (UXO) Technician III	39.69
30494 - Unexploded (UXO) Safety Escort	27.37
30495 - Unexploded (UXO) Sweep Personnel	27.37
30501 - Weather Forecaster I	27.89
30502 - Weather Forecaster II	33.93
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 22.66
30621 - Weather Observer, Senior	(see 2) 25.19
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	33.11
31020 - Bus Aide	8.97***
31030 - Bus Driver	11.73***
31043 - Driver Courier	10.26***
31260 - Parking and Lot Attendant	9.91***
31290 - Shuttle Bus Driver	11.65***
31310 - Taxi Driver	11.41***
31361 - Truckdriver, Light	11.21***
31362 - Truckdriver, Medium	12.16***

31363 - Truckdriver, Heavy	16.11***
31364 - Truckdriver, Tractor-Trailer	16.11***
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.14***
99030 - Cashier	10.01***
99050 - Desk Clerk	9.71***
99095 - Embalmer	27.37
99130 - Flight Follower	27.37
99251 - Laboratory Animal Caretaker I	24.31
99252 - Laboratory Animal Caretaker II	26.56
99260 - Marketing Analyst	21.54
99310 - Mortician	27.37
99410 - Pest Controller	16.07***
99510 - Photofinishing Worker	14.38***
99710 - Recycling Laborer	17.32
99711 - Recycling Specialist	23.38
99730 - Refuse Collector	16.40
99810 - Sales Clerk	10.63***
99820 - School Crossing Guard	17.96
99830 - Survey Party Chief	23.99
99831 - Surveying Aide	13.65***
99832 - Surveying Technician	17.73
99840 - Vending Machine Attendant	24.31
99841 - Vending Machine Repairer	30.96
99842 - Vending Machine Repairer Helper	24.31

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.98 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 work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like;

minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

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

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

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

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

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

Conformance Process:

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

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

and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

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

AFFIDAVIT RE CONTINGENT FEES

CITY OF _____)
) ss.
ISLAND OF GUAM)

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

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

2. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. This statement is made pursuant to 2 GAR Division 4 11108(f).

3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. This statement is made pursuant to 2 GAR Division 4 11108(h).

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

Signature of one of the following:

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

Subscribed and sworn to before me

this _____ day of _____, 20_____.

NOTARY PUBLIC

My commission expires _____, _____.

FORM D**SAMPLE BUSINESS ASSOCIATE AGREEMENT PROVISIONS**

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

Introduction

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

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

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

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

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

Sample Business Associate Agreement Provisions

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

Definitions

Catch-all definition:

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

Specific definitions:

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

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

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

Obligations and Activities of Business Associate

Business Associate agrees to:

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

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

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

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

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

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

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

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

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

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

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

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

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

Permitted Uses and Disclosures by Business Associate

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Permissible Requests by Covered Entity

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

Term and Termination

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

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

(c) Obligations of Business Associate Upon Termination.

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

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

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

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

1. Retain only that protected health information which is necessary for business associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to covered entity [or, if agreed to by covered entity, destroy] the remaining protected health information that the business associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as business associate retains the protected health information;
4. Not use or disclose the protected health information retained by business associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at [Insert section number related to

227 paragraphs (e) and (f) above under "Permitted Uses and Disclosures By Business
228 Associate"] which applied prior to termination; and
229 5. Return to covered entity [or, if agreed to by covered entity, destroy] the protected
230 health information retained by business associate when it is no longer needed by
231 business associate for its proper management and administration or to carry out its
232 legal responsibilities.

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

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

239 **Miscellaneous [Optional]**

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

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

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

Acknowledgement of Receipt

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

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

247

248 Name:

249

250 Title:

251

252 Signature:

253

254 Date:

255

FORM E

SUBAWARD AGREEMENT

BETWEEN

GUAM BEHAVIORAL HEALTH AND WELLNESS CENTER

AND

This CONTRACTUAL AGREEMENT is made between the GUAM BEHAVIORAL HEALTH AND WELLNESS CENTER, an agency of the government of Guam (hereinafter called the GBHWC), whose office address is 790 Governor Carlos G. Camacho Road, Tamuning, Guam 96913, and _____, a licensed Guam _____ (for profit or non-profit) organization (hereinafter called the Service Provider) whose office address is _____.

WHEREAS, the GBHWC desires to grant a Subaward Agreement (herein referred to as contract) to _____ (name of provider); and

WHEREAS; the GBHWC requested proposals from qualified Guam 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. Federal Grant

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

C. 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.

Monthly Extension Periods

D.

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.

E. Multiple Term Contract Multiple Certification of Funds.

The Initial Term and any subsequent term(s) of this contract are subject to the availability of funds. The funds for the first twelve (12) months (or pro-rated fiscal year if applicable) of the Initial Term of the contract are certified as part of the execution of the contract. In the event that funds are not allocated, appropriated or otherwise made available to support continuation of performance in any period of time after the first twelve (12) months (or pro-rata fiscal year if applicable), the contract shall be cancelled; however, this does not affect either the GBHWC's rights or the 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 and effectuated through 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. Subrecipients are 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. Three (3) forfeitures shall be grounds for termination of contract.

Discrepancies include but will not be limited to: inaccuracy, incompleteness and inconsistencies in the statistical, verbal, narrative and financial reports and required supporting documents submitted, questionable expenditures included in the expense reports (i.e. unallowable costs, non-adherence to procurement guidelines).

All compensation is to the appropriation, allocation and availability of funds, upon completion of the services and receipt of any deliverables and a monthly invoice in the form agreed to by the parties. Payment shall be based upon actual costs incurred, as defined in 2 GAR Division 4 § 7101 (1), submitted less disallowed costs and penalties, as applicable. Compensation based upon the aggregate of actual cost submitted may be less than the agreed upon compensation, but in no event shall it exceed the agreed upon compensation. The invoice should reflect only those service fees incurred for the current billing period. Each invoice should also include the total amount billed from the inception of the current year contract. All invoices are subject to review and approval by the GBHWC. The acceptance and payment of any invoice shall not be deemed a waiver of any of the GBHWC's rights under this contract.

C. 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.

D. Allowable Costs.

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

1. Financial Records

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

2. Accounting Records

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

3. Internal Control

The Service Provider shall maintain effective control over and accountability for all funds and assets. The Service Provider shall keep effective internal controls to ensure that all the GBHWC funds received are separately and properly allocated to the activities described in this contract. The Service Provider shall adequately safeguard all such property and shall ensure that it is used solely for authorized purposes.

4. Source Documentation.

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

5. Applicable Credits.

Applicable credits are receipts or price reductions which reduce expenditures allocable to contracts as direct or indirect costs, as defined in 2 GAR Division 4 § 7101 (h). In the event the Service Provider receives discounts, rebates and or other applicable credits accruing to or received by the Service Provider or any subcontractor under the contract, to the extent those credits are allocable to the allowable portion of the cost billed to the GBHWC; allowable costs shall be paid to the Service Provider, net of all discounts, rebates and other such applicable credits. The Service Provider shall separately identify for each cost submitted for payment to the GBHWC the amount of cost that is allowable; shall identify all unallowable costs; or the Service Provider shall exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that

maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification.

The GBHWC may permit the Service Provider to report this information on a less frequent basis than monthly, but no less frequently than annually. The Service Provider shall identify the method by which it shall report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract.

SECTION V.
THE GOVERNMENT IS NOT LIABLE

- A. The GBHWC assumes no liability for any accident or injury that may occur to the 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. _____ Chapter ____ Part ____ Section ____ 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, the GBHWC in addition to other contractual rights and remedies under this contract, may withhold payment of Ten Percent (10%) of any amounts that are invoiced under this contract by the Service Provider.

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

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

work under this contract, or in the time required for this performance, an equitable adjustment shall be made and this contract shall be modified in writing accordingly in accordance with grant terms and conditions.

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:

1. Default.

If the Service Provider 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 GBHWC may notify the Service Provider in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by the GBHWC, the GBHWC may terminate the Service Provider'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 GBHWC may procure similar professional services in a manner and upon terms deemed appropriate by the GBHWC. The Service Provider shall continue performance of this contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar professional services, goods or services.

2. The Service Provider's Duties.

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

3. Compensation.

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

4. **Erroneous Termination for Default.**

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

5. **Additional Rights and Remedies.**

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

6. **Non-Profit Organization Special Reporting Requirements.**

The Service Provider, if a non-profit organization subject to Section VI Special Reporting Requirements of Non-Profit Organizations (P.L. 36-107 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 GBHWC pursuant to that section may after prior written reasonable notice to the Service Provider and the Service Provider's failure to cure the contract default, the GBHWC in addition to other contractual rights and remedies under this contract, may withhold payment of Ten Percent (10%) of any amounts that are invoiced under this contract by the Service Provider.

B. Termination for Convenience.

1. **Termination.**

The Director of the GBHWC may, when the interest of the GBHWC so requires, terminate this contract in whole or in part, for the convenience of the GBHWC.

The Director of the GBHWC shall give thirty (30) days prior written notice of the termination to the service provider specifying the part of the contract terminated and when termination becomes effective.

2. The Service Provider's Obligations.

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

3. Compensation.

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

4. Program Transition.

In the event of the termination under this Section XIV. Termination, the 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.

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 directly from a recipient client under this contract will be kept confidential and not released in a form that identifies the person without informed consent of the person, or of his or her legal representative, unless the disclosure is required by court order or for program monitoring by authorized Federal, or Guam monitoring agencies. (Ref. 45 CFR 1321.51 and 42 CFR Part II). Privacy Rule Standards for Privacy of Individually Identifiable Health Information, Ref. 45 CFR Part 160 and Part 164, Subparts A and E.

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 2023-02.

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

SECTION XXVI.
APPLICABLE LAW

The laws of Guam shall govern this 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. Grant Notice(s) of Award
2. Federal Grant Fund Assurances & Certifications
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 (FAPIIS)

(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 FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.) [85 FR 49539, Aug. 13, 2020] Appendix XII to Part 200 - Award Term and Condition for Recipient Integrity and Performance Matters

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

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative 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.

(Signature Page Follows)

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

SERVICE PROVIDER:

BY: _____

Date: _____

CERTIFIED FUNDS AVAILABLE:

BY: _____

Certifying Officer

Date: _____

Certified Amount: \$ _____

Account No: _____

Vendor No.: _____

Period: _____

APPROVED AS TO LEGALITY AND FORM:

BY _____

Douglas B. Moylan

Attorney General of Guam

Date: _____

APPROVED:

BY _____

Lourdes A. Leon Guerrero

Governor of Guam

Date: _____

GOVERNMENT OF GUAM:

GUAM BEHAVIORAL HEALTH
AND WELLNESS CENTER

BY: _____

Director

Date: _____

CLEARED PER BBMR'S REVIEW:

BY: _____

Lester L. Carlson, Jr.

Director

Date: _____

ANNUAL COST PROPOSAL RFP _____

Form F

Offeror: _____

Page 1 of 2

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

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

Cost Proposal Submitted by:

Page 2 of 2 (RFP _____)

Signature: _____

Name: _____

Title: _____

Date: _____

Offer Amount: _____

(Same Amount for each contract year)

Cost Proposal ☐ Accepted; Amount \$ _____

Cost Proposal ☐ Rejected; Reason _____

Comments/Counter offer/Negotiation:

Accepted and agreed

GBHWC:

By: _____

(Signature & Date)

Name: _____

Title: _____

Offeror:

By: _____

(Signature & Date)

Name: _____

Title: _____

GBHWC DIRECTOR'S APPROVAL



Offer is accepted and terms negotiated approved; and proceed accordingly.



Offer is not accepted. Renegotiate to reduce the offer to \$ _____ or ____% from past/or current contract.



Offer is not acceptable. Reject and negotiate with the next eligible offeror.

By: Theresa C. Arriola, Director: _____ Date: _____



Department of Health and Human Services
Substance Abuse and Mental Health Services Administration
Center for Mental Health Services

Exhibit 13

Notice of Award
FAIN# B09SM087353
Federal Award Date
11/17/2022

Recipient Information

1. Recipient Name

GUAM BEHAVIORAL HEALTH AND
WELLNESS CENTER
790 GOV CARLOS CAMACHO RD

TAMUNING, 96913

2. Congressional District of Recipient

98

3. Payment System Identifier (ID)

1980018947C1

4. Employer Identification Number (EIN)

980018947

5. Data Universal Numbering System (DUNS)

855031402

6. Recipient's Unique Entity Identifier

KMXQJ59F1RK4

7. Project Director or Principal Investigator

Theresa Arriola

theresa.arriola@gbhwc.guam.gov
671-647-5303

8. Authorized Official

THERESA ARRIOLA
theresa.arriola@gbhwc.guam.gov

Federal Agency Information

9. Awarding Agency Contact Information

Wendy Pang
Grants Management Specialist
Center for Mental Health Services
wendy.pang@samhsa.hhs.gov
(240) 276-1419

10. Program Official Contact Information

Asha Stanly

Center for Mental Health Services
asha.stanly@samhsa.hhs.gov
240-276-1845

Federal Award Information

11. Award Number

1809SM087353-01

12. Unique Federal Award Identification Number (FAIN)

B09SM087353

13. Statutory Authority

Subparts I&III,B,Title XIX,PHS Act/45 CFR Part96

14. Federal Award Project Title

Block Grants for Community Mental Health Services

15. Assistance Listing Number

93.958

16. Assistance Listing Program Title

Block Grants for Community Mental Health Services

17. Award Action Type

New Competing

18. Is the Award R&D?

No

Summary Federal Award Financial Information

19. Budget Period Start Date 10/01/2022 – End Date 09/30/2024

20. Total Amount of Federal Funds Obligated by this Action \$113,539

20 a. Direct Cost Amount \$113,539

20 b. Indirect Cost Amount \$0

21. Authorized Carryover

22. Offset

23. Total Amount of Federal Funds Obligated this budget period \$113,539

24. Total Approved Cost Sharing or Matching, where applicable \$0

25. Total Federal and Non-Federal Approved this Budget Period \$113,539

26. Project Period Start Date 10/01/2022 – End Date 09/30/2024

**27. Total Amount of the Federal Award including Approved Cost
Sharing or Matching this Project Period** \$113,539

28. Authorized Treatment of Program Income

Additional Costs

29. Grants Management Officer - Signature

Odessa Crocker

30. Remarks

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



MHBG
Department of Health and Human Services
Substance Abuse and Mental Health Services Administration
Center for Mental Health Services

Notice of Award

Issue Date: 11/17/2022

Award Number: 1B09SM087353-01

FAIN: B09SM087353-01

Contact Person: Theresa Arriola

Program: Block Grants for Community Mental Health Services

GUAM BEHAVIORAL HEALTH AND WELLNESS CENTER
790 GOV CARLOS CAMACHO RD

TAMUNING, 96913

Award Period: 10/01/2022 – 09/30/2024

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby awards a grant in the amount of \$113,539 (see "Award Calculation" in Section I) to GUAM BEHAVIORAL HEALTH AND WELLNESS CENTER in support of the above referenced project. This award is pursuant to the authority of Subparts I&III,B, Title XIX, PHS Act/45 CFR Part96 and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

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

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

Sincerely yours,
Odessa Crocker
Grants Management Officer
Division of Grants Management

See additional information below

SECTION I – AWARD DATA – 1B09SM087353-01

FEDERAL FUNDS APPROVED: \$538,205

AMOUNT OF THIS ACTION (FEDERAL SHARE): \$113,539

CUMULATIVE AWARDS TO DATE: \$113,539

UNAWARDED BALANCE OF CURRENT YEAR'S FUNDS: \$424,666

Fiscal Information:

CFDA Number: 93.958

EIN: 1980018947C1

Document Number: 23B1GUCMHS

Fiscal Year: 2023

IC	CAN	01
SM	C96J610	\$113,539

PCC: CMHS / OC: 4115

SECTION II – PAYMENT/HOTLINE INFORMATION – 1B09SM087353-01

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

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

SECTION III – TERMS AND CONDITIONS – 1B09SM087353-01**STANDARD TERMS AND CONDITIONS**

MHBG FY23 Award Terms and Reporting Requirements

REMARK:

1) Continuing Resolution

The Federal Government is working under a Continuing Resolution (CR) until December 16, 2022. This award reflects a portion of the first quarter funding of the Fiscal Year 2023 allocation. After passing the final Fiscal Year 2023 Federal budget, the allocation amount may increase, decrease, or remain the same.

STANDARD TERMS:

1) Acceptance of the Terms of an Award

By drawing or otherwise obtaining funds from the HHS Payment Management System (PMS), 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. Except for any waiver granted explicitly elsewhere in this section, this award does not constitute approval for waiver of any Federal statutory/regulatory requirements for a Mental Health Block Grant (MHBG). 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 Grants Management Officer (GMO).

Certification Statement: By drawing down funds, the recipient agrees to abide by the statutory requirements of all sections of the Mental Health Block Grant (MHBG) (Public Health Service Act, §§ 1911-1920 and §§ 1941-1957) (42 U.S.C. 300x-1-300x-9 and 300x-51-300x-67, as amended), and other administrative and legal requirements as applicable for the duration of the award.

2) Official Form Designee

The State's Chief Executive Officer, or authorized designee, is considered the official form designee for this grant. The SAMHSA Grant Management Specialist (GMS) and the MHBG Program Officer must be notified immediately before any changes in this key position are made. Please note that individuals that are suspended or debarred are prohibited from serving on Federal grant awards.

3) MHBG Administrative Requirements

This NoA issued is subject to the administrative requirements for HHS block grants under 45 CFR § 96 and 45 CFR § 75.

4) Early Serious Mental Illness Set-Aside

Pursuant to the 21st Century Cures Act, P.L. 114-255 amended § 1920(c) of the Public Health Service Act (42 U.S.C. § 300x 9(c)), States must set-aside not less than ten percent (10%) of their total MHBG allocation amount for each fiscal year to support evidence-based programs that address the needs of individuals with early serious mental illness, including psychotic disorders, regardless of the age of the individual at onset. In lieu of expending ten percent (10%) of the amount the States receives for a fiscal year,

States have the flexibility to expend not less than 20 percent (20%) of such amount by the end of the succeeding fiscal year (September 30, 2024).

5) Flowdown of requirements to sub-recipients

The grantee, 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 75.353, Sub-recipient monitoring and management.

6) Availability of Funds

Funds awarded under this grant must be obligated and expended by September 30, 2024.

7) Executive Pay

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**.

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 modify budgets to accommodate the current Executive Level II salary level. However, no additional funds will be provided to these grant awards.

8) Marijuana Restriction:

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).

9) Universal Identifier and System for Award Management (SAM) Requirements

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

A. SAM Requirement

Unless you are exempted from this requirement under 2 CFR § 25.110, you, as the recipient, must review and update your information in SAM to ensure it is current, accurate, and complete until you submit the final financial report required under this award or receive the final payment, whichever is later. You are required to review and update the information at least annually after the initial registration, or more frequently if required by changes in your information or another award term.

B. Requirement for unique entity identifier if you are authorized (reference project description) 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.

C. Definitions. For purposes of this award term:

1. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information 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 the following, as defined at 2 CFR § 25, subpart D:

- a. A governmental organization, which is a state, local government, or Indian Tribe;
- b. A foreign public entity;
- c. A domestic or foreign nonprofit organization;
- d. A domestic or foreign for-profit organization; and
- e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. Subaward:

- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you, as the recipient, award to an eligible subrecipient; and
- b. This 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 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:

- 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.

10) Federal Financial Accountability and Transparency Act (FFATA)

Reporting Subawards and Executive Compensation, 2 CFR, Appendix A to § 170

- 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 Federal Funding Accountability and Transparency Act Subaward Reporting System (<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 specified in the submission instructions posted on <http://www.fsr.gov>.

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) Eighty percent (80%) 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 § 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 <https://www.sam.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) Eighty percent (80%) 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 § 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 § 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 §. __. 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.

11) Mandatory Disclosures

Consistent with 45 CFR § 75.113, applicants and recipients must disclose in a timely manner, in writing to the HHS awarding agency with a copy 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 HHS OIG at the following address:

Attention: SAMHSA

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

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).

12) The Trafficking Victims Protection Act of 2000 (22 U.S.C. § 7104(G), as amended, and 2 C.F.R. § 175)

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: 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. The text of the full award term is available at 2 C.F.R. § 175.15(b). See <http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-sec175-15.pdf>.

13) Drug-Free Workplace Requirements

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. When the AR signed the application, the AR agreed 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. All recipients of SAMHSA grant funds must comply with the requirements in Subpart B (or Subpart C if the recipient is an individual) of § 382.

14) Lobbying

No funds provided under the attached NoA may be used by you or any sub-recipient under the grant to support lobbying activities to influence proposed or pending federal or state legislation or appropriations. The prohibition relates to the use of federal grant funds and is not intended to affect your right or that of any other organization, to petition Congress or any other level of government, using other nonfederal resources. Reference 45 CFR § 93.

15) Accessibility Provisions

Grant 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 or religion. This includes ensuring your programs are accessible to persons with limited English proficiency.

The HHS Office for Civil Rights provides guidance on complying with civil rights laws enforced by HHS. Please see:

<http://www.hhs.gov/ocr/civilrights/understanding/section1557/index.html>.

Recipients of FFA also have specific legal obligations for serving qualified individuals with disabilities. Please see

<http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html>.

Please contact the HHS Office for Civil Rights for more information about obligations and prohibitions under Federal civil rights laws at <https://www.hhs.gov/civil-rights/index.html> or call 1-800-368-1019 or TDD 1-800-537-7697. 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>.

16) Audits

Non-Federal recipients that expend \$750,000 or more in federal awards during the recipient's fiscal year must obtain an audit conducted for that year in accordance with the provisions of 45 CFR § 96.31. 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 (9) months after the FY's end of audit period. The FAC operates on behalf of OMB.

For specific questions and information concerning the submission process: Visit the Federal Audit Clearinghouse at <https://harvester.census.gov/facweb> or call FAC at the toll-free number: (800) 253-0696

17) Submitting Responses to Conditions and Reporting Requirements

Unless otherwise identified as an open revision in WebBGAS, or 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 sent to the SAMHSA GMS and the MHBG Program Officer identified in the Notice of Award.

The grant or cooperative agreement award number MUST be included in the SUBJECT line of the email.

MHBG REPORTING REQUIREMENTS:

1) Federal Financial Report (FFR) (SF-425)

The recipient is required to submit a Federal Financial Report (FFR) (SF-425) by December 29, 2024, which is ninety (90) days after the close of the statutory grant period (45 CFR § 96.30). The SF-425 shall report total funds obligated and total funds expended by the grantee.

Effective January 1, 2021, grant recipients are required to submit FFRs (SF-425) via the Payment Management System (PMS). If a grant recipient staff member responsible for FFR (SF-425) submission does not already have an account with PMS, contact PMS to get access. All inquiries should be directed to PMS. **If you have questions about how to set up a PMS account for your organization, please contact the PMS Help Desk at PMSSupport@psc.hhs.gov or 1-877-614-5533.**

Recipients must liquidate all obligations incurred under an award not later than ninety (90) days after the end of the award obligation and expenditure period (i.e., the project period), which also coincides with the due date for submission of the FFR (SF-425). 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. Accordingly, recipients are expected to complete all work and reporting within the approved project period and the ninety (90)-day post-award reconciliation/liquidation period.

Recipient withdrawal requests occurring after the liquidation period are considered late and will be denied. In rare instances, SAMHSA may approve an extension to submit a FFR (SF-425); however, this is not an extension of the ninety (90)-day post award reconciliation/liquidation period, but rather only an extension to submit the FFR (SF-425).

2) Annual Report

There is an annual report due by December 1 of the fiscal year for which the State is seeking a grant.

Title XIX, Part B, Subpart III of the Public Health Service Act (42 U.S.C. § 300x-52(a)), requires the secretary of the Department of Health and Human Services, acting through the Assistant Secretary of the Substance Abuse and Mental Health Services Administration (SAMHSA), to determine the extent to which states and jurisdictions have implemented the state plan for the prior fiscal year.

The purpose of the annual report is to provide information to assist the secretary in making this determination. States and jurisdictions are requested to prepare and submit their reports for the last completed state fiscal year (SFY), in the format provided in the guidance (<https://www.samhsa.gov/grants/block-grants>). The report must address the purposes for which the MHBG were expended, the recipients of grant funds, and the authorized activities conducted, and services purchased with such funds. Particular attention should be given to the progress made toward accomplishing the goals and performance indicators identified in the grantee's MHBG application. Grantees are required to prepare and submit their respective reports utilizing SAMHSA's Web Block Grant Application System (WebBGAS).

This report must be received by SAMHSA no later than December 1, 2023, in order for the grantee to receive its next grant. Failure to comply with these requirements may cause the initiation of enforcement actions that can culminate in discontinuation of MHBG grants.

The report must be submitted via the electronic interface, WebBGAS by December 1, 2023.

Please contact your MHBG Program Official (PPO) for additional submission information.

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

Staff Contacts:

Asha Stanly, Program Official

Phone: 240-276-1845 **Email:** asha.stanly@samhsa.hhs.gov

Wendy Pang, Grants Specialist

Phone: (240) 276-1419 **Email:** wendy.pang@samhsa.hhs.gov **Fax:** (240) 276-1430

Department of Health and Human Services
Substance Abuse and Mental Health Services Administration
Center of Mental Health Services

NOTICE OF AWARD

Block Grants for Community Mental Health Services

Award No. 1B09SM087353-01

Award Date 11/17/2022

To be published as an amendment to the RFP.



Department of Health and Human Services
Substance Abuse and Mental Health Services Administration
Center for Mental Health Services

Exhibit 14

Notice of Award
FAIN# B09SM087353
Federal Award Date
02/23/2023

Recipient Information

1. **Recipient Name**
GUAM BEHAVIORAL HEALTH & WELLNESS
CENTER
790 GOV CARLOS G CAMACHO RD

TAMUNING, 96913
2. **Congressional District of Recipient**
98
3. **Payment System Identifier (ID)**
1980018947C1
4. **Employer Identification Number (EIN)**
980018947
5. **Data Universal Numbering System (DUNS)**
855031402
6. **Recipient's Unique Entity Identifier**
KMXQJ59F1RK4
7. **Project Director or Principal Investigator**
Theresa Arriola

theresa.arriola@gbhwc.guam.gov
671-647-5303
8. **Authorized Official**
THERESA ARRIOLA
theresa.arriola@gbhwc.guam.gov

Federal Agency Information

9. **Awarding Agency Contact Information**
Wendy Pang
Grants Management Specialist
Center for Mental Health Services
wendy.pang@samhsa.hhs.gov
(240) 276-1419
10. **Program Official Contact Information**
Asha Stanly

Center for Mental Health Services
asha.stanly@samhsa.hhs.gov
240-276-1845

Federal Award Information

11. **Award Number**
6B09SM087353-01M001
12. **Unique Federal Award Identification Number (FAIN)**
B09SM087353
13. **Statutory Authority**
Subparts I&III,B,Title XIX,PHS Act/45 CFR Part96
14. **Federal Award Project Title**
Block Grants for Community Mental Health Services
15. **Assistance Listing Number**
93.958
16. **Assistance Listing Program Title**
Block Grants for Community Mental Health Services
17. **Award Action Type**
Amendment
18. **Is the Award R&D?**
No

Summary Federal Award Financial Information

19. Budget Period Start Date 10/01/2022 – End Date 09/30/2024	
20. Total Amount of Federal Funds Obligated by this Action	\$526,507
20 a. Direct Cost Amount	\$526,507
20 b. Indirect Cost Amount	\$0
21. Authorized Carryover	
22. Offset	
23. Total Amount of Federal Funds Obligated this budget period	\$526,507
24. Total Approved Cost Sharing or Matching, where applicable	\$0
25. Total Federal and Non-Federal Approved this Budget Period	\$526,507

26. Project Period Start Date 10/01/2022 – End Date 09/30/2024	
27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period	\$640,046

28. **Authorized Treatment of Program Income**
Additional Costs
29. **Grants Management Officer - Signature**
Wendy Pang

30. Remarks

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



MHBG
Department of Health and Human Services
Substance Abuse and Mental Health Services Administration

Notice of Award

Issue Date: 02/23/2023

Center for Mental Health Services

Award Number: 6B09SM087353-01M001

FAIN: B09SM087353-01

Contact Person: Theresa Arriola

Program: Block Grants for Community Mental Health Services

GUAM BEHAVIORAL HEALTH & WELLNESS CENTER
790 GOV CARLOS G CAMACHO RD

TAMUNING, 96913

Award Period: 10/01/2022 – 09/30/2024

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby awards a grant in the amount of \$526,507 (see "Award Calculation" in Section I) to GUAM BEHAVIORAL HEALTH & WELLNESS CENTER in support of the above referenced project. This award is pursuant to the authority of Subparts I&III,B, Title XIX, PHS Act/45 CFR Part96 and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

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

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

Sincerely yours,
Wendy Pang
Grants Management Officer
Division of Grants Management

See additional information below

SECTION I – AWARD DATA – 6B09SM087353-01M001

FEDERAL FUNDS APPROVED: \$640,046

AMOUNT OF THIS ACTION (FEDERAL SHARE): \$526,507

CUMULATIVE AWARDS TO DATE: \$640,046

UNAWARDED BALANCE OF CURRENT YEAR'S FUNDS: \$0

Fiscal Information:

CFDA Number: 93.958

EIN: 1980018947C1

Document Number: 23B1GUCMHS

Fiscal Year: 2023

IC	CAN	01
SM	C96J610	\$526,507

PCC: CMHS / OC: 4115

SECTION II – PAYMENT/HOTLINE INFORMATION – 6B09SM087353-01M001

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

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

SECTION III – TERMS AND CONDITIONS – 6B09SM087353-01M001**REMARKS**

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This award reflects the remaining balance of the MHBG. The amount shown as "FEDERAL FUNDS APPROVED" on page 3 under SECTION I – AWARD DATA, is the MHBG FY2023 final allocation to your state.

All previous terms and conditions remain in full force and effect.

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

Staff Contacts:

Asha Stanly, Program Official

Phone: 240-276-1845 **Email:** asha.stanly@samhsa.hhs.gov

Wendy Pang, Grants Specialist

Phone: (240) 276-1419 **Email:** wendy.pang@samhsa.hhs.gov **Fax:** (240) 276-1430

Department of Health and Human Services
Substance Abuse and Mental Health Services Administration
Center of Mental Health Services
NOTICE OF AWARD
Block Grants for Community Mental Health Services
Award No. 6B09SM087353-01-M001
Award Date 02/23/2023

To be published as an amendment to the RFP.



Department of Health and Human Services
Substance Abuse and Mental Health Services Administration
Center for Mental Health Services

Exhibit 15

Notice of Award
FAIN# X06SM088838
Federal Award Date
07/24/2023

Recipient Information

1. **Recipient Name**
GOVERNMENT OF GUAM- DEPARTMENT
OF ADMINISTRATION
590 S MARINE CORPS DRIVE STE 219 ITC
BUILDING
TAMUNING, GU 96913
2. **Congressional District of Recipient**
98
3. **Payment System Identifier (ID)**
198001894712
4. **Employer Identification Number (EIN)**
980018947
5. **Data Universal Numbering System (DUNS)**
778904292
6. **Recipient's Unique Entity Identifier**
JSDHQSHTJE7
7. **Project Director or Principal Investigator**
Theresa Arriola

theresa.arriola@gbhwc.guam.gov
8. **Authorized Official**
Theresa Arriola
theresa.arriola@gbhwc.guam.gov

Federal Agency Information

9. **Awarding Agency Contact Information**
Yan Rong
Grants Specialist
yan.rong@samhsa.hhs.gov
240-276-2259
10. **Program Official Contact Information**
Chandler Coggins
Program Official
Chandler.Coggins@samhsa.hhs.gov

Federal Award Information

11. **Award Number**
1X06SM088838-01
12. **Unique Federal Award Identification Number (FAIN)**
X06SM088838
13. **Statutory Authority**
P.L. 101-645
14. **Federal Award Project Title**
PATH
15. **Assistance Listing Number**
93.150
16. **Assistance Listing Program Title**
Projects for Assistance in Transition from Homelessness (PATH)
17. **Award Action Type**
New Competing
18. **Is the Award R&D?**
No

Summary Federal Award Financial Information

19. Budget Period Start Date 09/01/2023 – End Date 08/31/2025	
20. Total Amount of Federal Funds Obligated by this Action	\$50,000
20 a. Direct Cost Amount	\$50,000
20 b. Indirect Cost Amount	\$0
21. Authorized Carryover	
22. Offset	
23. Total Amount of Federal Funds Obligated this budget period	\$50,000
24. Total Approved Cost Sharing or Matching, where applicable	\$0
25. Total Federal and Non-Federal Approved this Budget Period	\$50,000

26. Project Period Start Date 09/01/2023 – End Date 08/31/2025	
27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period	\$50,000

28. **Authorized Treatment of Program Income**
Additional Costs
29. **Grants Management Officer - Signature**
Odessa Crocker

30. Remarks

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



PATH Formula Grant
Department of Health and Human Services
Substance Abuse and Mental Health Services Administration

Center for Mental Health Services

Notice of Award

Issue Date: 07/24/2023

Award Number: 1X06SM088838-01

FAIN: X06SM088838-01

Contact Person: Theresa Arriola

Program: PATH

GOVERNMENT OF GUAM- DEPARTMENT OF ADMINISTRATION
590 S MARINE CORPS DRIVE STE 219 ITC BUILDING

TAMUNING, GU 96913

Award Period: 09/01/2023 – 08/31/2025

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby awards a grant in the amount of \$50,000 (see "Award Calculation" in Section I) to GOVERNMENT OF GUAM- DEPARTMENT OF ADMINISTRATION in support of the above referenced project. This award is pursuant to the authority of P.L. 101-645 and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

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

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

Sincerely yours,
Odessa Crocker
Grants Management Officer
Division of Grants Management

See additional information below

SECTION I – AWARD DATA – 1X06SM088838-01

FEDERAL FUNDS APPROVED: \$50,000
AMOUNT OF THIS ACTION (FEDERAL SHARE): \$50,000
CUMULATIVE AWARDS TO DATE: \$50,000
UNAWARDED BALANCE OF CURRENT YEAR'S FUNDS: \$0
NON-FEDERAL SHARE: \$0

Fiscal Information:

CFDA Number: 93.150
EIN: 198001894712
Document Number: 23SM16052A
Fiscal Year: 2023

IC	CAN	01
SM	C96J570	\$50,000

PCC: PATH / OC: 4115

SECTION II – PAYMENT/HOTLINE INFORMATION – 1X06SM088838-01

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

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

SECTION III – TERMS AND CONDITIONS – 1X06SM088838-01**REMARKS****PATH Fiscal Year 2023 New Award**

This Notice of Award (NoA) approves payment for the Project for Assistance in

Transition from Homelessness (PATH) program.

Per the notice sent on July 13, 2023, there is a change in requirements for the period of performance, obligation, expenditure and liquidation of PATH funds to conform to the requirements in 2 CFR Part 200. Previously, PATH funds have been issued a 12-month performance (award) and obligation period, 24-month expenditure period and 27-month liquidation period.

Effective for Fiscal Year 2023, a 2-year period of performance and 2-year budget period will apply to PATH awards. Accordingly, grantees have 24 months from the beginning of the award period to obligate (expend) funds. Further, grantees must liquidate funds no later than 120 calendar days after the end date of the 2-year period of performance in accordance with 2 CFR § 200.344 (b).

STANDARD TERMS AND CONDITIONS

PATH FY 2023 Award Terms and Reporting Requirements

1) Acceptance of the Terms of an Award

By drawing or otherwise obtaining funds from the 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. 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.

Certification Statement: By drawing down funds, the recipient certifies that proper financial management controls and accounting systems, to include personnel policies and procedures, have been established to adequately administer federal awards and funds drawn down.

Recipients of Department of Health and Human Services (DHHS) grants or cooperative agreement awards must comply with all terms and conditions of their awards, including: (a) 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 of the Notice of Funding Opportunity or the NoA.

2) Key Personnel

The State PATH Contact is considered key personnel for this grant.

The SAMHSA GMO and the PATH Project Officer must be notified immediately before any changes in this key position are made. Please note that individuals that are suspended or debarred are prohibited from serving on Federal grant awards (reference 45 CFR 75.213).

3) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards

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) Part 200 as codified by HHS at 45 CFR Part 75 (Electronic Code of Federal Regulations (eCFR)).

4) Award Expectations

The recipient agrees to abide by the terms and conditions of all applicable PATH statutes, including the following:

a. State agencies must comply with statutory requirements in the PATH authorizing statutes per 521 - 535 of the Public Health Service Act (42 USC 290cc-21290cc-35, as amended, including by P.L. 101-645, Title V, Subtitle B, and P.L. 114-255, reauthorized under Section 521 of the Public Health Service (PHS) Act, (42 U.S.C. § 290cc-21) as amended, Section 9004 of the 21st Century Cures Act (P.L. 114-255), and the Consolidated Appropriations Act, 2023 (P.L. 117-328). as applicable, and as specified in the PATH funding agreement signed by the Governor or his or her designee and submitted with the PATH application.

b. The State agency designated by the Governor to be the recipient of the PATH Formula Grant will be legally and financially responsible for all aspects of the grant, including funds granted (sub-granted) to political subdivisions of the State and/or private non-profit entities.

c. Subgrants will not be made to any entity that
Has a policy of excluding individuals from mental health services due to the existence or suspicion of substance abuse; or
Has a policy of excluding individuals from substance abuse services due to the existence or suspicion of mental illness.

d. The State, in making grants to entities, will give special consideration to entities with a demonstrated effectiveness in serving homeless veterans.

e. The State agency must revise the Intended Use Plan as necessary, to reflect substantial changes in PATH-funded activities. Revised plans are subject to approval by the Center for Mental Health Services (CMHS).

f. The basis for determining the allowability of costs charged to the grant is the PATH Program authorizing statutes and in the Cost Principles under 45 CFR 75.403. In particular, grant funds may not be expended: (a) to support emergency shelters or construction of housing facilities; (b) for inpatient psychiatric or substance abuse treatment costs; or (c) make direct payments to individuals to enter treatment or continue to participate in prevention or treatment services.

g. No more than 4 percent of the payment received under the PATH Formula Grant Program may be expended on administrative expenses. Grantees must track the costs in this category with records demonstrating that the 4 percent cap has not been exceeded.

h. No more than 20 percent of the PATH Formula Grant may be expended on housing services

as defined in the PATH Legislation. Grantees must track the costs in this category with records demonstrating that the 20 percent cap has not been exceeded. This includes: (a) minor renovation, expansion, and repair of housing; (b) planning of housing; (c) technical assistance in applying for housing assistance; (d) improving the coordination of housing services; (e) security deposits; (f) the costs associated with matching eligible homeless individuals with appropriate housing situations; and (g) 1- time rental payments to prevent eviction. PATH grant funds may not be used to pay for rent or housing except as noted in (e) and (g) of this paragraph (for security deposits and one-time rental payments to prevent eviction).

5) Flow down of requirements to sub-recipients

The grantee, 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.

6) Availability of Funds

A 2-year period of performance and 2-year budget period applies to PATH grantees. Accordingly, grantees have 24 months from the beginning of the award period to obligate (expend) funds. Further, grantee must liquidate funds no later than 120 calendar days after the end date of the 2-year period of performance as specified in the terms and conditions of the Federal award (see also 2 CFR § 200.344 (b)).

7) Unallowable Costs

All costs incurred prior to the award issue date and costs not consistent with the PATH authorizing statutes per 521 - 535 of the Public Health Service Act (42 USC 290cc-21 290cc-35, as amended, including by P.L. 101-645, Title V, Subtitle B, and P.L. 114-255, as applicable, are not allowable under this award.

Per Section 531 of the Public Health Service Act (42 U.S.C. 290cc-31), the Secretary may, subject to the opportunity for a hearing, require a State to repay any payments received by the State under section 521 of this title that the Secretary determines were not expended by the State in accordance with the agreements required to be contained in the application submitted by the State pursuant to section 529 of this title.

If a State fails to make a repayment the Secretary may offset the amount of the repayment against the amount of any payment due to be paid to the State under the PATH program.

8) Program Income

PATH is subject to program income requirements under 45 CFR 75.307. Program income generated under the PATH program is additive (additional costs alternative) and must be used to further the program's objectives and is subject to the same award terms and conditions as PATH grant funds.

9) Prior Approval

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, as applicable.

Generally, items that require prior approval (i.e. formal written approval) from the GMO, as indicated in 45 CFR Part 75 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. Only responses provided by the GMO are considered valid. If SAMHSA approves the request, an amended Notice of Award (NoA) will be issued. Verbal authorization is not approval and is not a binding agreement with SAMHSA. Recipients that proceed on the basis of actions by unauthorized officials do so at their own risk, and SAMHSA is not bound by such responses.

Recipients must submit a post-award request by email to the Grants Management Specialist (GMS), and PATH Project Officer identified on the Notice of Award (NoA) for the grant. The subject line in the email must contain grant number, organization name, and state.

10) Financial Management Standards

Recipients are required to meet the standards and requirements for financial management systems set forth or referenced in 45 CFR 75.302, as applicable. The standards and requirements for a financial management system are essential to the grant relationship. SAMHSA must have an assurance that its funds will be used appropriately, adequate documentation of transactions will be maintained, and assets will be safeguarded.

Recipients must have in place accounting and internal control systems that provide for appropriate monitoring of grant accounts to ensure that obligations and expenditures are reasonable, allocable, and allowable. In addition, the systems must be able to identify large unobligated balances, accelerated expenditures, inappropriate cost transfers, and other inappropriate obligation and expenditure of funds. Grantees must notify SAMHSA when problems are identified.

Failure to establish adequate control systems constitutes a material violation of the terms of the award and can result in remedies described in 45 CFR 75.371 remedies for noncompliance.

11) Prohibition against Certain False Statements

The State, sub-recipients, and contractors carrying out PATH supported activities shall comply with the requirements of Section 532 of the Public Health Service Act (42 U.S.C. 290cc-32).

12) Non-Discrimination

The State, sub-recipients, and contractors carrying out PATH supported activities shall comply with the requirements of Section 533 of the Public Health Service Act (42 U.S.C. 290cc-33).

13) Antidiscrimination - Advancing Racial Equity and Support for Underserved Communities

You must administer your project in compliance with federal civil rights laws that prohibit discrimination on the basis of race, color, national origin, disability, age and, in some circumstances, religion, conscience, and sex (including gender identity, sexual orientation, and pregnancy). This includes taking reasonable steps to provide meaningful access to persons with limited English proficiency and providing programs that are accessible to and usable by persons with disabilities. The HHS Office for Civil Rights provides guidance on complying with civil rights laws enforced by HHS. See <https://www.hhs.gov/civil-rights/for-providers/provider-obligations/index.html> and <https://www.hhs.gov/civil-rights/for-individuals/nondiscrimination/index.html>.

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>.

14) 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.

15) Executive Pay

The Consolidated Appropriations Act, 2023 (P.L.117-328), restricts the amount of direct salary to Executive Level II of the Federal Executive pay scale. The Office of Personnel Management released new salary levels for the Executive Pay Scale and effective January 1, 2023, the salary limitation for Executive Level II is \$212,100.

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.

16) Universal Identifier and SAM Requirements

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 (reference project description) 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.

C. Definitions. For purposes of this award term:

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: a. A governmental organization, which is a state, local government, or Indian Tribe;

b. A foreign public entity;

c. A domestic or foreign nonprofit organization;

d. A domestic or foreign for-profit organization; and e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. Subaward:

a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient;

b. The term does not include your procurement of property and services needed to carry out the project or program (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: 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.

17) Federal Financial Accountability and Transparency Act (FFATA)

Reporting Subawards and Executive Compensation, 2 CFR, Appendix A to Part 170

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 specify at <http://www.fsrs.gov>.

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 <https://www.sam.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.

18) Acknowledgement of Federal Funding in communications and contracting

As required by HHS appropriations acts, all HHS recipients must acknowledge federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Recipients are required to state: (1) the percentage and dollar amounts of the total program or project costs financed with federal funds; and (2) the percentage and dollar amount of the total costs financed by nongovernmental sources.

19) Rights in Data and Publications

a. 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.

b. 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.

20) Mandatory Disclosures

a. 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:

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

b. 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 parts 180 & 376 and 31 U.S.C. 3321).

21) The Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(G)), as amended, and 2 C.F.R. PART 175

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:

- 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.

The text of the full award term is available at 2 C.F.R. § 175.15(b). See

<http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-sec175-15.pdf>.

22) Drug-Free Workplace Requirements

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. By signing the application, the authorized organizational representative (AOR) agrees that the grantee 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 part 182; HHS implementing regulations are set forth in 2 CFR part 382.400. All recipients of SAMHSA grant funds must comply with the requirements in Subpart B (or Subpart C if the recipient is an individual) of part 382.

23) Lobbying Restrictions

Per 45 CFR §75.215, Recipients are subject to the restrictions on lobbying as set forth in 45 CFR part 93.

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.

Violations of this section shall constitute as a violation of section 1352 (a) of Title 31.

24) Accessibility Provisions

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.

The HHS Office for Civil Rights also provides guidance on complying with civil rights laws enforced by HHS. Please see:

<http://www.hhs.gov/ocr/civilrights/understanding/section1557/index.html>.

Recipients of FFA also have specific legal obligations for serving qualified individuals with disabilities. Please see-

<http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html>

Please contact the HHS Office for Civil Rights for more information about obligations and

prohibitions under Federal civil rights laws at <https://www.hhs.gov/ocr/index.html> or call 1-800-368-1019 or TDD 1-800- 537-7697.

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>

25) Confidentiality of Alcohol and Drug Abuse Patient Records

Section 543 of the Public Health Service Act (42 U.S.C. 209dd-2) and the regulations at 42 CFR part 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 part 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.

26) Audits

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.

Recipients are responsible for submitting their Single Audit Reports and the Data Collections Forms (SF- FAC) electronically 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.

For specific questions and information concerning the submission process:
Visit the Federal Audit Clearinghouse at <https://harvester.census.gov/facweb>
Call FAC at the toll-free number: (800) 253-0696

27) Ad Hoc Submissions

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:

- Payroll
- Purchase orders
- Contract documentation
- Proof of project implementation

28) Submitting Responses to Conditions and Reporting Requirements

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 sent to the Grants Management Specialist and to the Government Program Official as identified in the Notice of Award.

The grant award number MUST be included in the SUBJECT line of the email.

29) Record Retention and Access

Grantees and sub-recipients must comply with regulations 45 CFR 75.364 - 75.365, and maintain records for 3 years from the date the final FFR submitted to SAMHSA, which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant or sub-grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

The awarding agency or its authorized representative may review these as well as the adequacy of the financial management system of any grantee or sub-recipients of financial assistance, as part of any post award review subsequent to the funding of a grant.

30) Marijuana Restriction

SAMHSA grant funds may not be used to purchase, prescribe, or provide marijuana or treatment using marijuana. See, e.g., 45 C.F.R. 75.300(a) (requiring HHS to ensure that Federal funding is expended in full accordance with U.S. statutory and public policy requirements); 21 U.S.C. 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase, or distribution of marijuana).

PATH Reporting Requirements

1) The Federal Financial Report (FFR)

Grantees must submit annual FFRs (SF-425) (2 CFR § 200.328). Accordingly, two FFRs are required for this award. The first FFR is due no later than 90 days after the end date of the first 12 months of the period of performance. The grantee must submit its second/FINAL FFR no later than 120 calendar days after the end date of the period of performance (2 CFR § 344). The remarks section of the FFR must indicate that it is the FINAL FFR.

Effective January 1, 2021, award recipients are required to submit the SF-425 Federal Financial Report (FFR) via the Payment Management System (PMS).

If a grant recipient staff member responsible for FFR submission does not already have an account with PMS, please [contact PMS](#) to get access. All inquiries should be directed to PMS. If you have questions about how to set up a PMS account for your organization, please contact the PMS Help Desk at PMSSupport@psc.hhs.gov or 1- 877-614-5533.

2) Annual Report

Grantees must submit an annual report as required under Section 528 of the Public Health Service Act (42 U.S.C. 290cc-28), no later than January 31st. The report must be submitted into the PATH Data Exchange at <https://pathpdx.samhsa.gov/>. Failure to comply with the above stated reporting requirement may result in actions in accordance with 45 CFR 75.371, remedies for non-compliance.

Please contact your PATH Project Officer for additional submission information.

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

Staff Contacts:

Chandler Coggins, Program Official

Email: Chandler.Coggins@samhsa.hhs.gov

Yan Rong, Grants Specialist

Phone: 240-276-2259 **Email:** yan.rong@samhsa.hhs.gov

Department of Health and Human Services
Substance Abuse and Mental Health Services Administration
Center of Mental Health Services

NOTICE OF AWARD

Projects for Assistance in Transition from Homelessness (PATH)

Award No. 1X06SM088838-01

Award Date 07/24/2023

To be published as an amendment to the RFP.

Fiscal Year 2023 Award Standard Terms

1. Acceptance of the Terms of an Award

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.

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).

2. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards

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](#).

3. Award Expectations

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).

4. Flow down of requirements to sub-recipients

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.

5. Future Spending

As indicated in the NoA, recommended future support reflects total costs (direct plus indirect). Funding is subject to the availability of Federal funds, satisfactory progress and continued funding is in the best interest of the Federal government.

6. Non-Supplant

Federal award funds must supplement, not replace (supplant) non-federal 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.

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:

- 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, refer to Part II of the [HHS Grants Policy Statement](#).

10. Carryover - Expanded Authority for Unobligated Balances from One Budget Period to Any Subsequent Budget Period

Federal administrative requirements allow agencies to provide recipients with expanded authorities, which waive certain cost-related and administrative prior approvals under certain conditions.

[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.

Recipients requesting a carryover greater than 25% of the current budget period award cannot exercise this expanded authority.

Recipients who exercise expanded authority may include an Intent to Carryover statement in the Remarks section (box 12) of the annual Federal Financial Report (FFR).

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.

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.

Additional Guidance: <https://www.samhsa.gov/grants/grants-management/post-award-amendments#carryover>

11. Marijuana Restriction

SAMHSA grant funds may not be used to purchase, prescribe, or provide marijuana or treatment using marijuana. See, e.g., [45 CFR § 75.300\(a\)](#) (requiring HHS to ensure that Federal funding is expended in full accordance with U.S. statutory and public policy requirements); 21 U.S.C. 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana).

12. Prior Approval

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.

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.

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.

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.

SAMHSA instructions regarding requests for prior approval are available at:
<https://www.samhsa.gov/grants/grants-management/post-award-amendments>

13. Executive Pay

The Consolidated Appropriations Act, 2023 (Public Law No: 117-328), signed into law on December 29, 2022, restricts the amount of direct salary to Executive Level II of the Federal Executive Pay scale. Effective January 1, 2023, the salary limitation for Executive Level II is \$212,100.

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.

14. Promotional Items

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.

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>

15. Universal Identifier and SAM Requirements

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 (reference project description) 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.

C. Definitions.

For purposes of this award term:

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](#):
 - A governmental organization, which is a state, local government, or Indian Tribe;
 - A foreign public entity;
 - A domestic or foreign nonprofit organization;
 - A domestic or foreign for-profit organization; and
 - A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. Subaward:
 - 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;
 - 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](#)).
 - A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
5. Subrecipient means an entity that:
 - receives a subaward from you under this award; and
 - is accountable to you for the use of the Federal funds provided by the subaward.

16. Financial Accountability and Transparency Act (FFATA)

The [Federal Funding Accountability and Transparency Act](#) (FFATA) was signed on September 26, 2006. The [FFATA Subaward Reporting System](#) (FSRS) is the reporting tool federal prime awardees (i.e. prime contractors and prime grants recipients) must use to capture and report subaward and executive compensation data regarding their first-tier subawards to meet the FFATA reporting requirements.

Prime contract awardees must report against sub-contracts awarded. Prime grant awardees will report against sub-grants awarded. The sub-award information you enter in FSRS will display on USASpending.gov associated with the prime award.

17. SAM.gov Responsibility Qualification (R/Q) – Recipient Integrity and Performance

Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (formerly the Federal Awardee Performance and Integrity Information System ([FAPIIS](#)) now called Responsibility/Qualification (R/Q) on SAM.gov 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:

- Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- Reached its final disposition during the most recent five-year period; and
- If one of the following:
 - A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - 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;
 - An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of

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

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

3. Reporting Procedures

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

4. Reporting Frequency

During any period of time when you are subject to 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.

5. Definitions

For purposes of this award term and condition:

- 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.

- 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.
- Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - The value of all expected funding increments under a Federal award and options, even if not yet exercised

[2 CFR Appendix XII to Part 200 - Award Term and Condition for Recipient Integrity and Performance Matters]

18. Acknowledgement of Federal Funding in communications and contracting

For each publication that results from HHS grant-supported activities, recipients must include an acknowledgment of grant support using one of the following statements:

“This publication was made possible by Grant Number _____ from _____.”

“The project described was supported by Grant Number _____ from _____.”

Recipients also must include a disclaimer stating the following:

“Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the [SAMHSA].”

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.

19. Acknowledgement of Federal Funding at Conferences and Meetings

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](#).

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:

"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."

20. Rights in Data and Publications

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](#).

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.

21. Mandatory Disclosures

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:

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

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](#)).

22. Lobbying Restrictions

Per [45 CFR §75.215](#), Recipients are subject to the restrictions on lobbying as set forth in [45 CFR § 93](#).

Lobbying with appropriated moneys, [U.S. Code 18 § 1913 \(2021\)](#), 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.

Violations of this section shall constitute as a violation of section 1352 (a) of Title 31.

23. Drug-Free Workplace

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](#).

24. Civil Right Laws that prohibit discrimination

You must administer your project in compliance with federal civil rights laws that prohibit discrimination on the basis of race, color, national origin, disability, age and, in some circumstances, religion, conscience, and sex (including gender identity, sexual orientation, and pregnancy). This includes taking reasonable steps to provide meaningful access to persons with limited English proficiency and providing programs that are accessible to and usable by persons with disabilities. The HHS Office for Civil Rights provides guidance on complying with civil rights laws enforced by HHS. See <https://www.hhs.gov/civil-rights/for-providers/provider-obligations/index.html> and <https://www.hhs.gov/civil-rights/for-individuals/nondiscrimination/index.html>.

- 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](#)

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:

- Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- Procure a commercial sex act during the period of time that the award is in effect; or,
- Use forced labor in the performance of the award or subawards under the award.

The text of the full award term is available at [2 CFR § 175.15\(b\)](#).

26. Confidentiality of Alcohol and Drug Abuse Patient Records

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.

27. Healthy People 2020

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/>

28. Accessibility Provisions

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.

The HHS Office for Civil Rights also provides guidance on complying with civil rights laws enforced by HHS. Please see:

<http://www.hhs.gov/ocr/civilrights/understanding/section1557/index.html>.

Recipients of FFA also have specific legal obligations for serving qualified individuals with disabilities. Please see-

<http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html>. Please contact the HHS Office for Civil Rights for more information about obligations and prohibitions under Federal civil rights laws at <https://www.hhs.gov/civil-rights/index.html> or call 1-800-368-1019 or TDD 1-800-537-7697.

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>.

29. Data Collection and Performance Measurement

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.

Please contact your Government Program Official for additional submission information.

30. Legislative Mandates

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>.

31. Executive Order 13410: Promoting Quality and Efficient Health Care in Federal Government Administered or Sponsored Health Care Programs

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:

- 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
- 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.

32. Audits

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](#). Guidance on determining Federal awards expended is provided in [45 CFR §75.502](#).

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.

For specific questions and information concerning the submission process:

- 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

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:

- Payroll

- Purchase orders
- Contract documentation
- Proof of project implementation

34. Submitting Responses to Conditions and Reporting Requirements

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.

35. Risk Assessment

SAMHSA may perform an administrative review of your organization's financial management system. If the review discloses material weaknesses or other financial management concerns, grant funding may be restricted in accordance with [45 CFR § 75/2 CFR § 200](#), as applicable. The restriction will affect your organization's ability to withdraw funds from the Payment Management Services account, until the concerns are addressed.

36. 120-day Reconciliation and Liquidation Period

In accordance with [2 CFR § 200.344](#), recipients must liquidate all obligations incurred under an award not later than one hundred and twenty (120) days after the end of award's obligation and expenditure period (i.e., the project period). After one hundred and twenty (120) days, letter of credit accounts are locked. SAMHSA does not approve extensions to the one hundred and twenty (120) day post-award reconciliation/liquidation period. Therefore, recipients are expected to complete all work and reporting within the approved project period and the aforementioned 120-day post-award reconciliation/liquidation period. Recipients (late) withdrawal requests occurring after the aforementioned periods will be denied.

37. Cancel Year

[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.

38. Termination

Termination [\(45 CFR § 75.372\)](#) applies to this award and states, in part, the following:

This award may be terminated in whole or in part:

- 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;
- By the HHS awarding agency (SAMHSA) or pass-through entity for cause;
- 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;
- 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.

39. Prohibition on certain tele-communications and video surveillance services or equipment

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:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- 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).
 - 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.

ACKNOWLEDGEMENT & CERTIFICATION

The undersigned acknowledges receipt of the Fiscal Year 2023 Grant Terms and agrees to comply with the terms as applicable to its organization and/or subcontractors or associates.

Name: _____

Title: _____

Signature: _____

Date: _____