# REQUEST FOR PROPOSALS

## RFP/DPHSS-2018-02

**SCREENING AND DIAGNOSTIC SERVICES FOR THE GUAM BREAST AND CERVICAL CANCER EARLY DETECTION PROGRAM**

Deadline for Submission: April 13, 2018

ISSUED ON FEBRUARY 9, 2018 BY:

**PUBLIC HEALTH DIVISION**
**Bureau of Community Health Services**
**Breast and Cervical Cancer Early Detection Program**

## CONTENTS


| Section | Description | Page |
|---|---|---|
| A. | General Information | 3-5 |
| B. | Instructions to the Offerors | 5-9 |
| C. | Contracting Information and Proposal Process | 9-17 |
| D. | Required Forms | 17-18 |
| E. | Offeror's Background Information | 18-19 |
| F. | Scope of Work | 19-22 |
| G. | Detailed Specifications | 22-24 |
| H. | Performance Indicators | 24-25 |
| I. | Clarification of Language | 25 |
| J. | Contract Terms and Conditions | 25 |
| K. | General Submission Requirements | 25-26 |
| Appendix I – 2017 & 2018 Medicare Reimbursement Rates (2017 & 2018 NBCCEDP Allowable Procedures and Relevant CPT Codes) | | 27-41 |
| Appendix II – Contract Terms and Conditions | | 42-87 |
| Appendix III – Local Forms | | 88-106 |
| Appendix IV – Federal Forms | | 107-117 |
| Appendix V – Registration Form | | 118-119 |
| Appendix VI – Offeror's Guide | | 120-123 |

## A. GENERAL INFORMATION

### 1. BACKGROUND

The Guam Department of Public Health and Social Services (DPHSS), Division of Public Health, Bureau of Community Health Services (BCHS), Guam Breast and Cervical Cancer Screening Early Detection Program (GBCCEDP**)** is requesting proposals from all qualified government and non-government medical facility(ies) or individual(s) for breast and cervical cancer screening, diagnostic, and laboratory services.

Program funding is provided by the United States Department of Health & Human Services, Centers for Disease Control and Prevention through the National Breast and Cervical Cancer Screening Early Detection Program (NBCCEDP), Grant Document Number: 1 NU58DP006269-01-00 and Catalog of Federal Domestic Assistance (CFDA) Number 93.898.

The GBCCEDP provides free screening and diagnostic services for breast and cervical cancer to qualified individuals.

The goal of this program is to reduce the breast and cervical cancer mortality and morbidity rates on Guam, especially among elderly, poor, minority and underserved individuals.

GBCCEDP is seeking to make multiple subrecipient awards in this procurement. GBCCEDP reserves the right to re-issue its procurement in keeping with the need to meet grant requirements and objectives. For example, in the event there is no award to a sub-recipient for breast or cervical cancer screening, and other diagnostic services, the GBCCEDP would need to re-procure for these services.

### 2. CONTRACTING ENTITY

Government of Guam
Department of Public Health and Social Services
Division of Public Health, Bureau of Community Health Services
Guam Breast and Cervical Cancer Early Detection Program

### 3. CONTRACT PERIOD

The contract period will commence upon the signature of the Governor of Guam through June 29, 2019 with the option to renew up to three (3) additional terms of twelve (12) months, and is subject to the appropriation, allocation, and availability of funds.

### 4. TYPE OF CONTRACT

Compensation shall be made based on **FY 2017 Medicare Part B Reimbursement Rates through June 29, 2018 and FY 2018 Medicate Part B Reimbursement Rates through June 29, 2019 (See attached Appendix I)** and thereafter on the then current

Medicare Part B Reimbursement Rate applicable to any renewal period. The compensation shall be negotiated for any future renewal terms. All compensation shall be subject to the appropriation, allocation, and availability of funds, satisfactory performance of services, and any change in Medicare Part B Reimbursement Rates.

## 5. ISSUING CONTRACT OFFICER

LEO G. CASIL
Acting Director
Department of Public Health and Social Services
123 Chalan Kareta
Mangilao, GU 96913
Telephone Number: (671) 735-7101/2
Fax Number: (671) 735-5910

## 6. CERTIFYING OFFICER

TOMMY C. TAIGAGUE
Administrative Services Officer
Department of Public Health and Social Services
123 Chalan Kareta
Mangilao, GU 96913
Tel. Number (671) 735-7107
Fax. Number (671) 735-5910

## 7. CONTRACT MANAGER

Elizabeth Guerrero
Program Coordinator III
Department of Public Health and Social Services
123 Chalan Kareta
Mangilao, GU 96913
Telephone Number: (671) 735-7303/0671/0672
Fax Number: (671) 734-7626

## 8. DEFINITIONS

The following definitions are used throughout the document.

| | |
|---|---|
| *CDC* | means the federal Centers for Disease Control and Prevention. |
| *Contractor* | means offeror awarded the contract. |
| *Department* | means the Department of Public Health and Social Services, Government of Guam. |
| *GBCCEDP* | means the Guam Breast and Cervical Early Detection Program. |
| *Government* | means the Government of Guam. |

*Offeror* means the organization, facility submitting a proposal in response to this RFP.

*Medicare Part B Reimbursement Rates* means NBCCEDP Allowable Procedures and Relevant CPT® Codes

## B. INSTRUCTIONS TO THE OFFERORS

The Offeror shall follow all instructions contained in this RFP packet according to the format provided.

1. **Registration of Contact Information:** All parties who receive an RFP, either via the website or email and who are possibly interested in submitting a proposal, must register as an interested party by filling out the **RFP/DPHSS-2018-02 RFP Registration Log** and returning it to DPHSS. Only companies who have registered with DPHSS are assured of receiving any amendments to the RFP, responses to inquiries and other procurement documentation. 5 GCA § 5220 (b) makes it clear that the procuring agency is not liable for failure to provide notice to any party who does not register contact information. Acknowledgment of receipt to all amendments and responses to inquiries is required as part of any proposal and only registered offerors will be considered as "potential offerors". DPHSS maintains a procurement registration log as to those potential offerors who pick up copies of the RFP at DPHSS. In the event the contact information for a potential offeror changes during the procurement process, it shall be the potential offeror/or offeror's responsibility to update their registration contact information with DPHSS.

2. **Right to Reject Offers and Cancel the Procurement:** DPHSS 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 DPHSS.

9. **Cover Letter.** A cover letter shall accompany the response to the RFP identifying it as the official response to the DPHSS, GBCCEDP RFP, citing the date of publication of the RFP, the RFP number and published program name. The cover letter shall contain assurances of the following:

   1. The organization understands the requirements and provisions of the "Request for Proposal" and any changes thereto, and is willing and able to provide the services specified in the RFP.

   2. The organization accepts responsibility to be in compliance with all applicable rules, regulations, statutes, and laws pertaining to the program, inclusive of procurement rules and regulations and compliance requirements as stipulated by the Government, DPHSS, GBCCEDP Program.
   3. The organization retains and shall retain the financial capability to provide the required services of this program.

4. The organization is legally qualified to contract with the Government of Guam.

5. The organization has not filed for, nor is in the process of filing for bankruptcy.

6. The organization has not retained a person to solicit or secure a territorial contract 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 purposes of securing business.

7. The organization ensures that its employees who directly provide the services which are the subject of this agreement and whose occupational titles are listed in the Wage Determination issued by the U.S. Department of Labor as made applicable to Guam by 5 GCA §5801 and §5802, now receive or will receive wages and benefits accordingly. The organization will comply with the Federal regulations on Wage Determination and will be solely responsible for submitting Standard Form 98, if positions are not listed on the current Wage Determination List.

8. The organization ensures compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 P.L. 104-191 and the federal "Standards for Privacy of Individually Identifiable Health Information" promulgated there under at 45 CFR Parts 160 and 164.

9. The organization ensures compliance relative to preventing the inappropriate disclosure and misappropriation of social security numbers. (Ref. Article 7, Title 5 GCA, Chapter 32)

10. The organization shall adhere to 5 GCA §5253 Restrictions Against Contractor Employing Convicted Sex Offenders from Working at Government of Guam Venues relative to prohibiting convicted sex offenders from being employed in the Government of Guam or by Government contractors.

11. The organization shall adhere to the terms and conditions of the federal grant provided by the United States Department of Health and Human Services, Centers for Disease Control and Prevention through the National Breast and Cervical Cancer Early Detection Program (NBCCEDP), Grant Document Number: 1 NU58DP006269-01-00 and Catalog of Federal Domestic Assistance (CFDA) Number 93.898 and as well as the Public Health Services (PHS) grants policy statements that are in effect as of the beginning of the budget period.

**10. Required Forms.** All Offerors shall submit the following notarized affidavits along with the proposals. Any proposal submitted without the five (5) required affidavits will be automatically considered non-responsive and rejected without evaluation as required by law.

a. Offeror's Profile.

Provide a brief history of the Offeror, focusing on experience/s relevant to the project. Describe the support staff, computer resources and any other resources available for the project.
Describe the products or services that you propose to provide and how they respond and relate to the requirements listed in this RFP. Provide a detailed history of screening and diagnostic and case management services experience.

b. A list of the names and addresses of any person who has held more than ten percent (10%) of the outstanding interest or shares in the organization at any time during the current contract (5 GCA, Article 3, Part D, §5233).

(1) The affidavit shall contain the number of shares or the percentage of all assets of the organization that were held by each such person during the twelve (12) month period.

(2) 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 this proposal and shall also contain the amounts of any such commission, gratuity or other compensation.

c. A non-collusion affidavit certifying that the proposal is genuine and that all statements in the affidavit and proposal are true.

d. An affidavit of the Offerors' intent to apply for a Vendor's Number with the Guam Department of Administration and a Business License with the Guam Department of Revenue and Taxation upon Notification of Award; or in accordance with Public Law 33-166, a 4% Business Privilege Tax for non-resident person/contractor will apply.

(1) Non-Resident Tax Withholding. A nonresident person without a valid Guam business license residing outside of Guam, shall be subject to a withholding assessment, the equivalent of the Guam BPT, which shall the equal to four percent (4%) of the total value of a contract awarded by all government of Guam contracts for professional services as cost of doing business with the government of Guam.

**11. Required Signature.** The authorized official of the submitting organization shall sign all copies of the cover letter to the proposal. If the Offeror is an entity other than a sole proprietor, the entity shall designate an official to act on behalf of the entity in submitting its proposal. The designation shall be made as a resolution and memorialized in minutes, as may be appropriate. A copy of the resolution or minutes shall be attached to the cover letter.

**12. Submission:**

a. Proposals shall be type written, be complete and technically accurate at the time of submission. Proposals shall be submitted on standard white paper and be clipped, stapled, or bound and submitted in a sealed envelope. The proposal, excluding budget narrative, appendices and forms shall be provided on "8.5 x 11" paper, single-spaced and single sided. Pages shall be numbered. Type size shall be no smaller than Times New Roman 12 point.

b. ***Proposals received by fax machine or email will not be accepted*.** Proposals shall be mailed or delivered to DPHSS. Mailed proposals shall be received on or before the deadline. If delivered, ensure that the envelope containing the proposal is date-stamped by the DPHSS (GBCCEDP personnel).

**Mail To:**

GUAM DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES
BUREAU OF COMMUNITY HEALTH SERVICES
Attention: Guam Breast and Cervical Cancer Early Detection Program
123 Chalan Kareta
Mangilao, Guam 96913-6304

**Deliver To:**

GUAM DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES
BUREAU OF COMMUNITY HEALTH SERVICES
Attention: Guam Breast and Cervical Cancer Early Detection Program
First Floor, Room 160
123 Chalan Kareta
Mangilao, Guam 96913-6304

c. Envelopes shall be sealed and labeled indicating the following:

**REQUEST FOR PROPOSAL**
**TO BE OPENED BY AUTHORIZED PERSONS ONLY**
**RFP/DPHSS-2018-02**
**Guam Breast and Cervical Cancer Early Detection Program**
**Submission Date: _____**
**Submission Time: _____**
**Received By: _____**
**Bureau of Community Health Services Personnel**

d. **Deadline:**

**a.** **<u>An original and five (5) copies</u>** of the proposals shall be submitted or received through the United States Postal Services system **no later than 4:00 p.m., (Guam Time) on April 13, 2018** at the Division of Public Health, Bureau of

Community Health Services, Guam Breast and Cervical Cancer Early Detection Program located in Room 160, First Floor, DPHSS, Mangilao.

**b. GBCCEDP shall not consider proposals received after the date and time specified.**

## C. CONTRACTING INFORMATION AND PROPOSAL PROCESS

Pursuant to 2 GAR Div. 4 §3114, Competitive Selection Procedures for Services Specified in §2112 (Authority to Contract for Certain Services and Approval of Contracts), the Director, DPHSS has determined in writing prior to announcing the RFP that services required meet all requirements of this section.

1. **Contracting Information:**

a. **Type of Contract.** This procurement is to establish multiple federal grant subrecipient agreements with qualified providers. Fixed cost pricing is set by Medicare Part B Reimbursement Rates. This contract provides that the Contractor shall be reimbursed for the allowable cost incurred in performing the contract, but shall not receive a fee. Compensation shall be made based on current Medicare Part B Reimbursement Rates and may be adjusted subject to the appropriation, allocation, and availability of funds, satisfactory performance of services, and any change in Medicare Part B Reimbursement rates.

b. **Term of Contract.** The contract period will commence upon the signature of the Governor of Guam through June 29, 2019, with the option to renew up to three (3) additional terms of twelve (12) months, subject to the appropriation, allocation and availability of funds.

c. **Right to Reject or Modify Contracts for Supplies and Services.** Pursuant to 5 Guam Code Annotated (GCA), Div. 1, Article 6, §5350(d), modification of changes in the scope of services is permitted provided that any variations are supported by a written determination that states the circumstances justifying such variation and provided that notice of any such material variation be stated in the RFP.

d. **Debarment or Suspension:**

(1) Violation of the terms and conditions contained in this RFP or any resultant contract, at any time before or after the award, shall be grounds for action by the DPHSS which may include, but is not limited to, the following:

a. Rejection of an offeror's proposal;

b. Suspension of the offeror from further bidding with the DPHSS for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

(2) Causes for debarment or suspension of an Offeror pursuant to 5 GCA, Article 9, §5426 include but to not limited to:

a) Conviction or commission of criminal offense as an incident to obtaining or attempting to obtain a private contract or subcontract, or in the performance of such contract or subcontract;
b) Conviction under territorial or federal statutes of embezzlement, thief, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as territorial contractor;
c) Conviction under federal statutes arising out of the submission of bids or proposal;
d) Violation of contract provision, as set forth below, of a character which is regarded by the Chief Procurement Officer, the Director of Public Works or the head of the purchasing agency to be so serious as to justify debarment action:
    (i) Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
    (ii) A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one contract or more contracts, provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment;
e) any other cause the Chief Procurement Officer, the Director of Public Works or the head of the purchasing agency determine to be so serious and compelling as to affect responsibility as territorial contractor, including debarment from other government entity for any cause listed in the regulations of the Policy office;
f) for violations of the ethical standards set forth in Article 11 of this chapter;
g) filing frivolous or fraudulent petitions, protest or appeal under § 5425(e), § 5426(f), § 5427(e) of this chapter.

(3) Decision. Chief Procurement Officer, the Director of Public Works or the head of the purchasing agency shall issue a written decision to debar or suspend. The decision shall:

(a) state the reason for action taken; and
(b) inform the debarred or suspended person involved of its right to judicial or administrative review as provided in this chapter.

(4) Notice of Decision. A copy of the decision under Subsection (c) of this section shall be mailed or otherwise furnished immediately to the debarred or suspended person and any party intervening;

(5) Finality of decision. A decision under Subsection (c) or (f) of this section shall be final and conclusive, unless fraudulent, or an appeal is taken of the Public Auditor in accordance with §5706 of this chapter;

(6) Any member of the public may petition the Chief Procurement Officer, the Director of Public Works or the head of the purchasing agency to take action to debar or suspend pursuant to Subsection (a) of this Section. An investigation of each petition shall be conducted promptly and a written report should be made of findings of fact and action taken.

2. **Proposal Process:**

a. **Clarification of Specifications.** Discrepancies, omissions, or doubts as to the meaning of the specifications of the contracting entity for interpretation, should be communicated in writing to the **Department of Public Health and Social Services** and clearly marked: **"RFP Number RFP/DPHSS-2018-02; GBCCEDP Questions."** It is preferred that questions are sent via email to: **elizabeth.guerrero@dphss.guam.gov** or via facsimile to (671) 734-7626 and must include a cover sheet clearly indicating that the transmission is to the attention of Elizabeth Guerrero, showing the total number of pages transmitted, and clearly marked "RFP Number RFP/DPHSS-2018-02; GBCCEDP Questions".

Offerors should act promptly and allow sufficient time for a reply to reach them before the submission of their proposal. Interpretation, if required, shall be in the form of a modification to the specifications and forwarded to all prospective offerors, and its receipt acknowledged by the offeror on the proposal form.

Detailed notes of oral interviews/presentations and/or demonstrations may be recorded and supplemental information (such as briefing charts, etc.) may be accepted. Additional written information gathered in this manner shall not constitute replacement of proposal contents.

Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the offeror and will not be compensated by the State.

b. **Written Inquiries.** Written inquiries concerning this RFP must be sent via email to **elizabeth.guerrero@dphss.guam.gov,** or faxed to 671-734-7626 and

addressed to Elizabeth Guerrero, by **March 30, 2018**. Written inquiries must be specific and must reference the RFP number, page, paragraph, and line or sentence to which the question relates. The DPHSS's written replies to Offeror's questions will be recognized as official only if the Offeror submits the questions in writing. Offerors are specifically cautioned that verbal discussions, questions, and replies thereto shall not have the effect of changing the provisions of the written RFP.

c. **Receipt and Handling**. Proposals and modifications shall be time-stamped upon receipt and held in a secure place until the established due date. Proposals shall not be opened publicly nor disclosed to unauthorized persons, but shall be opened in the presence of two (2) or more RFP Evaluation Committee members.

d. **Confidentiality of Trade Secrets and Nondisclosure of Data.** Any Offeror may designate those portions of the proposals that contain trade secrets or other proprietary data that may remain confidential. If the Offeror selected for award has requested in writing the nondisclosure of trade secrets and other proprietary data so identified, the Director, DPHSS or designee, shall examine the request in the proposals to determine its validity prior to entering negotiations. If the parties do not agree as to the disclosure of data in the contract, the Director, DPHSS or designee shall inform the Offeror in writing what portion of the proposal shall be disclosed and that, unless the Offeror withdraws the proposals or protests under 5 GCA, Chapter 5, Article 9 (Legal and Contractual Remedies) of the Guam Procurement Act, the proposal shall be so disclosed.

e. **Evaluation.** Proposals shall be evaluated only on the basis of evaluation factors stated in the RFP. The DPHSS reserves the right to reject any or all proposals, wholly or in part, or to award to multiple offerors in whole or in part. Additionally, the DPHSS reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal and do not improve the offeror's competitive position. All awards will be made in a manner deemed to be in the best interest of the State.

f. **Non-Obligation of the DPHSS.** This RFP does not obligate the DPHSS, GBCCEDP Program to award a contract for services or supplies.

3. **Evaluation Process:**

a. **Criteria.** Each Proposal will be evaluated by members of the RFP Evaluation Committee. This committee will consist of staff with the appropriate expertise to conduct such proposal evaluations. Names of the members of the RFP Evaluation Committee(s) will become public information, after an award is made and contract is signed by the Governor.

Prior to award, offerors are advised that only the contact individuals can clarify issues or render any opinion regarding this Request for Proposal. No employee

of the DPHSS or member of the RFP Evaluation Committee(s) is empowered to make binding statements regarding this Request for Proposal.

The criteria for determining a responsible Offeror shall include but not be limited to:

(1) The ability, capacity, and skill of the offeror to deliver and implement the services that meets the requirements of this Request for Proposal;
(2) The character, integrity, reputation, judgment, experience and efficiency of the offeror;
(3) Whether the offeror can perform the contract within the specified time frame;
(4) The quality of offeror's performance on prior contracts;
(5) Such other information that may be secured and that has bearing on the decision to award the contract;
(6) Cost; and
(7) The functionality of the offeror's equipment, including but not limited to medical equipment and office equipment.

b. **Disclosure of Information.** Discussions shall not disclose any information derived from proposals submitted by other Offerors, and the DPHSS 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.

c. **Inspection of Facilities.** The DPHSS shall have the right to inspect the proposed offices and facilities to be utilized in this program during the evaluation period to determine their suitability, compliance with guidelines, licenses, and accreditation. DPHSS and Contractor shall have periodic meetings to discuss the issues and concerns related to the provision of services and solve problems as needed.

d. **Access to Materials.** The Contractor shall provide DPHSS staff access to all materials, laboratory results and patients' records relevant to the services provided.

e. **Reference Checks.** The DPHSS reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that are identified by the Offeror in the proposal, those indicated through the explicitly specified contacts, those that are identified during the review of the proposal, or those that result from communication with other entities involved with similar projects.

Information to be requested and evaluated from references may include, but is not limited to, some or all of the following: functional and technical abilities,

communication skills and timeliness, cost and schedule estimates and accuracy, problems (poor quality deliverables, contract disputes, work stoppages, etc.), overall performance, and whether or not the reference would rehire the firm or individual. Only top scoring offerors may receive reference checks and negative references may eliminate offerors from consideration for award.

f. **Modification or Withdrawal and Rejection of Proposals.** Proposals may be modified or withdrawn by the Offeror at any time prior to the conclusion of discussions by written notification to the Director, DPHSS or designee.

4. **Proposal Evaluation Factors:**

**Total Number of Points Used to Score this Proposal is 100.**

**Scope of Work: 40 Points**

1. Plan for performing breast cancer screening such as the clinical breast exam, mammography, and other diagnostic services; cervical cancer screening such as the pelvic exam, PAP test, and other diagnostic services; quality assurance; patient navigation and case management; patient reminder system, patient education and professional education; and treatment referral services.

   a. The Contractor must have the ability to perform the above services as reflected by technical training and education, general experience, specific experience in providing the required services, and the qualifications and abilities of personnel proposed to be assigned to perform the services.
   b. The Contractor must have the personnel, equipment, and facilities to perform the services currently available or demonstrated to be made available at the time of contracting.
   c. The Contractor must participate in a minimum of two (2) mobile clinic outreaches during the contract period, and must provide clinical supplies for use.
   d. The Contractor conducting mammography screening procedures must be in compliance with the Mammography Quality Standards Act (MQSA) as amended by MQSRA of 1998 & 2004. Contractor should also be using the American College of Radiology (ACR) Breast Imaging Reporting and Data System (bi-RADS) which shall be updated and revised in accordance with the specified guidelines.

      All mammography tests must be interpreted by a licensed radiologist.

   e. All laboratory services must be performed by a CLIA - Certified Laboratory, in accordance with 42 CFR Part 493, Laboratory

Requirements Clinical Laboratory Improvement Act (CLIA), Public Health Service Act, Subpart 2, Section 353.

Pap tests (liquid-based) must be interpreted by a certified pathologist using the Bethesda Reporting System which shall be updated and revised in accordance with the specified guidelines.

**Knowledge of Business: 20 Points**

Past experience/performance of similar work with government agencies or private entities that indicates the organization's ability to provide and maintain performance of required services. The Organization should include past record(s) of upholding contractual agreements indicating its stability to provide continual quality services, including Audit Reports and the latest Program Reports, if available. Include such factors as financial management ability, control of costs, quality of work, and ability to meet schedules/ contractual requirements.

**Contractor Records Management and Reminder/Recall System: 15 Points**

The Contractor shall submit a detailed description of how records (type/results of medical and/or diagnostic services) of GBCCEDP clients will be maintained, in addition to a detailed description of the patient reminder/recall system that will be implemented for GBCCEDP clients.

**Billing: 10 Points**

Contractor shall submit a detailed description of their billing process that would provide accurate and timely invoices to the GBCCEDP designated Point of Contact for allowable services listed in the RFP.

**Cultural Competence: 5 Points**

Contractor shall submit a detailed description of how culturally competent services will be delivered to GBCCEDP clients. Culturally competent services encompass a set of behaviors, skills, attitudes, and policies that promote awareness, acceptance and respect for differences among people, by developing a flexible service delivery that can be easily adapted to meet the evolving and/or emerging needs of GBCCEDP's diverse populations.

**Respect and Dignity: 5 Points**

The contractor shall provide services in a manner which respects the dignity of each service recipients, including but not limited to provisions or accommodations.

**Client Satisfaction: 5 Points**

The contractor shall submit a detailed description of their process for the GBCCEDP clients to make complaints or raise concerns about services received.

5. **Selection Process:**

a. The Department's RFP Committee will evaluate all proposals. This evaluation committee will be comprised of members selected by the Department of Public Health and Social Services.

b. As applicable, the Evaluation Committee will consult from time to time with appropriate staff from regulatory and service agencies within the Government of Guam on compliance and technical matters they believe appropriate.

c. Proposals will be evaluated based on the criteria previously established and the Evaluation Committee will negotiate with the highest ranked proposer overall.

d. Fee schedules must conform to the current **Medicare Part B Reimbursement Rates** enclosed in the invitation packet. Any change in costs in future years shall be limited to the change in annual Medicare rates on Guam for services provided.

e. All proposals submitted in response to this request for proposal shall be uniformly evaluated based on the ability of the offeror(s) to perform the required services. Final selection will be made by the Director of the Department of Public Health and Social Services.

f. The Director, DPHSS or designee shall negotiate a contract with the best qualified Offeror(s) for the required services at a cost determined in writing to be fair and reasonable, after taking into account the estimated value of the required services, and the scope, complexity, and nature of such services. The Agreement price may be adjusted subject to the availability of federal funds, and any change in Medicare Part B rates.

g. If cost, contract requirements and contract documents are agreed upon with the best qualified Offeror(s), the contract shall be awarded to that Offeror(s).

h. ***Multiple contract awards on this RFP may be made at the sole discretion of the Department of Public Health and Social Services. GBCCEDP reserves the right to re-issue its procurement based on the Department's need to acquire a full range of services to be made available and in order to provide alternative service sites for full accessibility.***

6. **Ranking of offerors and determination of best qualified offeror(s):**

Upon conclusion of the evaluations, the points assigned by the Evaluation Committee will be tabulated and ranked. The Offeror(s) will be ranked from the highest number of points received to the lowest number. The maximum number of points an offeror may receive from a single evaluator is 100 points. The minimum number of points considered acceptable is 60. The Evaluation Committee has the

discretion to lower the threshold if none of the Offerors received more than 60 points, or if the number of Offerors responding to this Request for Proposals is less than three. The highest ranked Offeror will be considered the best qualified. The Evaluation Committee will negotiate with Offerors in the order ranked.

In case of a two-way tie, the Evaluation Committee has the discretion to decide which of the two tied offerors is better qualified. In the case of a three-way tie, or more, the Evaluation Committee has the discretion to decide the ranking of those tied.

***Multiple awards will be made under this procurement.***

7. **Failure to Negotiate Contract with Best Qualified Offeror(s):**

   a. If compensation, contract requirements or contract documents cannot be agreed upon with the best qualified Offeror(s), a written record stating the reasons therefore shall be placed in the file. The Director, DPHSS or designee shall advise such Offeror(s) of the termination of negotiations which shall be confirmed by written notice within three (3) days.

   b. Upon failure to negotiate a contract with the best qualified Offeror(s), the Director, DPHSS or designee may enter into negotiations with the next most qualified Offeror(s). If cost, contract requirements and contract documents can be agreed upon, then the contract shall be awarded to that Offeror(s). If negotiations again fail, negotiations shall be terminated as provided above and commence with the next qualified Offeror(s).

8. **Notice of Award:**

   a. Written notice of award shall be public information and be made a part of the contract file.

   b. The award of any contract, based on the proposal received in response to this RFP, is contingent upon the DPHSS, GBCCEDP Program receiving adequate funding from the Centers for Disease Control and Prevention, U.S. Department of Health and Human Services.

9. **Right to Protest and Be Heard:** Any actual or prospective Offeror who may be aggrieved in connection with the method of source selection, solicitation or award of a contract, may protest to the Director, DPHSS, in accordance with the provisions of 5 GCA, Article 9 and as otherwise provided for by law, rule or regulation.

## D. <u>REQUIRED FORMS</u>

### 1. Local Forms – (See Appendix III)

a. Affidavit Disclosing Ownership and Commission
b. Affidavit re Non-Collusion
c. Affidavit re No Gratuities or Kickbacks
d. Affidavit re Ethical Standards
e. Affidavit re Contingent Fees
f. Declaration Re Compliance with U.S. DOL Wage Determination

**2. Federal Forms – (See Appendix IV)**

a. Certification Regarding Debarment
b. Certifications and Assurances
c. Assurances Non Construction Programs

**3. Registration Form – (See Appendix V)**

## E. OFFEROR'S BACKGROUND INFORMATION

1. **Offeror's Professional History:**

a. Briefly describe the history of the Offeror, focusing on experience relevant to the project. Describe the support staff, and any other resources available for the project in your organization and its mission, as it relates to providing GBCCEDP Services, including incorporation date, if applicable, and principal sources of financial support.

b. List past experiences, if applicable, with providing GBCCEDP screening, diagnostic services and case management administered by your organization and significant accomplishments.

c. List all government and/or state or GBCCEDP contracts awarded in the previous three (3) years by title and contract amounts.

2. **Offeror's Financial Condition:**

a. If your organization was awarded a government and/or state contracts, list citations in the areas of procurement, questioned costs or material weaknesses identified by the Government and/or State through a program audit, including the status or resolution of each listed.

b. If your organization was awarded a government and/or state contract, list occurrences in which your organization failed to submit timely audits and reasons for such failure to submit.

c. List organization's defaults of material and financial obligations over Five Thousand Dollars ($5,000.00). Indicate any liens or levies attached to your organization's property or earnings as a result of such obligations, and the status and resolution of each obligation.

d. Tax-exempt organizations shall attach a copy of their latest Annual Information Return including Form 990, schedules and supporting documents (Ref. 26 CFR Part 301 §6104 (d)).

e. For new Offerors, provide a copy of your organization's latest Audit Report, and if not available, state reason.

## F. SCOPE OF WORK: PROGRAM SPECIFICATIONS

Through a cooperative agreement with the U.S. Centers for Disease Control and Prevention (CDC), the Guam Department of Public Health and Social Services is receiving federal funds to implement a Breast and Cervical Cancer Early Detection Program (GBCCEDP) for Guam's individuals over a new period of five years. GBCCEDP is in its first year of operation for the new 5-year grant period (June 30, 2017 to June 29, 2018***).***

***The GBCCEDP does not cover treatment services to individuals diagnosed with breast and/or cervical cancer***.

This project involves screening and re-screening of qualified individuals for breast and cervical cancer. It also includes referral, follow-up, tracking and recall of individuals with abnormal results to ensure that appropriate services are provided in a timely manner until the final diagnosis is made. Individuals who are diagnosed with breast or cervical cancer should be advised to return to the GBCCEDP for further evaluation and referral to the DPHSS Medical Social Services (MSS) office. The MSS social workers will provide appropriate and timely patient education related to treatment services. and provider education.

The goal of the GBCCEDP program is to reduce the breast and cervical cancer mortality rates on Guam, especially among elderly, poor, minority and underserved individuals.

The National Breast and Cervical Cancer Early Detection Program has been updated and expressly includes Breast Screening for Transgender Women. Transgender women (male-to-female), who have taken or are taking hormones and meet all program eligibility requirements, are eligible to receive breast and diagnostic services through the NBCCEDP. Therefore, federal funds may be used to screen transgender women. While CDC does not make any recommendation about routine screening among this population, grantees and providers should counsel all eligible women, including transgender women, about the benefits and harms of screening and discuss individual risk factors to determine if screening is medically indicated.

The Center of Excellence for Transgender Health and the World Professional Association for Transgender Health have developed consensus recommendations on preventative care services for the transgender population. Those recommendations include "for transwomen with past or current use, breast-screening mammography in patients over age 50 with additional risk factors (e.g. estrogen and progestin use > 5 years, positive family history,

BMI > 35)." *See National Breast and Cervical Cancer Early Detection Program Manual DP17-701 Cancer Prevention and Control Programs for State, Territorial, and Tribal Organizations (December 2017).*

The Department is in need of a qualified medical facility(ies) or individual(s), to provide some or ALL of the breast and cervical cancer screening, re-screening, diagnostic services (to include gynecological and surgical consultation services), case management, quality assurance, patient and professional education required by the GBCCEDP, as well as adjunctive activities as shall be specified.

Services that are not available at the medical facility submitting the RFP may sub-contract the service(s) to an individual or to other medical facility(ies) offering that service(s). The subcontractors must meet the following:

1. The contractor must develop written contract agreement, to include payment of services, with all subcontractors who provide services to GBCCEDP participants.
2. All subcontractors must be held subject to the same requirements as the contractor.
3. A complete copy of any and all written agreements executed between contractor and subcontractor must be provided to the GBCCEDP

Funding shall be available to any qualified facility(ies) or individual(s) that is contracted to provide all or some of the services required for the GBCCEDP clients.

The health care facility that will conduct mammography testing must be accredited Mammography Quality Service Accreditation (MQSA) certified, and use the American College of Radiology (ACR) Breast Imaging Reporting and Data System (bi-RADS), which should be updated and revised in accordance with the specified guidelines.

All mammography tests must be interpreted by a licensed radiologist.

a. All laboratory services must be performed by a CLIA - Certified Laboratory, in accordance with 42 CFR Part 493, Laboratory Requirements Clinical Laboratory Improvement Act (CLIA), Public Health Service Act, Subpart 2, Section 353.

Pap tests (liquid-based) must be interpreted by a certified pathologist using the Bethesda Reporting System which shall be updated and revised in accordance with the specified guidelines.

**Summary of Services**

The contractor shall provide the following services for the GBCCEDP to achieve the goals of early detection of breast and cervical cancer which shall include but not be limited to the following:

1. In-reach
2. Participation in mobile clinic outreaches
3. Breast and/or cervical cancer screening

4. Diagnostic follow-up for breast and/or cervical cancer
5. Patient Reminders
6. Tracking and follow-up
7. Treatment referral services
8. Patient and professional education
9. Quality assurance
10. Timely submission of Invoices, and patients' clinical, laboratory and pathology results

**In-reach**
The contractor shall process initial assessment of individuals who come as walk-ins and refer them to GBCCEDP for determination of eligibility and enrollment to the program.

**Screening Guidelines**
The contractor shall provide breast and cervical cancer screening and diagnostic, follow-up and referral in accordance with current GBCCEDP Screening Guidelines for Breast and Cervical Cancer which will be reviewed, updated and revised as required.

**Mobile Clinic Outreach**
The contractor shall have at least one service provider participate in scheduled mobile clinic outreach events, to perform breast and cervical cancer screening for GBCCEDP clients.

**Coordination**
The contractor shall designate a Point of Contact who will:
1. Manage and oversee services provided to GBCCEDP participants.
2. Recruit and perform patient reminders for special clinics.
3. Oversee and monitor compliance of the program components, policies and CDC performance indicators.
4. Attend all required meetings and trainings sponsored by GBCCEDP.

**Follow-up of Abnormal Screening**
The contractor shall designate a clinical staff that will collaborate with the GBCCEDP Coordinator to develop and implement a "patient care plan" to include the following:
1. Scheduling of diagnostic follow-up;
2. Providing assistance through the existing health care delivery system to include referral for treatment services, for participants diagnosed with breast and/or cervical cancer.

**Tracking System**
The contractor shall implement a system which shall be utilized on an ongoing basis to document and track all services provided to Program participants, in order to determine if timely and appropriate provision of services were rendered. The contractor shall complete and submit case management forms provided by the GBCCEDP.

**Education and Promotion**

1. Utilize existing health care delivery mechanisms and health promotion programs to provide public and patient education to Program participants specific on breast and cervical cancer prevention and early detection.

2. Provide professional education to clinic staff that addresses breast and cervical cancer prevention and early detection.

**Diagnosis and Referral**

The contractor shall inform all Program participants who are diagnosed with breast and/or cervical cancer, that the GBCCEDP does not offer treatment services; however, they must be referred to the GBCCEDP for documentation and referral to appropriate community services.

**Quality Assurance**

The contractor shall comply with the GBCCEDP quality assurance standards/performance indicators **(see pp 24-25)** and GBCCEDP Policies and Procedures, incorporated herein as fully written copies from the GBCCEDP. To obtain a hard copy, please contact:

Elizabeth Guerrero.
Program Coordinator III
Department of Public Health and Social Services
123 Chalan Kareta
Mangilao, GU 96913-6304
Room No: 160
Telephone Number: (671) 735-7303/70671/0672
Fax Number: (671) 734-7626
E-mail: elizabeth.guerrero@dphss.guam.gov

GBCCEDP Policies and Procedures are also available on the DPHSS website at http://www.dphss.guam.gov.

**Data and Tracking**

The contractor shall provide patient's data for each enrolled participant to the GBCCEDP, including but not limited to:

1. Patient demographics
2. Breast and cervical cancer screening and diagnostic and pathology results

**Days and Hours of Operation**

The contractor shall provide services after hours or during week-ends.

## G. DETAILED SPECIFICATION:

1. **Product and Service Requirements**

a. The Contractor will perform the activities necessary to fulfill the requirements of the GBCCEDP. The signed contract will be the controlling document relating to the scope of work to be provided by the Contractor, and will specify types and dates for deliverables which in turn will form the basis for payment to the Contractor. The Contractor will meet the following product service requirements.

b. Develop and maintain procedures to ensure confidentiality of information provided by the patients in compliance with the HIPPA regulations.

2. **Reporting Systems and Deliverables**

In full consideration for the services satisfactorily performed by the Contractor under this Agreement, the Department agrees, subject to receipt of federal funds under the Federal Grant, to pay Contractor a total amount that shall not exceed what would have been paid out under Part B of Title XVIII of the Social Security Act (42 U.S.C. 1395j et seq.) for such services. **(See Appendix I, Medicare Part B Reimbursement Rates)**

Final settlement of this Agreement shall include submission and acceptance of all required reports and material to be submitted by the Contractor to the Department, in addition to the resolution of all discrepancies in expenditures or performance of services, and completion of all other outstanding matters under this Agreement.

3. **Financial Requirements and Submission of Fees**

a. **Budget Certifying Statements**. The Applicant shall submit a statement certifying that the total bid price will include services and requirements, as described in this request for proposal, for the term of the contract period.

b. **Invoicing**. Compensation shall be made in accordance with and subject to the following conditions:

(1) Payments shall be made to the Contractor based on **Medicare Part B Reimbursement Rates** upon receipt of the original invoice for allowable services provided, and upon certification by the Director of the Department of Public Health and Social Services.

(2) Original invoices shall be certified by the Contractor to be actual and allowable expenditures incurred under this Agreement.

(3) Contractor expenditure reports shall be reviewed by the Department and shall be subject to the Department's determination of appropriateness and allow ability of the reported expenditures.

**The Invoice shall be submitted to:**
**GUAM BREAST AND CERVICAL CANCER EARLY DETECTION PROGRAM**
**Department of Public Health and Social Services**
**Bureau of Community Health Services**

**123 Chalan Kareta**
**Mangilao, Guam 96913-6304**

## H. PERFORMANCE INDICATORS

The Following Performance Standards for the Guam Breast and Cervical Cancer Early Detection Program shall be addressed in this Proposal:

The contractor shall meet or exceed all Performance Indicators as established and mandated by CDC NBCCEDP. The GBCCEDP shall use these indicators to evaluate the contractor's performance and determine contract funding levels for current and future contracts.

The Performance Indicators are:

| Indicator Type | DQIG Item | Program Performance Indicator | CDC Standard |
|---|---|---|---|
| Screening | 6.a. | Initial Pap test; Rarely or Never Screened | ≤ 20% |
| | 19.e. | Mammogram Provided to Individuals ≥ 50 Years of Age | ≥ 75% |
| Cervical Cancer Diagnostic Indicator | 11.a. | Abnormal Screening Results with Complete follow-up | ≥ 90% |
| | 16.d. | Abnormal Screening Results; Time from Screening to Diagnosis > 90 days | ≤ 25% |
| | 17. | Treatment Started for Diagnosis of HSIL, CIN II, CIN III and CIS, Invasive. | ≥ 90% |
| | 18.d. | of HSIL, CIN II, CIN III and CIS; Time from Screening to Diagnosis > 90 days | ≤ 20% |
| | 18.g. | Invasive Carcinoma; Time from Screening to Diagnosis > 90 days | ≤ 20% |
| Breast Cancer Diagnostic Indicator | 20.a | Abnormal Screening Results with Complete follow-up | ≥ 90% |
| | 25.d | Abnormal Screening Results; Time from Screening to Diagnosis > 60 days | ≤ 25% |
| | 26. | Treatment Started for Breast Cancer | ≥ 90% |
| | 27.d. | Breast Cancer; Time to Diagnosis to Treatment | ≤ 20% |

*Note:*

*HSIL (high grade intraepithelial lesion)*
*CIN II (mild cervical dysplasia/cervical intraepithelial neoplasia)*
*CIN III (moderate cervical dysplasia/cervical intraepithelial neoplasia)*
*CIS (carcinoma in situ)*

Other GBCCEDP Performance Indicators are:

| | |
|---|---|
| 1 | Patients with the following diagnoses must be referred to the GBCCEDP within 48 hours or sooner for appropriate services:<br>• HSIL (high grade intraepithelial lesion) |

| | |
|---|---|
| | • CIN II (mild cervical dysplasia/cervical intraepithelial neoplasia)<br>• CIN III (moderate cervical dysplasia/cervical intraepithelial neoplasia)<br>• CIS (carcinoma in situ)<br>• Invasive carcinoma |
| 2 | Percentage assessment incomplete (further imaging studies or film comparisons required) should not be more than 19%. |

## I. CLARIFICATION OF LANGUAGE

a. The terms "respondent," "Offeror", "proposer", and "applicant" are used synonymously in this document. "Must," "shall" and "will" denote mandatory compliance of a requirement in this document. The term "GBCCEDP", and "Program" is used synonymously with the Guam Breast and Cervical Cancer Early Detection Program of the DPHSS. The term "state" is used synonymously with the Territory of Guam and the Department of Public Health and Social Services,

b. "Demographic information" shall mean information including, but not limited to: age, gender, race and ethnicity relevant to Guam's population, citizenship, health status including pregnancy status, village/community and educational attainment and any other characteristics not necessarily identifiable to any single person, but necessary or useful for the statistical study of the population served or intended to be served by the GBCCEDP.

c. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, telephone numbers, social security numbers, driver's license numbers, other identifying numbers, and any financial identifiers.

**J. CONTRACT TERMS AND CONDITIONS:** This section shall be modified in writing at any time due to changes in Federal statutes or regulations, a material change in local law, organization, policy or state agency operation. **(See Appendix II)**

## K. GENERAL SUBMISSION REQUIREMENTS

### A. Management Proposal Specifications

The proposal shall detail the respondent's familiarity and experience with this type of service contract, and demonstrated ability to serve the GBCCEDP needs for services associated with these activities. The respondent shall detail its familiarity and ability to provide quality service, meeting industry and government guidelines. (Includes Total Description of Experience, Business Operations Requirements, Staffing Qualifications,

Data Collection and Reporting, Quality Assurance and Quality Improvement, and Workplan and Timeline.)

B. **Budget Certifying Statements**

The Applicant shall submit a statement certifying that the total bid price will include services and requirements, as described in this request for proposal, for the term of the contract period.

C. **Financial Interest**

Financial interest in the project is limited to the project itself. A proposal shall not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication or agreement as to any matter relating to such prices with any other offerors or with a competitor. In addition, the offeror is prohibited from making multiple proposals in a different form, i.e., as a prime offeror and as a subcontractor to another prime offeror.

The scope of work program specifications was prepared by Department of Public Health and Social Services' Guam Breast and Cervical Cancer Early Detection Program including: Venancio Imanil, Program Coordinator IV and Elizabeth Guerrero, Acting Program Coordinator III.

# Appendix I

## 2017 & 2018 MEDICARE PART B REIMBURSEMENT RATES

## (2017 & 2018 NBCCEDP Allowable Procedures and Relevant CPT® Codes)

# 2017 NBCCEDP Allowable Procedures and Relevant CPT® Codes

Listed below are allowable procedures and the corresponding suggested CPT codes for use in the National Breast and Cervical Cancer Early Detection Program (NBCCEDP) under these general conditions:

- New codes are indicated in bold.
- Reimbursement for treatment services is not allowed.
- The suggested CPT codes are *not* all-inclusive and grantees may utilize other, including temporary, CPT codes for an approved procedure.
- Questions regarding the appropriateness to utilize a procedure not listed in a grantee's application, should be referred to the grantee's local medical advisory board to determine if the procedure is warranted given the overall intent of the CDC funding and amount of resources available.
- The use of procedures not listed in the application should be an exception (used in less than 5% of the screening population) and not the rule.
- Grantees are required to be responsible stewards of the NBCCEDP funds and use screening and diagnostic dollars in an efficient and appropriate manner.

| OFFICE VISITS | | | MEDICARE 2017 | MOD 26 | TC |
|---|---|---|---|---|---|
| 99201 | New Patient; history, exam, straightforward decision-making; 10 minutes | | $47.77 | | |
| 99202 | New Patient; *expanded* history, exam, straightforward decision-making; 20 minutes | | $80.77 | | |
| 99203 | New Patient; *detailed* history, exam, straightforward decision-making; 30 minutes | | $115.68 | | |
| 99204 | New Patient; *comprehensive* history, exam, moderate complexity decision-making; 45 minutes | 1 | $174.25 | | |
| 99205 | New Patient; comprehensive history, exam, high complexity decision-making; 60 minutes | 1 | $218.56 | | |
| 99211 | Established Patient; evaluation and management, may not require presence of physician; 5 minutes | | $22.43 | | |
| 99212 | Established Patient; history, exam, straightforward decision-making; 10 minutes | | $47.55 | | |
| 99213 | Established Patient; *expanded* history, exam, straightforward decision-making; 15 minutes | | $78.67 | | |
| 99214 | Established Patient; *detailed* history, exam, moderately complex decision- making; 25 minutes | | $115.38 | | |
| 99385 | *Initial* comprehensive preventive medicine evaluation and management; history, examination, counseling/guidance, risk factor reduction, ordering of appropriate immunizations, lab procedures, etc; 18-39 years of age | 2 | | | |
| 99386 | Same as 99385, but 40-64 years of age | 2 | | | |
| 99387 | Same as 99385, but 65 years and older | 2 | | | |

| | | | | | |
|---|---|---|---|---|---|
| 99395 | *Periodic* comprehensive preventive medicine evaluation and management; history, examination, counseling/guidance, risk factor reduction, ordering of appropriate immunizations, lab procedures, etc; 18-39 years of age | 2 | | | |
| 99396 | Same as 99395, but 40-64 years of age | 2 | | | |
| 99397 | Same as 99395, but 65 years and older | 2 | | | |
| **99420** | **Administration and interpretation of health risk** | **15** | | | |

| BREAST SCREENING & DIAGNOSTIC PROCEDURES | | END NOTE | MEDICARE | MOD 26 | TC |
|---|---|---|---|---|---|
| 77065 | Diagnostic mammography, unilateral, includes CAD | 14 | | | |
| 77066 | Diagnostic mammography, bilateral, includes CAD | 14 | | | |
| 77067 | Screening mammography, bilateral | 14 | | | |
| 77063 | Screening digital breast Tomosynthesis, bilateral | 11 | $61.17 | $31.77 | $29.41 |
| 76098 | Radiological examination, surgical specimen | | $18.21 | $8.46 | $9.75 |
| 76641 | Ultrasound, complete examination of breast including axilla, unilateral | | $121.37 | $38.32 | $83.05 |
| 76642 | Ultrasound, limited examination of breast including axilla, unilateral | | $99.28 | $35.69 | $63.59 |
| 76942 | Ultrasonic guidance for needle placement, imaging supervision and interpretation | | $66.39 | $33.87 | $32.53 |
| 19000 | Puncture aspiration of cyst of breast | | $125.82 | | |
| 19001 | Puncture aspiration of cyst of breast, each additional cyst, *used with 19000* | | $28.63 | | |
| 19100 | Breast biopsy, percutaneous, needle core, not using imaging guidance | | $164.73 | | |
| 19101 | Breast biopsy, open, incisional | | $370.02 | | |
| 19120 | Excision of cyst, fibroadenoma or other benign or malignant tumor, aberrant breast tissue, duct lesion, nipple or areolar lesion; open; one or more lesions | | $524.41 | | |
| 19125 | Excision of breast lesion identified by preoperative placement of radiological marker; open; single lesion | | $579.52 | | |
| 19126 | Excision of breast lesion identified by preoperative placement of radiological marker, open; each additional lesion separately identified by a preoperative radiological marker | | $164.52 | | |

| | | | | | |
|---|---|---|---|---|---|
| 19081 | Breast biopsy, with placement of localization device and imaging of biopsy specimen, percutaneous; stereotactic guidance; first lesion | 9 | $788.31 | | |
| 19082 | Breast biopsy, with placement of localization device and imaging of biopsy specimen, percutaneous; stereotactic guidance; each additional lesion | 9 | $658.68 | | |
| 19083 | Breast biopsy, with placement of localization device and imaging of biopsy specimen, percutaneous; ultrasound guidance; first lesion | 9 | $765.49 | | |
| 19084 | Breast biopsy, with placement of localization device and imaging of biopsy specimen, percutaneous; ultrasound guidance; each additional lesion | 9 | $633.71 | | |
| 19085 | Breast biopsy, with placement of localization device and imaging of biopsy specimen, percutaneous; magnetic resonance guidance; first lesion | 9 | $1,171.57 | | |
| 19086 | Breast biopsy, with placement of localization device and imaging of biopsy specimen, percutaneous; magnetic resonance guidance; each additional lesion | 9 | $945.56 | | |
| 19281 | Placement of breast localization device, percutaneous; mammographic guidance; first lesion | 10 | $268.07 | | |
| 19282 | Placement of breast localization device, percutaneous; mammographic guidance; each additional lesion | 10 | $188.70 | | |
| 19283 | Placement of breast localization device, percutaneous; stereotactic guidance; first lesion | 10 | $303.93 | | |
| 19284 | Placement of breast localization device, percutaneous; stereotactic guidance; each additional lesion | 10 | $232.02 | | |
| 19285 | Placement of breast localization device, percutaneous; ultrasound guidance; first lesion | 10 | $595.01 | | |
| 19286 | Placement of breast localization device, percutaneous; ultrasound guidance; each additional lesion | 10 | $523.33 | | |
| 19287 | Placement of breast localization device, percutaneous; magnetic resonance guidance; first lesion | 10 | $998.21 | | |
| 19288 | Placement of breast localization device, percutaneous; magnetic resonance guidance; each additional lesion | 10 | $808.85 | | |
| 10021 | Fine needle aspiration without imaging guidance | | $133.50 | | |
| 10022 | Fine needle aspiration with imaging guidance | | $156.22 | | |
| 88172 | Cytopathology, evaluation of fine needle aspirate; immediate cytohistologic study | | $62.75 | $39.75 | $23.00 |
| 88173 | Cytopathology, evaluation of fine needle aspirate; *interpretation and report* | | $171.20 | $77.57 | $93.63 |
| 88305 | Surgical pathology, gross and microscopic examination | | $75.68 | $41.49 | $34.18 |

| | | | | | |
|---|---|---|---|---|---|
| 88307 | Surgical pathology, gross and microscopic examination; requiring microscopic evaluation of surgical margins | | $301.61 | $92.02 | $209.59 |
| G0202 | Screening Mammogram, Digital, Bilateral | | $154.34 | $38.57 | $115.77 |
| G0204 | Diagnostic Mammogram, Digital, Bilateral | | $190.75 | $50.54 | $140.21 |
| G0206 | Diagnostic Mammogram, Digital, Unilateral | | $150.15 | $40.59 | $109.56 |
| G0279 | Diagnostic Digital Breast Tomosynthesis, Unilateral or Bilateral | 12 | $61.17 | $31.77 | $29.41 |
| 00400 | Anesthesia for procedures on the integumentary system, anterior trunk, not otherwise specified. Medicare Base Units = 3 | 3 | $22.07 | | |
| 77053 | Mammary ductogram or galactogram, single duct | | $66.21 | $19.19 | $47.02 |
| 77058 | Magnetic Resonance Imaging, breast, with and/or without contrast, unilateral | 8 | $577.72 | $85.87 | $491.85 |
| 77059 | Magnetic Resonance Imaging, breast, with and/or without contrast, bilateral | 8 | $577.72 | $85.87 | $491.85 |
| Various | Pre-operative testing; CBC, urinalysis, pregnancy test, etc. These procedures should be medically necessary for the planned surgical procedure. | | | | |

| CERVICAL SCREENING & DIAGNOSTIC PROCEDURES | | END NOTE | MEDICARE | MOD 26 | TC |
|---|---|---|---|---|---|
| 88164 | Cytopathology (conventional Pap test), slides cervical or vaginal reported in Bethesda System, manual screening under physician supervision | | $14.49 | | |
| 88165 | Cytopathology (conventional Pap test), slides cervical or vaginal reported in Bethesda System, manual screening and rescreening under physician supervision | | $14.49 | | |
| 88141 | Cytopathology, cervical or vaginal, any reporting system, *requiring interpretation by physician* | | $35.43 | | |
| 88142 | Cytopathology (liquid-based Pap test) cervical or vaginal, collected in preservative fluid, automated thin layer preparation; manual screening under physician supervision | | $27.79 | | |
| 88143 | Cytopathology, cervical or vaginal, collected in preservative fluid, automated thin layer preparation; manual screening and rescreening under physician supervision | 4 | $27.79 | | |
| 88174 | Cytopathology, cervical or vaginal, collected in preservative fluid, automated thin layer preparation; screening by automated system, under physician supervision | 4 | $29.31 | | |

| | | | | | |
|---|---|---|---|---|---|
| 88175 | Cytopathology, cervical or vaginal, collected in preservative fluid, automated thin layer preparation; screening by automated system and manual rescreening, under physician supervision | 4 | $36.34 | | |
| 87624 | Human Papillomavirus, high-risk types | 5 | $48.14 | | |
| **87625** | **Human Papillomavirus, types 16 and 18 only** | **5** | $48.14 | | |
| 57452 | Colposcopy of the cervix | | $116.34 | | |
| 57454 | Colposcopy of the cervix, with biopsy and endocervical curettage | | $161.63 | | |
| 57455 | Colposcopy of the cervix, with biopsy | | $152.05 | | |
| 57456 | Colposcopy of the cervix, with endocervical curettage | | $143.67 | | |
| 57460 | Colposcopy with loop electrode biopsy(s) of the cervix | 6 | $309.32 | | |
| 57461 | Colposcopy with loop electrode conization of the cervix | 6 | $348.21 | | |
| 57500 | Cervical biopsy, single or multiple, or local excision of lesion, with or without fulguration (separate procedure) | | $140.48 | | |
| 57505 | Endocervical curettage (not done as part of a dilation and curettage) | | $110.52 | | |
| 57520 | Conization of cervix, with or without fulguration, with or without dilation and curettage, with or without repair; cold knife or laser | 6 | $328.38 | | |
| 57522 | Loop electrode excision procedure | 6 | $280.69 | | |
| 58100 | Endometrial sampling (biopsy) with or without endocervical sampling (biopsy), without cervical dilation, any method (separate procedure) | | $116.37 | | |
| 58110 | Endometrial sampling (biopsy) performed in conjunction with colposcopy (List separately in addition to code for primary procedure) | | $50.39 | | |
| 88305 | Surgical pathology, gross and microscopic examination | | $75.68 | $41.49 | $34.18 |
| 88331 | Pathology consultation during surgery, first tissue block, with frozen section(s), single specimen | | $106.63 | $69.13 | $37.50 |
| 88332 | Pathology consultation during surgery, each additional tissue block, with frozen section(s) | | $58.10 | $34.28 | $23.83 |
| 88342 | Immunohistochemistry or immunocytochemistry, per specimen; initial single antibody stain procedure | | $120.68 | $38.87 | $81.81 |

| | | | | | |
|---|---|---|---|---|---|
| 88341 | Immunohistochemistry or immunocytochemistry, per specimen; each additional single antibody stain procedure (List separately in addition to code for primary procedure) | | $103.19 | $31.13 | $72.06 |
| 99070 | Supplies and materials (except spectacles), provided by the physician over and above those usually included with the office visit or other services rendered (list drugs, rays, supplies, or materials provided) | 7 | | | |
| Various | Pre-operative testing; CBC, urinalysis, pregnancy test, etc. These procedures should be medically necessary for the planned surgical procedure. | | | | |

| Ambulatory Surgical Center (ASC) Payment Rates | | | |
|---|---|---|---|
| | | End Note | MEDICARE 2017 |
| *19000 SG* | Aspiration of cyst | | $79.18 |
| 19125 SG | Excision | | $987.46 |

| PROCEDURES SPECIFICALLY NOT ALLOWED | | END NOTE |
|---|---|---|
| Any | Treatment of breast cancer, cervical intraepithelial neoplasia and cervical cancer. | |
| Any | Computer Aided Detection (CAD) in breast cancer screening or diagnostics | |
| **77061** | **Breast Tomosynthesis, unilateral** | 13 |
| **77062** | **Breast Tomosynthesis, bilateral** | 13 |
| **87623** | **Human Papillomavirus, low-risk types** | |

| END NOTES | |
|---|---|
| 1 | All consultations should be billed through the standard "new patient" office visit CPT codes: 99201-99205. Consultations billed as 99204 or 99205 must meet the criteria for these codes. These codes (99204-99205) are typically not appropriate for NBCCEDP screening visits. |
| 2 | The type and duration of office visits should be appropriate to the level of care necessary for accomplishing screening and diagnostic follow-up within the NBCCEDP. Reimbursement rates should not exceed those published by Medicare. While the use of 993XX-series codes may be necessary in some programs, the 993XX Preventive Medicine Evaluation visits themselves are not appropriate for the NBCCEDP. 9938X codes shall be reimbursed at or below the 99203 rate, and 9939X codes shall be reimbursed at or below the 99213 rate. |
| 3 | Medicare's methodology for the payment of anesthesia services are outlined in the Medicare Claims Processing Manual, Chapter 12, pages 99-107, available here: http://www.cms.hhs.gov/manuals/downloads/clm104c12.pdf The carrier-specific Medicare anesthesia conversion rates are available here: http://www.cms.hhs.gov/center/anesth.asp |
| 4 | These procedures may be reimbursed at their own Medicare rates. |

| | |
|---|---|
| 5 | HPV DNA testing is a reimbursable procedure if used for screening in conjunction with Pap testing or for follow-up of an abnormal Pap result or surveillance as per ASCCP guidelines. It is not reimbursable as a primary screening test for individuals of all ages or as an adjunctive screening test to the Pap for individuals under 30 years of age. Providers should specify the high-risk HPV DNA panel only. Reimbursement of screening for low-risk HPV types is not permitted.<br><br>CDC allows for reimbursement of Cervista HPV HR at the same rate as the Digene Hybrid-Capture 2 HPV DNA Assay.<br><br>**CDC funds may be used for reimbursement of HPV genotyping.** |
| 6 | A LEEP or conization of the cervix, as a diagnostic procedure, may be reimbursed based on ASCCP recommendations. Grantees are strongly encouraged to develop policies to closely monitor these procedures and should pre-authorize this service for reimbursement by having it medical advisory board or designated clinical representative(s) review these cases in advance, and on an individual basis. |
| 7 | This charge should be used with caution to ensure that programs do not reimburse for supplies, the cost of which, has already been accounted for in another clinical charge. |
| 8 | Breast MRI can be reimbursed by the NBCCEDP in conjunction with a mammogram when a client has a BRCA mutation, a first-degree relative who is a BRCA carrier, or a lifetime risk of 20-25% or greater as defined by risk assessment models such as BRCAPRO that are largely dependent on family history. Breast MRI can also be used to better assess areas of concern on a mammogram or for evaluation of a client with a past history of breast cancer after completing treatment. Breast MRI should never be done alone as a breast cancer screening tool. Breast MRI cannot be reimbursed for by the NBCCEDP to assess the extent of disease in a individuals who is already diagnosed with breast cancer. |
| 9 | Codes 19081-19086 are to be used for breast biopsies that include image guidance, placement of localization device, and imaging of specimen. These codes should not be used in conjunction with 19281-19288. |
| 10 | Codes 19281-19288 are for image guidance placement of localization device without image-guided biopsy. These codes should not be used in conjunction with 19081-19086. |
| 11 | List separately in addition to code for primary procedure G0202. |
| 12 | List separately in addition to G0204 or G0206 |
| 13 | These procedures have not been approved by coverage by Medicare. |
| 14 | Due to Medicare claims processing issues, CMS will not be able to process the new CPT codes. Therefore no reimbursement fees have been assigned to these codes. Grantees should use only G0202, G0204 and G0206 until this has been resolved. It is expected that these codes will be operationalized by 2018. |
| 15 | Appropriate for use of breast risk assessment tools during an office visit. The modifier -25 should be added to the appropriate office visit CPT to indicate a separate service done on same day. |

*CPT codes, descriptions and other data only are copyright of the American Medical Association.*
*All Rights Reserved (or such other date of publication of CPT).*
*"CPT" is a trademark of the American Medical Association.*

**PAGE INTENTIONALLY LEFT BLANK**

# 2018 NBCCEDP Allowable Procedures and Relevant CPT® Codes

Listed below are allowable procedures and the corresponding suggested Current Procedural Terminology (CPT) codes for use in the National Breast and Cervical Cancer Early Detection Program (NBCCEDP) under these general conditions—

- Grantees are required to be responsible stewards of the NBCCEDP funds and use screening and diagnostic dollars in an efficient and appropriate manner.
- When questions arise regarding the appropriateness to use a specific CPT code, the grantee should discuss with their local medical consultants and CDC program consultant to determine appropriateness.
- The CPT codes listed are not all-inclusive and grantees may add other, including temporary, CPT codes for an approved procedure.

| CPT Code | Office Visits | End Note | Medicare | Mod 26 | TC |
|---|---|---|---|---|---|
| 99201 | New patient; history, exam, straightforward decision-making; 10 minutes | | $48.52 | | |
| 99202 | New patient; *expanded* history, exam, straightforward decision-making; 20 minutes | | $81.08 | | |
| 99203 | New patient; *detailed* history, exam, straightforward decision-making; 30 minutes | | $115.54 | | |
| 99204 | New patient; *comprehensive* history, exam, moderate complexity decision-making; 45 minutes | 1 | $174.94 | | |
| 99205 | New patient; comprehensive history, exam, high complexity decision-making; 60 minutes | 1 | $219.24 | | |
| 99211 | Established patient; evaluation and management, may not require presence of physician; 5 minutes | | $24.03 | | |
| 99212 | Established patient; history, exam, straightforward decision-making; 10 minutes | | $47.89 | | |
| 99213 | Established patient; *expanded* history, exam, straightforward decision-making; 15 minutes | | $78.58 | | |
| 99214 | Established patient; *detailed* history, exam, moderately complex decision-making; 25 minutes | | $115.67 | | |
| 99385 | *Initial* comprehensive preventive medicine evaluation and management; history, examination, counseling and guidance, risk factor reduction, ordering of appropriate immunizations and lab procedures; 18 to 39 years of age | 2 | | | |
| 99386 | Same as 99385, but 40 to 64 years of age | 2 | | | |
| 99387 | Same as 99385, but 65 years of age or older | 2 | | | |
| 99395 | *Periodic* comprehensive preventive medicine evaluation and management; history, examination, counseling and guidance, risk factor reduction, ordering of appropriate immunizations and lab procedures; 18 to 39 years of age | 2 | | | |
| 99396 | Same as 99395, but 40 to 64 years of age | 2 | | | |

| | | | | | |
|---|---|---|---|---|---|
| 99397 | Same as 99395, but 65 years of age or older | 2 | | | |

CPT is a registered trademark of the American Medical Association.

| CPT Code | Breast Cancer Screening and Diagnostic Procedures | End Note | Medicare | Mod 26 | TC |
|---|---|---|---|---|---|
| 77065 | Diagnostic mammography, unilateral, includes CAD | | $152.63 | | |
| 77066 | Diagnostic mammography, bilateral, includes CAD | | $193.12 | | |
| 77067 | Screening mammography, bilateral | | $155.97 | | |
| 77063 | Screening digital breast tomosynthesis, bilateral | 3 | $60.65 | $31.36 | $29.29 |
| G0279 | Diagnostic digital breast tomosynthesis, unilateral or bilateral | 4 | $60.65 | $31.36 | $29.29 |
| 76098 | Radiological examination, surgical | | $18.58 | $8.46 | $10.12 |
| 77053 | Mammary ductogram or galactogram, single duct | | $65.62 | $18.78 | $46.84 |
| 77058 | Magnetic resonance imaging (MRI), breast, with and/or without contrast, unilateral | 5 | $608.03 | $85.48 | $522.55 |
| 77059 | Magnetic resonance imaging (MRI), breast, with and/or without contrast, bilateral | 5 | $608.03 | $85.48 | $522.55 |
| 76641 | Ultrasound, complete examination of breast including axilla, unilateral | | $121.47 | $38.33 | $83.14 |
| 76642 | Ultrasound, limited examination of breast including axilla, unilateral | | $99.04 | $35.70 | $63.34 |
| 76942 | Ultrasonic guidance for needle placement, imaging supervision and interpretation | | $65.87 | $33.88 | $31.99 |
| 19000 | Puncture aspiration of cyst of breast | | $125.53 | | |
| 19001 | Puncture aspiration of cyst of breast, each additional cyst, *used with 19000* | | $28.62 | | |
| 19100 | Breast biopsy, percutaneous, needle core, not using imaging guidance | | $164.80 | | |
| 19101 | Breast biopsy, open, incisional | | $370.99 | | |
| 19120 | Excision of cyst, fibroadenoma or other benign or malignant tumor, aberrant breast tissue, duct lesion, nipple or areolar lesion; open; one or more lesions | | $526.66 | | |
| 19125 | Excision of breast lesion identified by preoperative placement of radiological marker; open; single lesion | | $581.51 | | |
| 19126 | Excision of breast lesion identified by preoperative placement of radiological marker, open; each additional lesion separately identified by a preoperative radiological marker | | $163.96 | | |
| 19081 | Breast biopsy, with placement of localization device and imaging of biopsy specimen, percutaneous; stereotactic guidance; first lesion | 6 | $785.78 | | |

| | | | | | |
|---|---|---|---|---|---|
| 19082 | Breast biopsy, with placement of localization device and imaging of biopsy specimen, percutaneous; stereotactic guidance; each additional lesion | 6 | $656.50 | | |
| 19083 | Breast biopsy, with placement of localization device and imaging of biopsy specimen, percutaneous; ultrasound guidance; first lesion | 6 | $765.07 | | |
| 19084 | Breast biopsy, with placement of localization device and imaging of biopsy specimen, percutaneous; ultrasound guidance; each additional lesion | 6 | $630.78 | | |
| 19085 | Breast biopsy, with placement of localization device and imaging of biopsy specimen, percutaneous; magnetic resonance guidance; first lesion | 6 | $1,151.67 | | |
| 19086 | Breast biopsy, with placement of localization device and imaging of biopsy specimen, percutaneous; magnetic resonance guidance; each additional lesion | 6 | $940.85 | | |
| 19281 | Placement of breast localization device, percutaneous; mammographic guidance; first lesion | 7 | $267.89 | | |
| 19282 | Placement of breast localization device, percutaneous; mammographic guidance; each additional lesion | 7 | $188.61 | | |
| 19283 | Placement of breast localization device, percutaneous; stereotactic guidance; first lesion | 7 | $304.03 | | |
| 19284 | Placement of breast localization device, percutaneous; stereotactic guidance; each additional lesion | 7 | $231.99 | | |
| 19285 | Placement of breast localization device, percutaneous; ultrasound guidance; first lesion | 7 | $595.56 | | |
| 19286 | Placement of breast localization device, percutaneous; ultrasound guidance; each additional lesion | 7 | $525.62 | | |
| 19287 | Placement of breast localization device, percutaneous; magnetic resonance guidance; first lesion | 7 | $990.16 | | |
| 19288 | Placement of breast localization device, percutaneous; magnetic resonance guidance; each additional lesion | 7 | $805.60 | | |
| 10021 | Fine needle aspiration without imaging guidance | | $133.27 | | |
| 10022 | Fine needle aspiration with imaging guidance | | $155.90 | | |
| 88172 | Cytopathology, evaluation of fine needle aspirate; immediate cytohistologic study to determine adequacy of specimen(s) | | $63.48 | | |
| 88173 | Cytopathology, evaluation of fine needle aspirate; *interpretation and report* | | $172.90 | | |
| 88305 | Surgical pathology, gross and microscopic examination | | $75.96 | | |
| 88307 | Surgical pathology, gross and microscopic examination; requiring microscopic evaluation of surgical margins | | $299.97 | | |
| 88360 | Morphometric analysis, tumor immunohistochemistry, per specimen; manual | | $151.35 | | |
| 88361 | Morphometric analysis, tumor immunohistochemistry, per specimen; using computer-assisted technology | | $164.44 | | |
| 00400 | Anesthesia for procedures on the integumentary system, anterior trunk, not otherwise specified. | | $22.19 | | |
| Various | Pre-operative testing; complete blood count, urinalysis, pregnancy test, or other procedures medically necessary for the planned surgical procedure. | | | | |

| CPT Code | Cervical Cancer Screening and Diagnostic Procedures | End Note | Medicare | Mod 26 | TC |
|---|---|---|---|---|---|
| 88164 | Cytopathology (conventional Pap test), slides cervical or vaginal reported in Bethesda System, manual screening under physician supervision | | $14.65 | | |
| 88165 | Cytopathology (conventional Pap test), slides cervical or vaginal reported in Bethesda System, manual screening and rescreening under physician supervision | | $42.22 | | |
| 88141 | Cytopathology, cervical or vaginal, any reporting system, *requiring interpretation by physician* | | $35.38 | | |
| 88142 | Cytopathology (liquid-based Pap test) cervical or vaginal, collected in preservative fluid, automated thin layer preparation; manual screening under physician supervision | | $25.01 | | |
| 88143 | Cytopathology, cervical or vaginal, collected in preservative fluid, automated thin layer preparation; manual screening and rescreening under physician supervision | | $25.01 | | |
| 88174 | Cytopathology, cervical or vaginal, collected in preservative fluid, automated thin layer preparation; screening by automated system, under physician supervision | | $26.38 | | |
| 88175 | Cytopathology, cervical or vaginal, collected in preservative fluid, automated thin layer preparation; screening by automated system and manual rescreening, under physician supervision | | $32.71 | | |
| 87624 | Human Papillomavirus, high-risk types | 8 | $43.33 | | |
| 87625 | Human Papillomavirus, types 16 and 18 only | 8 | $43.33 | | |
| 57452 | Colposcopy of the cervix | | $115.82 | | |
| 57454 | Colposcopy of the cervix, with biopsy and endocervical curettage | | $160.48 | | |
| 57455 | Colposcopy of the cervix, with biopsy | | $151.50 | | |
| 57456 | Colposcopy of the cervix, with endocervical curettage | | $143.12 | | |
| 57460 | Colposcopy with loop electrode biopsy(s) of the cervix | | $307.52 | | |
| 57461 | Colposcopy with loop electrode conization of the cervix | | $345.99 | | |
| 57500 | Cervical biopsy, single or multiple, or local excision of lesion, with or without fulguration (separate procedure) | | $139.80 | | |
| 57505 | Endocervical curettage (not done as part of a dilation and curettage) | | $110.78 | | |
| 57520 | Conization of cervix, with or without fulguration, with or without dilation and curettage, with or without repair; cold knife or laser | | $328.38 | | |
| 57522 | Loop electrode excision procedure | | $280.02 | | |
| 58100 | Endometrial sampling (biopsy) with or without endocervical sampling (biopsy), without cervical dilation, any method (separate procedure) | | $115.44 | | |

| | | | | | |
|---|---|---|---|---|---|
| 58110 | Endometrial sampling (biopsy) performed in conjunction with colposcopy (List separately in addition to code for primary procedure) | | $50.59 | | |
| 88305 | Surgical pathology, gross and microscopic examination | | $75.96 | $41.50 | $34.46 |
| 88307 | Surgical pathology, gross and microscopic examination; requiring microscopic evaluation of surgical margins | | | | |
| 88331 | Pathology consultation during surgery, first tissue block, with frozen section(s), single specimen | | $107.30 | $69.54 | $37.76 |
| 88332 | Pathology consultation during surgery, each additional tissue block, with frozen section(s) | | $58.83 | $34.27 | $24.56 |
| 88342 | Immunohistochemistry or immunocytochemistry, per specimen; initial single antibody stain procedure | | $123.66 | $38.87 | $84.79 |
| 88341 | Immunohistochemistry or immunocytochemistry, per specimen; each additional single antibody stain procedure (List separately in addition to code for primary procedure) | | $105.39 | $31.13 | $74.26 |
| 99070 | Supplies and materials (except spectacles), provided by the physician over and above those usually included with the office visit or other services rendered (list drugs, trays, supplies, or materials provided) | | | | |
| Various | Pre-operative testing; CBC, urinalysis, pregnancy test, etc. These procedures should be medically necessary for the planned surgical procedure. | | | | |

| CPT Code | Procedures Specifically Not Allowed | End Note |
|---|---|---|
| Any | Treatment of breast cancer, cervical intraepithelial neoplasia and cervical cancer. | |
| 77061 | Breast tomosynthesis, unilateral | 9 |
| 77062 | Breast tomosynthesis, bilateral | 9 |
| 87623 | Human papillomavirus, low-risk types | |

| End Note | Description |
|---|---|
| 1 | All consultations should be billed through the standard “new patient” office visit CPT codes 99201–99205. Consultations billed as 99204 or 99205 must meet the criteria for these codes. These codes (99204–99205) are typically not appropriate for NBCCEDP screening visits. |
| 2 | The type and duration of office visits should be appropriate to the level of care needed to accomplish screening and diagnostic follow-up within the NBCCEDP. Reimbursement rates should not exceed those published by Medicare. While some programs may need to use 993XX-series codes, 993XX Preventive Medicine Evaluation visits are not appropriate for the NBCCEDP. 9938X codes shall be reimbursed at or below the 99203 rate, and 9939X codes shall be reimbursed at or below the 99213 rate. |
| 3 | List separately in addition to code for primary procedure 77067. |
| 4 | List separately in addition to 77065 or 77066. |
| 5 | Breast MRI can be reimbursed by the NBCCEDP in conjunction with a mammogram when a client has a BRCA gene mutation, a first-degree relative who is a BRCA carrier, or a lifetime risk of 20% or greater as defined by risk assessment models such as BRCAPRO that depend largely on family history. Breast MRI also can be used to assess areas of concern on a mammogram, or to evaluate a client with a history of breast cancer after completing treatment. Breast MRI should never be done alone as a breast cancer screening tool. Breast MRI cannot be reimbursed for by the NBCCEDP to assess the extent of disease in women who have just been diagnosed with breast cancer. |
| 6 | Codes 19081–19086 are to be used for breast biopsies that include image guidance, placement of a localization device, and imaging of specimen. They should not be used in conjunction with 19281–19288. |

| | |
|---|---|
| 7 | Codes 19281–19288 are for image guidance placement of a localization device without image-guided biopsy. These codes should not be used in conjunction with 19081–19086. |
| 8 | HPV DNA testing is not a reimbursable procedure if used as an adjunctive screening test to the Pap for women under 30 years of age. |
| 9 | These procedures have not been approved for coverage by Medicare. |

*CPT codes, descriptions and other data only are copyright of the American Medical Association.*
*All Rights Reserved (or such other date of publication of CPT).*
*"CPT" is a trademark of the American Medical Association.*

# APPENDIX II

## CONTRACT TERMS AND CONDITIONS DPHSS- GBCCEDP

## CONTRACT TERMS AND CONDITIONS DPHSS- GBCCEDP

The contract to be entered into between DPHSS and the awarded Offeror herein will include the Notice of Grant Award Terms and Conditions Grant Document Number: 1 NU58DP006269-01-00 attached hereto and incorporated herein as if fully rewritten, and the following terms and conditions in some form if required by law.

### A. GUAM TAXES

(1**) Guam Income Taxes**. If any work is to be performed on Guam, then the offeror may be subject to Guam Income Taxes as well as all other applicable taxes on Guam transactions. Specific information on Guam taxes may be obtained from the Director of the Department of Revenue and Taxation, Government of Guam, PO Box 23607, GMF Guam 96921.

(2) **Non-Resident Tax Withholding.** A nonresident person without a valid Guam business license residing outside of Guam, shall be subject to a withholding assessment, the equivalent of the Guam BPT, which shall the equal to four percent (4%) of the total value of a contract be awarded by all government of Guam contracts for professional services as cost of doing business with the government of Guam.

### B. EQUAL EMPLOYMENT OPPORTUNITY

Contractor may not discriminate against its employees or applicants for employment because of race, creed, color or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated, equally without regard to their race, creed, color or national origin.

### C. ASSIGNMENT

The contract or any sums due to the contractor may not be assigned without the prior approval of the government.

### D. COMPLIANCE WITH AMERICAN WITH DISABILITIES ACT (ADA)

Contractor must meet all requirements of the Americans with Disabilities Act.

### E. INDEPENDENT CONTRACTOR STATUS

Contractor understands that its relationship with the government is as an independent consultant or contractor, and not as an employee of the government. 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.

### F. INTEGRATION

The contract shall supersede any and all other prior agreements, either oral or in writing, between the parties with respect to the retainer of the chosen offeror, and contains all the

covenants and agreements between such parties with respect to the retainer in any manner whatsoever. Each party to the contract shall acknowledge that no agreements otherwise have been made by any party, or anyone acting on behalf of any party, which are not embodied within the contract and that no other agreement, statement, or promise not contained in the contract will be valid or binding.

## G. RESPONSIBILITY FOR ACCURACY OF WORK

The contractor shall be responsible for the professional and technical accuracy of all work and materials furnished under the contract. The contractor shall, without additional cost to the government, correct or revise all errors of deficiencies in its work. The awarded offeror shall agree to devote his or 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. The government'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 contractor's failure to perform the services required; and the awarded offeror shall be and remain liable to the government of Guam for all costs of any kind which may be incurred as a result of contractor's negligent performance of any of the services required to be performed under the contract.

## H. SUBCONTRACTING OF AGREEMENT

Because of the nature of the work, the contractor may not subcontract any part of the services required under the contract without the prior written consent of the government.

## I. GENERAL COMPLIANCE WITH LAWS

Contractor shall comply with all federal and local laws and regulations applicable to the services provided. A complete copy of the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and 45 CFR Part 75, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards is available at the federal granting agency's website: https://www.cdc.gov/grants/federalregulationspolicies/index.html, and is incorporated herein as if fully re-written.

## J. OWNERSHIP OF DOCUMENTS

All briefs, memoranda and other incidental work or materials prepared by the contractor shall be and remain the property of the government, including all publication rights and copyright interests, and may be used by the government without any additional costs to the government.

## K. CHANGES

The government may at any time, by written order, make any change in the services to be performed hereunder, provided the change is within the general scope of work agreed to between the parties and as set out in this Request for Proposals.

(Ref. 2GAR Div. 4 *§ 6101 (3)(a)*

(1) **Change Order**. By a written order, at any time, and without notice to surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

(A) Drawing, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the territory in accordance therewith;

(B) Method of shipment or packing; or

(C) Place of delivery.

(2) **Adjustments of Price or Time for Performance**. If any such change order increases or decreases the contractor's cost of, or the time required for performance of any part of the work under the contract, whether or not changed by the order, any adjustment shall be made and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of the contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the territory promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(3) **Time Period for Claim**. Within 30 days after receipt of a written change order under Paragraph (1) (Change Order) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the territory is prejudiced by the delay in notification.

(4) **Claims Barred After Final Payment**. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

(5) **Other Claims Not Barred.** In the absence of such a change order, nothing in this clause shall be deemed to restrict the contractor's right to pursue a claim arising under the contract if pursued in accordance with the clause entitled, "Claims Based on a Procurement Officer's Actions or Omissions, Notice of Claim Clause', or for breach of contract."

(6) **Stop Work Order Clause.** (Ref. 2GAR Div. 4 *§ 6101(4)(c))*

(1) **Order to Stop Work.** The Procurement Officer may, by written order to the contractor, at any time, and without notice to any time, and without notice to any surety, require the contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during

the period of work stoppage. Before the stop work expires, or within any further period to which the parties shall have agreed, the government shall either:

i. Cancel the stop work order; or

ii. Terminate the work covered by such order as provided in the "Termination for Default Clause" or the "Termination for Convenience Clause" of this contract.

(2) **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or contract price shall be modified in writing accordingly, if:

(i) the stop work order results in an increase in the time required for, or in the contractor's cost properly allocable to, the performance of any part of this contract; and

(ii) the contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

(3) **Termination of Stopped Work.** If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

(4) **Adjustment of Price.** Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of the contract."

(7) **Price Adjustment Clause.** (Ref. 2GAR Div. 4 *§ 6101 (6))*

(a) **Price Adjustment Methods.** Any adjustment in contract price pursuant to a clause in this contract shall be made in one or more of the following ways:

(i) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

(ii) by unit prices specified in the contract or subsequently agreed upon;

(iii) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract or subsequently agreed upon;

(iv) in such other manner as the parties may mutually agree; or

(v) in the absence of agreement between the parties, by a unilateral determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by the Procurement Officer in accordance with generally accepted accounting principles and applicable sections of the regulations promulgated under Chapter 7 (Cost Principles), subject to the provisions of Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations.

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

If such change causes an increase or decrease in the costs of doing the work, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. However, any modification of the contract will be effective only if it is in writing signed by the parties and approved by the Governor of Guam.

## L. SEVERABLE PROVISIONS

If any provision of the contract shall be deemed by a court of competent jurisdiction to be invalid, then such provision shall be deemed stricken from the contract and the contract shall be enforced according to its valid and subsisting terms and provisions.

## M. EFFECTIVE DATE OF CONTRACT

The contract shall take effect upon the signature of all the required parties and approval by the Governor of Guam.

## N. FEDERAL FUNDS – COST PRINCIPLES APPLICABLE TO THE PROCUREMENT

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

Included in the procurement are **MEDICARE PART B REIMBURSEMENT RATES (Appendix I).**

The services are provided to Guam's individuals by Contractor on a reduced basis. Cost reimbursements to Contractor are provided for in this procurement in keeping with the Medicare Part B Reimbursement Rates, all applicable Federal, and Guam laws and regulations.

Although the 2017 & 2018 Medicare Part B Reimbursement Rates are attached to this procurement, those rates and allowable procedures are subject to change by Medicare, and any subsequent applicable revised MEDICARE PART B REIMBURSEMENT RATES will become part of the contract.

Contractor's invoices are required to be certified by the Contractor to actual expenditure incurred under the contract. Contractor's expenditures are reviewable by the Guam Department of Health and Social Services, the government of Guam, the CDC, and other designees of those agencies.

**Acknowledgment of Federal Support** is required by any recipient of federal funds in this procurement. When issuing statements, press releases, requests for proposals, bid solicitations or other documents describing projects of programs funded in whole or in part with Federal money, all awardees receiving federal funds shall clearly state the percentage of total costs of the program funded or the dollar amount funded by the Federal program and the percentage of total costs of the program funded or the dollar amount funded by non-governmental sources.

## O. NO GOVERNMENT LIABILITY

The government assumes no liability for any claims, accidents, or injuries that may occur to the contractor, its agents, dependents, subcontractors, employees, or employees of its subcontractors. The government shall not be liable to the contractor for any work performed by the contractor prior to the approval of the contract by the government. The contractor expressly waives any and all claims for services performed in expectation of the contract prior to its approval, and if applicable to its receipt of a Notice to Proceed.

## P. LICENSING

Contractor shall maintain all professional certifications and business licenses applicable to its profession, professional development and as to the operation of a Twenty-Four-Hour Treatment facility and the scope of services under this contract.

## Q. CONTRACT SUBJECT TO APPROPRIATION, ALLOCATION, AND AVAILABILITY OF FUNDS

This contract and any renewal of the contract is subject to the appropriation, allocation and availability of funds, and if for any reason whatsoever the government has insufficient funds to cover the costs of the contract, then the contract shall terminate according to the procedure described in the contract.

## R. INSURANCE

The contractor shall procure and maintain at its own expense all necessary comprehensive insurance for its business including, but not limited to, worker's compensation and general liability insurance.

## S. GOVERNMENT'S RIGHT TO AUDIT

Contractors with the government shall maintain books and records relative to the cost and scope of work of the contract for three years from the date of final payment. The government is authorized to inspect such books and records at reasonable times and places.

## T. TERMINATION

### 1. Termination for Defaults Reference: 2 GAR Div 4 § 6101 (8)

a. Default

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

b. Contractor's Duties

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

c. Compensation

Payment for completed supplies delivered and accepted by the territory shall be at the contract price. Payment for the protection and preservation of property shall be in an amount agreed upon by the contractor and the Procurement Officer; if the parties fail to agree, the Procurement Officer shall set an amount subject the contractor's rights under Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations. The

territory may withhold from amounts due the contractor such sums as the Procurement Officer deems to be necessary to protect the territory against loss because of outstanding liens or claims of former lien holders and to reimburse the territory for the excess costs incurred in procuring similar goods and services.

d. Excuse for Nonperformance or Delayed Performance.

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

e. Erroneous Termination for Default.

If, after notice of termination of the contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the territory, be the same as if the notice of termination had been issued pursuant to such clause. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the territory, the contract shall be adjusted to compensate for such termination and the contract modified accordingly

subject to Contractor's rights under Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations.

f. Additional Rights and Remedies.

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

**2. Liquidated Damages Clause (Reference: 2GAR Div 4 § 6101 (9)(a))**

(a) **With Termination for Default Clause.**

The following clause is authorized for use in supply or service contracts when it is difficult to determine with reasonable accuracy the amount of damage to the territory due to delays caused by late contractor performance or non-performance and the contract contains the termination for default clause set forth in § 6101 (8) of this Chapter.

"LIQUIDATED DAMAGES

When the Contractor is given notice of delay or nonperformance as specified in Paragraph (1) (Default) of the Termination for Default Clause of the contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of one-fourth of one-percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonably obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contract's delay or nonperformance is excused under Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the territory. The contractor remains liable for damages caused other than by delay.

**3. Termination for convenience Clause. Reference: 2 GAR Division 4 § 6101 (10)**

a. Termination

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

b. Contractor's Obligations

The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the

terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontractors to the territory. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

c. Right to Supplies

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

d. Compensation

(1) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data to the extent required by §3118 (Cost or Pricing Data) of the Guam Procurement Regulations bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (C) of this Paragraph.

(2) The Procurement Officer and the contractor may agree to a settlement provided the contractor as has filed a termination claim supported by cost or pricing data to the extent required by §3118 (Costs or Pricing Data) of the Guam Procurement Regulations and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the territory, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated.

(3) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph: (i) contract prices for supplies or services accepted under the contract; (ii) costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid for accepted supplies or services; provided, however, that if it appears that the contractor would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss; (iii) costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c) (ii) of this Paragraph; (iv) the reasonable settlement costs of Contractor including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract for the termination and settlement of subcontracts there under, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this contract. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(4) Cost claimed, agreed to, or established under Subparagraph (b) and (c) of this Paragraph shall be in accordance with Chapter 7 (Cost Principles) of the Guam Procurement Regulations.

14 GCA §2796 (UCC) states: "§2076. Seller's Resale Including Contract for Resale. (1) Under the conditions stated in §2703 on seller's remedies, the seller may resell the goods concerned or the undelivered balance thereof. Where the resale is made in good faith and in a commercially reasonable manner the seller may recover the difference between the resale price and the contract price together with an incidental damages allowed under the provisions of this division (§2710), but less expenses saved in consequence of the buyer's breach. (2) Except as otherwise provided in subsection (3) or unless otherwise agreed resale may be at public or private sale including sale by way of one or more contracts to

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

4. **Termination for Financial Exigency.** The DPHSS shall have the right to terminate this contract for financial exigency by giving the Contractor at least thirty (30) days prior written notice. For the purposes of this provision a financial exigency shall be a determination made by the Director of DPHSS based on the Guam Legislature's failure to fund this contract or in the event the Centers for Disease Control and Prevention fails to fund DPHSS 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 thereupon cease, but the parties shall not be released from the duty to perform their obligations up to the date of termination. The Contractor may submit a claim in the same manner as is set forth for the termination for convenience claim above.

## U. MANDATORY DISPUTES CLAUSE

1. The government and the contractor agree to attempt resolution of all controversies which arise under, or are by virtue of, this procurement and any resulting contract through mutual agreement. If the controversy is not resolved by mutual agreement, then the contractor shall request the government in writing to issue a final decision within sixty days after receipt of the written request. If the

government 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 contractor may proceed as though the government had issued a decision adverse to the contractor.

2. The government shall immediately furnish a copy of the decision to the contractor, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.

3. The government's decision shall be final and conclusive, unless fraudulent or unless the contractor appeals the decision.

4. This subsection applies to appeals of the government's decision on a dispute. For money owed by or to the government under this contract, the contractor shall appeal the decision in accordance with the Government Claims Act by initially filing a claim with the Office of the Attorney General no later than eighteen months after the decision is rendered by the government or from the date when a decision should have been rendered. For all other claims by or against the government arising under this contract, the Office of the Public auditor has jurisdiction over the appeal from the decision of the government. Appeals to the Office of the Public Auditor must be made within sixty days of the government's decision or from the date the decision should have been made.

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

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

## V. CLAIMS AGAINST GOVERNMENT

The Guam Claims Act (5 GCA §6101, *et seq*.) applies only with respect to claims of money owed by or to the government under the contract resulting from this Request for Proposals. The contract will provide that the awarded offeror shall consent to the jurisdiction of and the forum of the courts of Guam with respect to any claims subject to the Guam Claims Act. The awarded offeror shall waive any and all rights it may otherwise have to contest the same or to proceed in a different jurisdiction or forum. For a copy of the Guam Claims Act, please visit the web site of Guam's Compiler of Laws. URL http://www.guamcourts.org/CompilerofLaws/index.html.

## W. CONSENT TO JURISDICTION AND VENUE

The contractor consents to the jurisdiction of and the forum of the courts of Guam with respect to any and all claims which may arise by reason of the procurement, except as otherwise may be provided by the Guam Procurement Law. The contractor waives any and all rights it may otherwise have to contest the same or to proceed in a different jurisdiction or forum.

## X. MANDATORY REPRESENTATIONS BY CONTRACTOR

### 1. Ethical Standards.

With respect to this contract and any other contract that the contractor may have, or wish to enter into, with any government of Guam agency, the contractor represents that it has not knowingly influenced, and promises that it will 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.

### 2. Prohibition against Gratuities and Kickbacks.

With respect to this contract and any other contract that the contractor may have or wish to enter into with any government of Guam agency, the contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in the Guam Procurement Regulations.

### 3. Prohibition against Contingent Fees.

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

### 4. Restriction on Employment of Sex Offenders.

The consultant warrants that no person in his employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of the Guam Code Annotated, or convicted of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated regardless of the jurisdiction in which the conviction was obtained, shall provide services on behalf of the consultant relative to this contract. If any person employed by the contractor and providing services under this contract is convicted subsequent to the parties entering into this contract, then the consultant warrants that it will notify the government of the conviction within twenty-four hours of the conviction, and will immediately remove such convicted person from providing services under this contract. If the government is found to be in violation of any of the provisions of this paragraph, then the government shall 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 the contract temporarily.

**5. Wage and Benefit Compliance Contractors Providing Services**

(a). The contractor with regard to all person its employs whose purpose in whole or in part is the direct delivery of services contracted for with the government in the contract, 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. 5 GCA § 5801 The contractor shall be responsible for flowing down this obligation to its subcontractors.

(b) The Wage Determination most recently issued by the U.S. Department of Labor at the time this Agreement was awarded to Contractor shall be used to determine wages and benefits which shall be paid to employees pursuant to this clause. 5 GCA § 5801

(c) Should any contract contain a renewal clause, then at the time of renewal adjustments there shall be stipulations contained in that contract for applying the Wage Determination, so that the Wage Determination promulgated by the U.S Department of Labor on a date most recent to the renewal date shall apply. 5 GCA § 5801

(d) 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 contractor shall pay a minimum of ten (10) paid holidays per annum per employee. 5 GCA § 5802

(e) Any violation of the contractor's or its subcontractors obligations of this section 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. 5 GCA § 5803

(f) In addition to any and all other breach of contract actions the government may have under this procurement, in the event there is a violation in the process set forth in subsection (e) above, the contractor may be placed on probationary status by the Chief Procurement Officer of the General Service Agency, or its successor, for a period of one (1) year. During the probationary status, a contractor shall not be awarded any contract by any

instrumentality of the government. A contractor who has been placed on probationary status, or has been assessed a monetary penalty pursuant to 5 G.C.A. Article 13 Title 5 may appeal such penalty or probationary status to the Superior Court of Guam. 5 GCA § 5804

(g) The contractor along with all proposed offerors and submitter under this procurement were required to submit a Declaration of Compliance with Wage Determination laws as part of this procurement with a copy of the most recent Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor. 5 GCA §5805

(h) The applicable USDOL Wage Determination Rate Revision (as defined by subsections (b) and (c)) is included in the procurement. The contractor agrees to provide upon written request by the government written certification of its compliance with its obligations 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 government the contractor shall submit source documents as to those individuals provide direct services in part or whole under this Agreement and its payments to them of such wages and benefits.

**6. Binding Signatory**

Any contract and any modification thereto, are not binding until signed by the Governor of Guam.

## Y. CLAIMS BASE ON THE PROCUREMENT OFFICER'S ACTIONS OR OMISSIONS

**1. Notice of Claim**

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

Officer or designee of such officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Procurement Officer or designee of such officer. (b) The notice required by Subparagraph (a) of this Paragraph describes as clearly as practicable at the time the reasons why the contractor believes that additional compensation, damages, or an extension of time may be remedies to which the contractor is entitled; and (c) the contractor maintains and, upon request, makes available to the Procurement Officer within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.

**2. Limitations of Clause**

Nothing herein contained, however, shall excuse the contractor from compliance with any rules of law precluding any territorial officers and any contractors from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the contract.

**3. Adjustment of Price**

Any adjustment in the contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

## Z. MISCELLANEOUS

**1. Technology Access For Blind Or Visually Impaired**

Contractor 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.

**2. Health Insurance Portability and Accountability (HIPPA)**

The contractor shall comply with the Health Insurance Portability and Accountability Act (HIPPA of 1996, P.L. 104-191 and the Federal "Standards for Privacy of Individually identifiable "Health Information" promulgated under 45 CFR Part 160 and Part 164, Subparts A and E (HIPPA). A complete copy of the HIPPA is available at the federal granting agencies website: https://www.cdc.gov/grants/additionalrequirements/index.html, and is incorporated herein as if fully re-written.

**3. Client Confidentiality**

The contractor shall ensure information obtained directly or directly from a recipient client under this contract shall be kept confidential and not released in a form that identifies the person without informed consent of the person, or of his or

her legal representative, unless the disclosure is required by court order or for program monitoring by authorized Federal, State or local monitoring agencies. (Ref. 45 CFR 1321.51). Privacy Rule Standards for Privacy of Individually Identifiable Health Information, Ref. 45 CFR Part 160 and Part 164, Subparts A and E.
Cooperative Agreement Grant Number 1 NU58DP006269-01-00

Pursuant to the Standards of Privacy of Individually Identifiable Health Information promulgated under HIPPA covered entities may disclose protected health care information to public health authorities authorized to collect or receive such information for the purpose of preventing control or controlling disease, injury or disability, including but not limited to, the reporting of disease, injury, vital events such as birth or death, the conduct of public health surveillance, public health investigations, and public health interventions. The definition of public health authority includes a person or entity acting under a grant of authority from a contract with such public agency. DPHSS GBCCEDP is acting under a grant of authority from CDC to a carry out the GBCCEDP which is authorized under the federal funds in this procurement. This grant of authority is for the purpose of this program/project/ - this procurement. In the terms of grant award, the CDC states that the CDC considers this to by the type of public health activity for which disclosure of protected health information by covered entities is authorized under section 3.908-3 (b). Any such disclosure must be done in keeping with HIPPA and all other applicable federal and Guam laws and regulations.

**4. Program Transitions**

All steps shall be taken by the contractor 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 contractor, who has not been awarded a new contract or renewal of an existing contract under this program, shall immediately prepare to relinquish all program related information, files, equipment, service contributions, and program income (contributions, donations, and gifts) remaining balances and all other operational and administrative and service documents and/ or item to the government.

**5. Retention and Access Requirements For Records.**

Contractor shall retain all records pertinent to the contract for a period of no less than 3 years from the expiration or termination date. As used in this provision, “records” includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. Contractor shall provide access and the right to examine all records related to the contract to DPHSS, the government of Guam Public Auditor or their authorized representative.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all

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

Records for nonexpendable property acquired in whole or in part, with funds from this contract funds must be retained for 3 years after its final disposition.

Contractor shall provide access to any project site(s) to DPHSS or any of their authorized representatives. 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.

**6. Standards For Financial Management – Cost Reimbursement Contracts**

**a. Financial Reporting**

Contractor 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.

**b. Accounting Records**

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

**c. Internal Control**

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

**d. Source Documentation**

Contractor shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract and subgrant/contract documents, and so forth. All costs invoiced by contract in this contract must 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 the contract.**

**e. Reimbursable Cost Principles**

Contractor shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract and subgrant/contract documents and so forth.

**f. Allowable Cost**

Total allowable cost of the contract is the sum of allowable direct costs actually incurred in the performance of the contract in accordance with the terms of the contract, plus the properly allowable indirect costs, less any applicable credits.

Cost shall be allowed to the extent they are:

(a) reasonable as defined in 2 GAR Division 4 § 7101 (d)
(b) allocable, as defined in 2 GAR Division 4 § 7101 (e)
(c) lawful under any applicable law
(d) not unallowable under 2 GAR Division 4 § 7101(f) *Treatment of Specific Costs* or § 7101 (g) *Costs Requiring Prior Approval to be Allowable as Direct Costs*
(e) in the case of costs invoiced for reimbursement, actually incurred or accrued and accounted for in accordance with generally accepted accounting principles.

**g. Applicable Credits**

Applicable credits are receipts or price reductions which reduce expenditures allocable to contracts as direct or indirect costs, as defined in 2 GAR Division 4 §7101(h).

In the event the contractor receives discounts, rebates and or other applicable credits accruing to or received by contractor or any subcontractor under the contract, to the extent those credits are allocable to the allowable portion of the cost billed to DPHSS; allowable costs will be paid to the contactor, net of all discounts, rebates and other such applicable credits. Contractor must separately identify for each cost submitted for payment to DPHSS the amount of cost that is allowable; must identify all unallowable costs; or the contractor must 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.

Contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to DPHSS for payment and individually identify the amount as a discount, rebate or in case of other applicable credits, the nature of the credit. DPHSS may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually. The contractor must identify the method by

which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract.

Contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to DPHSS, the government of Guam Public Auditor or their designee.

Credits shall be applied to reduce direct or indirect costs. The government of Guam shall be entitled to a cash refund if the related expenditures have paid to the contractor

No expenditure may be made in this contract that permits or results in the contractor receiving payments in excess of the contractor's actual, net allowable costs.

**7. Special Reporting Requirements for Non-Profit Organizations**

a. Contractor, if a non-profit organization, in addition to any other terms and conditions of the contract shall comply with the reporting requirements set forth in P.L. 31-233 Chapter XIII § 12 and this clause. In the event one of contractor's subcontractors is a non-profit organization the provisions of this clause shall also be deemed to apply to contractor's subcontractor, and contractor is obligated to submit its non-profit subcontractor's information in the same manner and time periods.

b. Contractor shall maintain accurate financial records of all monies paid to it under the contract.

c. Contractor shall provide to DPHSS a budgetary breakdown by object category as to all services under the contract. An initial proposed budgetary breakdown was required as part of the initial cost proposal of contractor and it is included as part of the Scope of Services as subsequently agreed and approved between contractor and DPHSS.

d. Contractor shall provide to DPHSS 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.

e. Contractor must provide prior written notification to DPHSS of all procurement of equipment and services of FIVE THOUSAND DOLLARS ($5,000.00) or more as to its services related to the contract, or with regard to items to be invoices as part of the contract.

f. Contractor shall provide access to contractor or its duly authorized representative, and of the Government of Guam auditors, 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. Contractor shall upon written request by DPHSS provide source documentation, including but not limited to copies of checks or receipts, employee pay statement, inventory receipt, attendance records, utility bills.

g. Contractor is subject to the Single Audit Rules shall provide annually to DPHSS copies of its Audit Reports for all time periods covered as part of the contract.

h. Contractor shall provide certified detailed inventory listing of each Fiscal Year's purchases under the contract to DPHSS as well as a Fiscal Year end report of all expenditures of funds under the contract no later than November 15, 2017, the initial year, and November 15, of the each subsequent year.

i. In the event contractor fails to timely provide any reports or items set forth in this section to DPHSS after prior written reasonable notice by DPHSS to contractor and contractor's failure to cure the contract default, DPHSS 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 contractor.

**8. Equipment and Products**

General Requirements Equipment and Products, requires that to the greatest extent possible, all equipment and products purchased with CDC federal funds are American-made. CDC defines equipment as tangible-non-expendable personal property (including exempt property) charged directly to awarded funds, having a useful life of more than one year AND acquisition cost of $5,000.00 or more per unit. However, consistent with recipient policy, a lower threshold may be established. The DPHSS GBCCEDP property management standards and procures applies.

**9. Inventions**

General Requirements Inventions: Acceptance of grant funds obligates inventors to comply with the Standard Patent Rights Clause – 37 CFR Part 401.14.

**10. Publication**

General Requirements Publications, states that publications and journal articles, etc. produced under a CDC grant support project must bear an acknowledgement and disclaimer, as appropriate, for example: "This publication (journal article, etc.) was supported by Cooperative Agreement Number above from the Center for Disease Control and Prevention. Its contents are solely the responsibility of the authors and do not represent the office views of the Centers for Disease Control and Prevention".

**11. Audit Requirement**

An Organization that expends $500,000 or more in a year in Federal awards shall have a single or program specific audit conducted for that year in accordance with the provisions of OMB Circular A-133, Audits of States, Local Governments a, and Non-Profit Organizations. The audit must be completed along with a data collection for, and the reporting package shall be submitted within the earlier of 30

days after receipt by the auditor's report, or nine months after the end of the audit period.

The audit report must be sent to: Federal Audit Clearing House, Bureau of the Census, 10201 East 10th Street, Jefferson, IN 47132. Copies of the audit should also be provided to the DPHSS GBCCEDP and CDC.

**12. Additional Requirements Applicable To CDC Federal Funds**

Additional Requirements: Additional requirements to the federal funds indicated below, are incorporated herein as if fully re-written. The full text of the additional requirements may be found on the CDC web site at: http://www.cdc.gov/grants/additionalrequirements/index.html

AR-1: Human Subject Requirements

AR-2: Inclusion of Individuals and Racial and Ethnic Minorities in Research

AR-7: Executive Order 12372 Review

AR-8: Public Health System Reporting Requirement

AR-9: Paperwork Reduction Act Requirements

AR-10: Smoke-Free Workplace Requirements

AR-11: Healthy People 2020

AR-12: Lobbying Restrictions

AR-14: Accounting System Requirements

AR-15: Proof of Non-profit Status

AR-23: Compliance with 45 C.F.R. Part 87

AR-24: Health Insurance Portability and Accountability Requirements

AR-25: Data Management and Access

AR-27: Conference Disclaimer and Use of Logos

AR-29: Compliance with EO 13513 Federal Leadership on Reducing Text Messaging while driving, October 1, 2009

AR-30: Compliance with § 508 of the Rehabilitation Act of 1973.

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

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

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

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

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

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

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

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

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

(J) See §200.322 Procurement of recovered materials.

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

| 1. DATE ISSUED MM/DD/YYYY | 2. CFDA NO. | 3. ASSISTANCE TYPE |
|---|---|---|
| 07/20/2017 | 93.898 | Cooperative Agreement |

1a. SUPERSEDES AWARD NOTICE dated
except that any additions or restrictions previously imposed remain in effect unless specifically rescinded

| 4. GRANT NO. | 5. ACTION TYPE |
|---|---|
| 1 NU58DP006269-01-00 Formerly | New |

| 6. PROJECT PERIOD | MM/DD/YYYY | | MM/DD/YYYY |
|---|---|---|---|
| From | 06/30/2017 | Through | 06/29/2022 |

| 7. BUDGET PERIOD | MM/DD/YYYY | | MM/DD/YYYY |
|---|---|---|---|
| From | 06/30/2017 | Through | 06/29/2018 |

**DEPARTMENT OF HEALTH AND HUMAN SERVICES**

**Centers for Disease Control and Prevention**

**CDC Office of Financial Resources**

2920 Brandywine Road
Atlanta, GA 30341

# NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations)
[AWARD AUTHORITY NOT DEFINED FOR DP16-1601]

8. TITLE OF PROJECT (OR PROGRAM)
Guam Breast and Cervical Cancer Early Detection Program and Guam Comprehensive Cancer Control Program

**9a. GRANTEE NAME AND ADDRESS**
Guam Department of Public Health and Social Services
123 Chalan Kareta
Mangilao, GU 96913-6304

**9b. GRANTEE PROJECT DIRECTOR**
Mr. James Gillan
123 CHALAN KARETA
MANGILAO, GU 96913-6304
Phone: 671-735-7102

**10a. GRANTEE AUTHORIZING OFFICIAL**
Ms. Alyssa Uncangco
123 Chalan Kareta
Mangilao, GU 96913-6304
Phone: 735-7829

**10b. FEDERAL PROJECT OFFICER**
Karen Boone
4770 Buford Highway
Chamblee, GA 30341
Phone: 770-488-3087

**ALL AMOUNTS ARE SHOWN IN USD**

**11. APPROVED BUDGET** (Excludes Direct Assistance)
I Financial Assistance from the Federal Awarding Agency Only
II Total project costs including grant funds and all other financial participation [I]

| | | |
|---|---|---|
| a. | Salaries and Wages | 281,790.00 |
| b. | Fringe Benefits | 98,988.00 |
| c. | Total Personnel Costs | 380,778.00 |
| d. | Equipment | 22,621.00 |
| e. | Supplies | 32,550.00 |
| f. | Travel | 53,557.00 |
| g. | Construction | 0.00 |
| h. | Other | 91,742.00 |
| i. | Contractual | 253,643.00 |
| j. | TOTAL DIRECT COSTS | 834,891.00 |
| k. | INDIRECT COSTS | 47,713.00 |
| l. | TOTAL APPROVED BUDGET | 882,604.00 |
| m. | Federal Share | 882,604.00 |
| n. | Non-Federal Share | 0.00 |

**12. AWARD COMPUTATION**

| | |
|---|---|
| a. Amount of Federal Financial Assistance (from item 11m) | 882,604.00 |
| b. Less Unobligated Balance From Prior Budget Periods | 0.00 |
| c. Less Cumulative Prior Award(s) This Budget Period | 0.00 |
| d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION | 882,604.00 |
| 13. Total Federal Funds Awarded to Date for Project Period | 882,604.00 |

**14. RECOMMENDED FUTURE SUPPORT**
*(Subject to the availability of funds and satisfactory progress of the project):*

| YEAR | TOTAL DIRECT COSTS | YEAR | TOTAL DIRECT COSTS |
|---|---|---|---|
| a. 2 | | d. 5 | |
| b. 3 | | e. 6 | |
| c. 4 | | f. 7 | |

**15.** PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:
a. DEDUCTION
b. ADDITIONAL COSTS
c. MATCHING
d. OTHER RESEARCH (Add / Deduct Option)
e. OTHER (See REMARKS)
[b]

**16.** THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:
a. The grant program legislation
b. The grant program regulations.
c. This award notice including terms and conditions, if any, noted below under REMARKS.
d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached - [X] Yes [ ] No)

GRANTS MANAGEMENT OFFICIAL: Merlin Williams

| 17. OBJ CLASS 41.51 | 18a. VENDOR CODE 1980018947B5 | 18b. EIN 980018947 | 19. DUNS 855028700 | 20. CONG. DIST. 98 |
|---|---|---|---|---|

| | FY-ACCOUNT NO. | DOCUMENT NO. | CFDA | ADMINISTRATIVE CODE | AMT ACTION FIN ASST | APPROPRIATION |
|---|---|---|---|---|---|---|
| 21. | a. 7-921Z1RU | b. 17NU58DP006269 | c. 93.898 | d. DP | e. $467,529.00 | f. 75-17-0948 |
| 22. | a. 7-9390539 | b. 17NU58DP006269 | c. 93.898 | d. DP | e. $38,382.00 | f. 75-17-0948 |
| 23. | a. 7-9390540 | b. 17NU58DP006269 | c. 93.898 | d. DP | e. $57,486.00 | f. 75-17-0948 |

NOTICE OF AWARD (Continuation Sheet)

| PAGE 2 of 2 | DATE ISSUED 07/20/2017 |
|---|---|
| GRANT NO. 1 NU58DP006269-01-00 | |

| FY-ACCOUNT NO. | DOCUMENT NO. | CFDA. | ADMINISTRATIVE CODE | AMT ACTION FIN ASST | APPROPRIATION |
|---|---|---|---|---|---|
| 24.a. 7-9390541 | b. 17NU58DP006269 | c. 93.898 | d. DP | e. $232,975.00 | f. 75-17-0948 |
| 25.a. 7-9390542 | b. 17NU58DP006269 | c. 93.898 | d. DP | e. $38,409.00 | f. 75-17-0948 |
| 26.a. 7-9390543 | b. 17NU58DP006269 | c. 93.898 | d. DP | e. $47,823.00 | f. 75-17-0948 |

Direct Assistance

| BUDGET CATEGORIES | PREVIOUS AMOUNT (A) | AMOUNT THIS ACTION (B) | TOTAL (A + B) |
|---|---|---|---|
| Personnel | $0.00 | $0.00 | $0.00 |
| Fringe Benefits | $0.00 | $0.00 | $0.00 |
| Travel | $0.00 | $0.00 | $0.00 |
| Equipment | $0.00 | $0.00 | $0.00 |
| Supplies | $0.00 | $0.00 | $0.00 |
| Contractual | $0.00 | $0.00 | $0.00 |
| Construction | $0.00 | $0.00 | $0.00 |
| Other | $0.00 | $0.00 | $0.00 |
| Total | $0.00 | $0.00 | $0.00 |

# AWARD ATTACHMENTS

Guam Department of Public Health and Social Services — 1 NU58DP006269-01-00

1. Year 01 Terms and Conditions
2. NCCCP Summary Statement
3. NBCCEDP Summary Statement

## AWARD INFORMATION

**Incorporation**: The Centers for Disease Control and Prevention (CDC) hereby incorporates Notice of Funding Opportunity number **DP17-1701**, entitled **Cancer Prevention and Control Programs for State, Territorial, and Tribal Organizations**, and application dated February 22, 2017, as may be amended, which are hereby made a part of this Non-Research award hereinafter referred to as the Notice of Award (NoA). The Department of Health and Human Services (HHS) grant recipients must comply with all terms and conditions outlined in their NoA, including grants policy terms and conditions contained in applicable HHS Grants Policy Statements, 45 CFR Part 75, requirements imposed by program statutes and regulations, Executive Orders, and HHS grant administration regulations, as applicable; as well as any requirements or limitations in any applicable appropriations acts. The term grant is used throughout this notice and includes cooperative agreements.

**Note:** In the event that any requirement in this Notice of Award, the Notice of Funding Opportunity, the HHS Grants Policy Statement, 45 CFR Part 75, or applicable statutes/appropriations acts conflict, then statutes and regulations take precedence.

**Approved Funding:** Funding in the amount of **$882,604** is approved for the Year 01 budget period, which is **June 30, 2017** through **June 29, 2018**. All future year funding will be based on satisfactory programmatic progress and the availability of funds.

| | |
|---|---|
| ***NBCCEDP:*** | ***$ 469,529*** |
| ***NCCCP:*** | ***$ 415,075*** |
| ***NPCR (Component 1):*** | ***$ 0*** |
| ***NPCR (Component 2):*** | ***$ 0*** |

Note: Refer to the Payment Information section for draw down and Payment Management System (PMS) subaccount information.

**Award Funding:** Not funded by the Prevention and Public Health Fund

**Objective/Technical Review Statement Response Requirement**: The review comments on the strengths and weaknesses of the proposal are provided as part of this award. A response to the weaknesses in these statements must be submitted to and approved, in writing, by the Grants Management Specialist/Grants Management Officer (GMS/GMO) noted in the CDC Staff Contacts section of this NoA, no later than 30 days from the budget period start date. Failure to submit the required information by the due date, **August 31, 2017,** will cause delay in programmatic progress and will adversely affect the future funding of this project.

**Budget Revision Requirement:** By **August 31, 2017** the recipient must submit a revised budget with a narrative justification and work plan. Failure to submit the required information in a timely manner may adversely affect the future funding of this project. If the information cannot be provided by the due date, you are required to contact the GMS/GMO identified in the Staff Contacts section of this notice before the due date.

Please ensure your revised budget addresses the following:

1. ***NCCCP -Budget cut from $487,065 as requested to $415,075. Please submitted a revised budget using the revised budget totals.***

**Program Income**: Any program income generated under this grant or cooperative agreement will be used in accordance with the **Addition** alternative.

<u>Addition alternative</u>**:** Under this alternative, program income is added to the funds committed to the project/program and is used to further eligible project/program objectives.

Note: The disposition of program income must have written prior approval from the GMO.

## FUNDING RESTRICTIONS AND LIMITATIONS

**Notice of Funding Opportunity (NOFO) Restrictions**: N/A

**Indirect Costs:**

Indirect costs are approved based on the Indirect Cost Rate Agreement dated January 4, 2017, which calculates indirect costs as follows, a Provisional rate is approved at a rate of 26.% of the base, which includes, Total direct salaries and wages excluding fringe benefits. The effective dates of this indirect cost rate are from 10/01/2017 to Until Amended.

**Matching Funds Requirement**:

Matching is calculated on the basis of the federal award amount and is comprised of recipient contributions proposed to support anticipated costs of the project during a specific budget period (confirmation of the existence of funding is supplied by the recipient via their Federal Financial Report). The recipient must be able to account separately for stewardship of the federal funding and for any required matching; it is subject to monitoring, oversight, and audit. The recipient may not use matching expenditures to count toward any Maintaining State Funding requirement.

When a recipient requests a carryover of unobligated funds from prior year(s), matching funds equal to the new requirement must be on record in the CDC grant file, or the recipient must provide evidence with the carryover request.

**NBCCEDP**: Recipient financial participation is required for this program in accordance with the authorizing legislation. Section 1502(a) and (b)(1), (2), and (3) of the Public Health Services (PHS) Act, as amended, requires matching funds from non-Federal sources in an amount not less than one dollar for every three dollars of Federal funds awarded under this program. However, Title 48 of the U.S. Code 1469a (d) requires DHHS to waive matching fund requirements up to $200,000 for Guam, U.S. Virgin Islands, American Samoa and the Commonwealth of the Northern Mariana Islands.

Matching funds may be cash, in-kind or donated services or equipment. Contributions may be made directly or through donations from public or private entities. Public Law 93-638 authorizes tribal organizations contracting under the authority of Title I to use funds received under the Indian Self-Determination Act as matching funds.

Applicants may also designate as State/Tribal/Territorial/Pacific Island Jurisdiction matching funds any non-Federal amounts spent pursuant to Title XIX of the Social Security Act for the screening and case management of women for breast and cervical cancers.

Matching funds may not include: (1) payment for treatment services or the donation of treatment services; (2) services assisted or subsidized by the Federal government; or (3) the indirect or overhead costs of an organization. All costs used to satisfy the matching requirements must be documented by the applicant and will be subject to audit.

***To maintain the $3:$1 Non-Federal Match required the level of Non-Federal financial participation is 0. This amount is the required ratio of cost sharing. The amount reflected on this Notice of Award, $0, is the amount reflected in your submitted budget and equals the required ratio of cost sharing.***

**NCCCP:** Cost sharing funds are encouraged in an amount not less than ten percent of Federal funds awarded under this program. Cost sharing is encouraged if it helps to leverage federal and state

resources, is responsive to stated CDC recipient activities, supports the National Comprehensive Cancer Control Program priorities, and does not compromise the integrity or the ability of the comprehensive cancer control program to accomplish proposed activities. Matching funds are not required under this cooperative agreement, but are encouraged.

***The encouraged level of Non-Federal financial participation is $0. This amount represents the encouraged ratio of cost sharing. The amount reflected on this Notice of Award, $0 is the amount reflected in your submitted budget and exceeds the encouraged ratio of cost sharing.***

**NPCR:** Per PHS Act (42 USC 280e-280e-4), matching funds are required for Program 3, NPCR applicants in an amount not less than 25 percent of such costs or one dollar for every three dollars of Federal funds awarded under this program; [Title 42, Chapter 6A, Subchapter II, Part M, § 280e(b)(1)]. Matching funds may be cash, in-kind, or donated services or equipment. Contributions may be made directly or through donations from public or private entities. However, Title 48 of the U.S. Code 1469a (d) requires DHHS to waive matching fund requirements for Guam, U.S. Virgin Islands, American Samoa and the Commonwealth of the Northern Mariana Islands up to $200,000. Public Law 93-638 authorizes tribal organizations contracting under the authority of Title 1 to use funds received under the Indian Self-Determination Act as matching funds. Non-federal financial contributions in excess of the Maintenance of Effort may be used for matching.

Matching funds may not include: (1) payment for treatment services or the donations of treatment services (2) services assisted or subsidized by the Federal government; or (3) the indirect or overhead costs of an organization. All costs used to satisfy the matching requirement must be documented by the applicant and will be subject to audit. Documentation of appropriate matching is to be provided in the detailed budget and narrative justification.

***To maintain the $3:$1 Non-Federal Match required the level of Non-Federal financial participation is $0. This amount is the required ratio of cost sharing. The amount reflected on this Notice of Award, $0, is the amount reflected in your submitted budget and exceeds the required ratio of cost sharing.***

**Maintenance of Effort (MOE) Requirement**: MOE represents an applicant/recipient historical level of contributions related to Federal programmatic activities which have been made prior to the receipt of Federal funds "expenditures (money spent)." MOE is used as an indicator of non-federal support for public health security before the infusion of Federal funds. These expenditures are calculated by the recipient without reference to any Federal funding that also may have contributed to such programmatic activities in the past. Awardees must stipulate the total dollar amount in their grant applications. Recipients must be able to account for MOE separately from accounting for Federal funds and separately from accounting for any matching funds requirement; this accounting is subject to ongoing monitoring, oversight, and audit. MOE may not include any matching funds requirement.

**NBCCEDP:** Maintenance of Effort is required for this program in accordance with the authorizing legislation PL 101-354. The average amount of non-Federal contributions toward breast and cervical cancer programs and activities for the two-year period preceding the first Federal fiscal year of funding for NBCCEDP is referred to as Maintenance of Effort (MOE). Only those non-Federal contributions in excess of the MOE amount may be considered matching funds. Supplanting, or replacing, existing program efforts currently paid with Federal or non-Federal sources is not allowable.

**NCCCP:** Maintenance of effort is not required for this program.

**NPCR:** Maintenance of Effort is required for this program. Recipients must agree to make available (directly or through donations from public or private entities) non-Federal contributions equal to the amount expended during the fiscal year preceding the first year of the original NPCR cooperative agreement award for the collection of data on cancer, as noted in Public Health Service Act (42 USC 280e-280e-4).

In determining the amount of non-Federal contributions for cost-sharing or matching, the recipient may include only those contributions that are in excess of the amount of contributions made by the State for collection of data on cancer for the fiscal year preceding the first year of the original NPCR cooperative agreement award. CDC may decrease the amount of non-Federal contributions required if the State can show that the amount will cause them financial hardship [Title 42, Chapter 6A, Subchapter II, Part M, § 280e(b)(2)(B)].

**Cost Limitations as Stated in the Consolidated Appropriations Act, and Further Continuing and Security Assistance Appropriations Act, 2017 (Items A through E)**

A. Cap on Salaries (Division H,Title II, General Provisions, Sec. 202): None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II.

Note: The salary rate limitation does not restrict the salary that an organization may pay an individual working under an HHS contract or order; it merely limits the portion of that salary that may be paid with Federal funds.

B. Gun Control Prohibition (Div. H, Title II, Sec. 210): None of the funds made available in this title may be used, in whole or in part, to advocate or promote gun control.

C. Lobbying Restrictions (Div. H, Title V, Sec. 503):

- 503(a): No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation of the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

- 503 (b): No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than normal and recognized executive legislative relationships or participation by an agency or officer of an State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

- 503(c): The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale of marketing, including but not limited to the advocacy or promotion of gun control.

For additional information, see Additional Requirement 12 at http://www.cdc.gov/grants/additionalrequirements/index.html and Anti Lobbying Restrictions for CDC

Recipients at http://www.cdc.gov/grants/documents/Anti-Lobbying_Restrictions_for_CDC_Recipients_July_2012.pdf

D. Needle Exchange (Div. H, Title V, Sec. 520): Notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to carry out any program of distributing sterile needles or syringes

for the hypodermic injection of any illegal drug.

E. Blocking access to pornography (Div. H, Title V, Sec. 521): (a) None of the funds made available in this Act may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography; (b) Nothing in subsection (a) shall limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

**Trafficking In Persons**: This award is subject to the requirements of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. Part 7104(g)).

**Cancel Year**: 31 U.S.C. Part 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. An example is provided below:

Fiscal Year (FY) 2017 funds will expire September 30, 2022. All FY 2017 funds should be drawn down and reported to Payment Management Services (PMS) prior to September 30, 2022. After this date, corrections or cash requests will not be permitted.

## REPORTING REQUIREMENTS

**Annual Federal Financial Report (FFR, SF-425)**: The Annual Federal Financial Report (FFR) SF-425 is required and must be submitted to your GMS/GMO no later than 90 days after the end of the budget period. To submit the FFR, login to www.grantsolutions.gov, select "Reports" from the menu bar and then click on Federal Financial Reports.

The FFR for this budget period is due by **September 30, 2018**. Reporting timeframe is **June 30, 2017** through **June 29, 2018**. The FFR is cumulative and should only include those funds authorized and disbursed during the timeframe covered by the report.

Failure to submit the required information in a timely manner may adversely affect the future funding of this project. If the information cannot be provided by the due date, the recipient is required to contact the Grants Officer listed in the contacts section of this notice before the due date.

**Annual Performance Progress Reporting:** The Annual Performance Progress and Monitoring Report (is due no later than 120 days prior to the end of the budget period, and serves as the continuation application for the follow-on budget period. This report should include the information specified in the solicitation from the GMS/GMO via www.grantsolutions.gov .

Performance information collection initiated under this grant/cooperative agreement has been approved by the Office of Management and Budget under **OMB Number 0920-1132 "Performance Progress and Monitoring Report", Expiration Date 8/31/2019**.

Any change to the existing information collection will be subject to review and approval by the Office of Management and Budget (OMB) under the Paperwork Reduction Act.

**Audit Requirement:**

Domestic Organizations ***(including US-based organizations implementing projects with foreign components)***: An organization that expends $750,000 or more in a fiscal year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 45 CFR Part 75. The audit period is an organization's fiscal year. The audit must be completed along with a

data collection form (SF-SAC), and the reporting package shall be submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period.
The audit report must be sent to:

Federal Audit Clearing House Internet Data Entry System
Electronic Submission:
https://harvester.census.gov/facides/(S(0vkw1zaelyzjibnahocga5i0))/account/login.aspx

AND

Office of Grants Services, Financial Assessment and Audit Resolution Unit
Electronic Copy to: OGS.Audit.Resolution@cdc.gov

Audit requirements for Subrecipients to whom 45 CFR 75 Subpart F applies: The recipient must ensure that the subrecipients receiving CDC funds also meet these requirements. The recipient must also ensure to take appropriate corrective action within six months after receipt of the subrecipient audit report in instances of non-compliance with applicable Federal law and regulations (45 CFR 75 Subpart F and HHS Grants Policy Statement). The recipient may consider whether subrecipient audits necessitate adjustment of the recipient's own accounting records. If a subrecipient is not required to have a program-specific audit, the recipient is still required to perform adequate monitoring of subrecipient activities. The recipient shall require each subrecipient to permit the independent auditor access to the subrecipient's records and financial statements. The recipient must include this requirement in all subrecipient contracts.

**Federal Funding Accountability and Transparency Act (FFATA):**
In accordance with 2 CFR Chapter 1, Part 170 Reporting Sub-Award And Executive Compensation Information, Prime Awardees awarded a federal grant are required to file a FFATA sub-award report by the end of the month following the month in which the prime awardee awards any sub-grant equal to or greater than $25,000.

Pursuant to 45 CFR Part 75, §75.502, a grant sub-award includes the provision of any commodities (food and non-food) to the sub-recipient where the sub-recipient is required to abide by terms and conditions regarding the use or future administration of those goods. If the sub-awardee merely consumes or utilizes the goods, the commodities are not in and of themselves considered sub-awards.

2 CFR Part 170: http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr170_main_02.tpl

FFATA: www.fsrs.gov.

Reporting of First-Tier Sub-awards

Applicability: Unless you are exempt (gross income from all sources reported in last tax return is under $300,000), 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 sub-award to an entity.

Reporting: Report each obligating action of this award term to www.fsrs.gov. For sub-award 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). You must report the information about each obligating action that the submission instructions posted at www.fsrs.gov specify.

Total Compensation of Recipient Executives: You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if:

- The total Federal funding authorized to date under this award is $25,000 or more;

- In the preceding fiscal year, you received—
  - 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 Part 170.320 (and sub-awards); and
  - $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 Part 170.320 (and sub-awards); and
  - 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. Part 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?explorer.event=true).

Report executive total compensation as part of your registration profile at http://www.sam.gov. Reports should be made at the end of the month following the month in which this award is made and annually thereafter.

Total Compensation of Sub-recipient Executives: Unless you are exempt (gross income from all sources reported in last tax return is under $300,000), for each first-tier sub-recipient under this award, you must report the names and total compensation of each of the sub-recipient's five most highly compensated executives for the sub-recipient's preceding completed fiscal year, if:

- In the sub-recipient's preceding fiscal year, the sub-recipient received—
  - 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 Part 170.320 (and sub-awards); and
  - $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 sub-awards); and
  - 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. Part 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).

You must report sub-recipient executive total compensation to the recipient by the end of the month following the month during which you make the sub-award. For example, if a sub-award is obligated on any date during the month of October of a given year (i.e., between October 1st and 31st), you must report any required compensation information of the sub-recipient by November 30th of that year.

Definitions:

- Entity means all of the following, as defined in 2 CFR Part 25 (Appendix A, Paragraph(C)(3)):
  - Governmental organization, which is a State, local government, or Indian tribe;
  - Foreign public entity;
  - Domestic or foreign non-profit organization;
  - Domestic or foreign for-profit organization;
  - Federal agency, but only as a sub-recipient under an award or sub-award to a non-Federal entity.

- Executive means officers, managing partners, or any other employees in management

positions.

- Sub-award: a legal instrument to provide support to an eligible sub-recipient for the performance of any portion of the substantive project or program for which the recipient received this award. The term does not include the recipients procurement of property and services needed to carry out the project or program (for further explanation, see 45 CFR Part 75). A sub-award may be provided through any legal agreement, including an agreement that the recipient or a sub-recipient considers a contract.

- Sub-recipient means an entity that receives a sub-award from you (the recipient) under this award; and is accountable to the recipient for the use of the Federal funds provided by the sub-award.

- Total compensation means the cash and non-cash dollar value earned by the executive during the recipient's or sub-recipient's preceding fiscal year and includes the following (for more information see 17 CFR Part 229.402(c)(2)):
    - Salary and bonus
    - 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.
    - 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.
    - Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
    - Above-market earnings on deferred compensation which is not tax-qualified.
    - 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.

**Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS):** Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to 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 of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services
Pamela Render, Grants Management Officer/Specialist
Centers for Disease Control
National Center for Chronic Disease Prevention and Health Promotion

Fax: (Include "Mandatory Grant Disclosures" in subject line)
Email: (Include "Mandatory Grant Disclosures" in subject line)

AND

U.S. Department of Health and Human Services
Office of the 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

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.

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 and 376, and 31 U.S.C. 3321).

CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS). (45 CFR 75.372(b)) CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award. (45 CFR 75.373(b))

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in section 1 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.

1. *Proceedings About Which You Must Report*

Submit the information required about each proceeding that:

a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

b. Reached its final disposition during the most recent five year period; and

c. If one of the following:

(1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

(2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

(3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

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

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgement of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

2. *Reporting Procedures*

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in section 1 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.

*3. Reporting Frequency*

During any period of time when you are subject to this requirement in section 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.

*4. Definitions*

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a recipient cost share or match;

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

## GENERAL REQUIREMENTS

**Travel Cost**: In accordance with HHS Grants Policy Statement, travel costs are allowable when the travel will provide a direct benefit to the project or program. To prevent disallowance of cost, the recipient is responsible for ensuring travel costs are clearly stated in their budget narrative and are applied in accordance with their organization's established travel policies and procedures. The recipient's established travel policies and procedures must also meet the requirements of 45 CFR Part 75.474.

**Food and Meals**: Costs associated with food or meals are allowable when consistent with applicable federal regulations and HHS policies. In addition, costs must be clearly stated in the budget narrative and be consistent with organization approved policies. Recipients must make a determination of reasonableness and organization approved policies must meet the requirements of 45 CFR Part 75.432.

**Prior Approval**: All requests, which require prior approval, must bear the signature of the authorized organization representative. The recipient must submit these requests by **February 28, 2017** or no later than 120 days prior to this budget period's end date. Additionally, any requests involving funding issues must include an itemized budget and a narrative justification of the request.

The following types of requests require prior approval.

- Use of unobligated funds from prior budget period (Carryover)
- Lift funding restriction
- Significant redirection of funds (i.e. cumulative changes of 25% of total award)
- Change in scope
- Implement a new activity or enter into a sub-award that is not specified in the approved budget

- Apply for supplemental funds
- Change in key personnel
- Extensions to period of performance

**PRIOR APPROVAL REQUIREMENT: Recipient must submit a separate prior approval request for each applicable Program.**

***Note incomplete requests will not be reviewed and will be returned to recipient.**

Templates for prior approval requests can be found at:
http://www.cdc.gov/grants/alreadyhavegrant/priorapprovalrequests.html

**Key Personnel**: In accordance with 45 CFR Part 75.308, CDC recipients must obtain prior approval from CDC for (1) change in the project director/principal investigator, business official, authorized organizational representative or other key persons specified in the NOFO, application or award document; and (2) the disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator.

**Inventions**: Acceptance of grant funds obligates rs to comply with the standard patent rights clause in 37 CFR Part 401.14.

**Publications**: Publications, journal articles, etc. produced under a CDC grant support project must bear an acknowledgment and disclaimer, as appropriate, for example:

> This publication (journal article, etc.) was supported by the Grant or Cooperative Agreement Number, **DP006269**, funded by the Centers for Disease Control and Prevention. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Centers for Disease Control and Prevention or the Department of Health and Human Services.

**Acknowledgment Of Federal Support**: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all awardees receiving Federal funds, including and not limited to State and local governments and recipients of Federal research grants, shall clearly state:

- percentage of the total costs of the program or project which will be financed with Federal money
- dollar amount of Federal funds for the project or program, and
- percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

**Copyright Interests Provision:** This provision is intended to ensure that the public has access to the results and accomplishments of public health activities funded by CDC. Pursuant to applicable grant regulations and CDC's Public Access Policy, Recipient agrees to submit into the National Institutes of Health (NIH) Manuscript Submission (NIHMS) system an electronic version of the final, peer-reviewed manuscript of any such work developed under this award upon acceptance for publication, to be made publicly available no later than 12 months after the official date of publication. Also at the time of submission, Recipient and/or the Recipient's submitting author must specify the date the final manuscript will be publicly accessible through PubMed Central (PMC). Recipient and/or Recipient's submitting author must also post the manuscript through PMC within twelve (12) months of the publisher's official date of final publication; however the author is strongly encouraged to make the subject manuscript available as soon as possible. The recipient must obtain prior approval from the CDC for any exception to this provision.

The author's final, peer-reviewed manuscript is defined as the final version accepted for journal publication, and includes all modifications from the publishing peer review process, and all graphics and supplemental material associated with the article. Recipient and its submitting authors working under this

award are responsible for ensuring that any publishing or copyright agreements concerning submitted articles reserve adequate right to fully comply with this provision and the license reserved by CDC. The manuscript will be hosted in both PMC and the CDC Stacks institutional repository system. In progress reports for this award, recipient must identify publications subject to the CDC Public Access Policy by using the applicable NIHMS identification number for up to three (3) months after the publication date and the PubMed Central identification number (PMCID) thereafter.

**Disclaimer for Conference/Meeting/Seminar Materials:** Disclaimers for conferences/meetings, etc. and/or publications: 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 the Centers for Disease Control and Prevention. 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.

**Logo Use for Conference and Other Materials:** Neither the Department of Health and Human Services (HHS) nor the CDC logo may be displayed if such display would cause confusion as to the funding source or give false appearance of Government endorsement. Use of the HHS name or logo is governed by U.S.C. Part 1320b-10, which prohibits misuse of the HHS name and emblem in written communication. A non-federal entity is unauthorized to use the HHS name or logo governed by U.S.C. Part 1320b-10. The appropriate use of the HHS logo is subject to review and approval of the HHS Office of the Assistant Secretary for Public Affairs (OASPA). Moreover, the HHS Office of the Inspector General has authority to impose civil monetary penalties for violations (42 CFR Part 1003).

Accordingly, neither the HHS nor the CDC logo can be used by the recipient without the express, written consent of CDC. The Project Officer or Grants Management Officer/Specialist detailed in the CDC Staff Contact section can assist with facilitating such a request. It is the responsibility of the recipient to request consent for use of the logo in sufficient detail to ensure a complete depiction and disclosure of all uses of the Government logos. In all cases for utilization of Government logos, the recipient must ensure written consent is received. Further, the HHS and CDC logo cannot be used by the recipient without a license agreement setting forth the terms and conditions of use.

**Equipment and Products**: To the greatest extent practical, all equipment and products purchased with CDC funds should be American-made. CDC defines equipment as tangible non-expendable personal property (including exempt property) charged directly to an award having a useful life of more than one year AND an acquisition cost of $5,000 or more per unit. However, consistent with recipient policy, a lower threshold may be established. Please provide the information to the Grants Management Officer to establish a lower equipment threshold to reflect your organization's policy.

The recipient may use its own property management standards and procedures, provided it observes provisions in applicable grant regulations found at 45 CFR Part 75.

**Federal Information Security Management Act (FISMA):** All information systems, electronic or hard copy, that contain federal data must be protected from unauthorized access. This standard also applies to information associated with CDC grants. Congress and the OMB have instituted laws, policies and directives that govern the creation and implementation of federal information security practices that pertain specifically to grants and contracts. The current regulations are pursuant to the Federal Information Security Management Act (FISMA), Title III of the E-Government Act of 2002, PL 107-347.

FISMA applies to CDC recipients only when recipients collect, store, process, transmit or use information on behalf of HHS or any of its component organizations. In all other cases, FISMA is not applicable to recipients of grants, including cooperative agreements. Under FISMA, the recipient retains the original data and intellectual property, and is responsible for the security of these data, subject to all applicable

laws protecting security, privacy, and research. If/When information collected by a recipient is provided to HHS, responsibility for the protection of the HHS copy of the information is transferred to HHS and it becomes the agency's responsibility to protect that information and any derivative copies as required by FISMA. For the full text of the requirements under Federal Information Security Management Act (FISMA), Title III of the E-Government Act of 2002 Pub. L. No. 107-347, please review the following website: https://www.gpo.gov/fdsys/pkg/PLAW-107publ347/pdf/PLAW-107publ347.pdf

**Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** Recipients are hereby given notice that the 48 CFR section 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this award.

Federal Acquisition Regulations
As promulgated in the Federal Register, the relevant portions of 48 CFR section 3.908 read as follows (note that use of the term "contract," "contractor," "subcontract," or "subcontractor" for the purpose of this term and condition, should be read as "grant," "recipient," "subgrant," or "subrecipient"):

3.908 Pilot program for enhancement of contractor employee whistleblower protections.

3.908-1 Scope of section.
(a) This section implements 41 U.S.C. 4712.

(b) This section does not apply to-
(1) DoD, NASA, and the Coast Guard; or
(2) Any element of the intelligence community, as defined in section 3(4) of the National Security Act of 1947 (50 U.S.C. 3003(4)). This section does not apply to any disclosure made by an employee of a contractor or subcontractor of an element of the intelligence community if such disclosure-
(i) Relates to an activity of an element of the intelligence community; or
(ii) Was discovered during contract or subcontract services provided to an element of the intelligence community.

3.908-2 Definitions.
As used in this section-
"Abuse of authority" means an arbitrary and capricious exercise of authority that is inconsistent with the mission of the executive agency concerned or the successful performance of a contract of such agency.

"Inspector General" means an Inspector General appointed under the Inspector General Act of 1978 and any Inspector General that receives funding from, or has oversight over contracts awarded for, or on behalf of, the executive agency concerned.

3.908-3 Policy.
(a) Contractors and subcontractors are prohibited from discharging, demoting, or otherwise discriminating against an employee as a reprisal for disclosing, to any of the entities listed at paragraph (b) of this subsection, information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract, a gross waste of Federal funds, an abuse of authority relating to a Federal contract, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract). A reprisal is prohibited even if it is undertaken at the request of an executive branch official, unless the request takes the form of a non-discretionary directive and is within the authority of the executive branch official making the request.

(b) Entities to whom disclosure may be made.
(1) A Member of Congress or a representative of a committee of Congress.
(2) An Inspector General.
(3) The Government Accountability Office.
(4) A Federal employee responsible for contract oversight or management at the relevant agency.

(5) An authorized official of the Department of Justice or other law enforcement agency.
(6) A court or grand jury.
(7) A management official or other employee of the contractor or subcontractor who has the responsibility to investigate, discover, or address misconduct.

(c) An employee who initiates or provides evidence of contractor or subcontractor misconduct in any judicial or administrative proceeding relating to waste, fraud, or abuse on a Federal contract shall be deemed to have made a disclosure.

3.908-9 Contract clause.
Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Sept. 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

## PAYMENT INFORMATION

**Automatic Drawdown (Direct/Advance Payments):** Payment under this award will be made available through the Department of Health and Human Services (HHS) Payment Management System (PMS). PMS will forward instructions for obtaining payments.

**PMS Access Procedures for New Grant Recipients:**

To obtain access to the Payment Management System (PMS), Recipients must complete the below forms

- Direct Deposit Instructions and SF-1199A Form for Domestic Bank Accounts
- Direct Deposit Instructions and SF-1199A Form for International Bank Accounts
- PMS System Access Form

The forms can be submitted to your PSC Liaison Accountant by emailing the forms directly to them.

If there is a change in the recipient's banking institution or account number, a new SF-1199A must be submitted to PSC.

PMS correspondence, mailed through the U.S. Postal Service, should be addressed as follows:

HHS/PSC Payment Management Services
P.O. Box 6021
Rockville, MD 20852
Phone Number: (877) 614-5533
Email: PMSSupport@psc.gov
Website: https://pms.psc.gov/

If a carrier other than the U.S. Postal Service is used, such as United Parcel Service, Federal Express, or other commercial service, the correspondence should be addressed as follows:

U.S. Department of Health and Human Services
Division of Payment Management
7700 Wisconsin Avenue, Suite 920
Bethesda, MD 20814

To expedite your first payment from this award, attach a copy of the Notice of Grant/Cooperative Agreement to your payment request form.

**Note**: To obtain the contact information of PMS staff based on your organization type: Government, Tribal, Universities, Hospitals,Non-Profit, For-Profit; refer to the link for HHS accounts: https://pms.psc.gov/contact_us/contactus.html

**Payment Management System Subaccount**: Funds awarded in support of approved activities have been obligated in a newly established subaccount in the PMS, herein identified as the " Account". Funds must be used in support of approved activities in the NOFO and the approved application. All award funds must be tracked and reported separately.

The grant document number (below) must be known in order to draw down funds from this P Account.

***Document Number: 17NU58DP006269***

**Acceptance of the Terms of an Award:** By drawing or otherwise obtaining funds from the grant 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 within thirty (30) days of receipt of this award notice.

**Certification Statement**: By drawing down funds, the grantee 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 must comply with all terms and conditions outlined in their NoA, including grant policy terms and conditions contained in applicable HHS Grant Policy Statements, and requirements imposed by program statutes and regulations and HHS grants administration regulations, as applicable; as well as any regulations or limitations in any applicable appropriations acts.

## CDC Staff Contacts and Responsibilities

**Roles and Responsibilities:** Grants Management Specialists/Officers (GMO/GMS) and Program/Project Officers (PO) work together to award and manage CDC grants and cooperative agreements. From the pre-planning stage to closeout of an award, grants management and program staff have specific roles and responsibilities for each phase of the grant cycle. The GMS/GMO is responsible for the business management and administrative functions. The PO is responsible for the programmatic, scientific, and/or technical aspects. The purpose of this factsheet is to distinguish between the roles and responsibilities of the GMO/GMS and the PO to provide a description of their respective duties.

**Grants Management Specialist:** The GMS is the federal staff member responsible for the day-to-day management of grants and cooperative agreements. The GMS is the primary contact of recipients for business and administrative matters pertinent to grant awards. Many of the functions described in the GMO section are performed by the GMS, on behalf of the GMO.

**GMS Contact:**
Pamela Render, Grants Management Specialist
Centers for Disease Control
Chronic and Birth Defects Branch
2920 Brandywine Road, MS E-09
Atlanta, GA 30341-4146
Telephone: 770-488-2712

**Program/Project Officer:** The PO is the federal official responsible for the programmatic, scientific, and/or technical aspects of grants and cooperative agreements including:

- The development of programs and NOFOs to meet the CDC's mission
- Providing technical assistance to applicants in developing their applications e.g. explanation of programmatic requirements, regulations, evaluation criteria, and guidance to applicants on possible linkages with other resources
- Providing technical assistance to recipients in the performance of their project
- Post-award monitoring of recipient performance such as review of progress reports, review of prior approval requests, conducting site visits, and other activities complementary to those of the GMO/GMS

**Programmatic Contact:**
**NBCCEDP Contact:**
Karen Boone, Program Consultant
Centers for Disease Control
National Center for Chronic Disease Prevention and Health Promotion
Chamblee Bldg 107
Atlanta, GA 30341
Telephone: 770-488-3087
Email: ikn7@cdc.gov

**NCCCP Contact:**
Monique Young, Program Consultant
Centers for Disease Control
National Center for Chronic Disease Prevention and Health Promotion
Chamblee Bldg 107
Atlanta, GA 30341
Telephone: 770-488-3434
Email: hza4@cdc.gov

**Grants Management Officer:** The GMO is the federal official responsible for the business and other non-programmatic aspects of grant awards including:

- Determining the appropriate award instrument, i.e.; grant or cooperative agreement
- Determining if an application meets the requirements of the NOFO
- Ensuring objective reviews are conducted in an above-the-board manner and according to guidelines set forth in grants policy
- Ensuring recipient compliance with applicable laws, regulations, and policies
- Negotiating awards, including budgets
- Responding to recipient inquiries regarding the business and administrative aspects of an award
- Providing recipients with guidance on the closeout process and administering the closeout of grants
- Receiving and processing reports and prior approval requests such as changes in funding, carryover, budget redirection, or changes to the terms and conditions of an award

- Maintaining the official grant file and program book

The GMO is the only official authorized to obligate federal funds and is responsible for signing the NoA, including revisions to the NoA that change the terms and conditions. The GMO serves as the counterpart to the business officer of the recipient organization.

**GMO Contact:**
Merlin Willliams, Grants Management Officer
Centers for Disease Control
Chronic and Birth Defects Branch
2920 Brandywine Road, MS E-09
Atlanta, GA 30341-4146
Telephone: 770-488-2851
Email: mqw6@cdc.gov

# APPENDIX III

## LOCAL FORMS

Affidavit Disclosing Ownership and Commission

Affidavit re Non-Collusion

Affidavit Re No Gratuities or Kickbacks

Affidavit Re Ethical Standards

Affidavit Re Contingent Fees

Declaration Re Compliance with 5 GCA § 5150

Declaration Re Compliance with the current U.S. DOL Wage Determination

# AFFIDAVIT DISCLOSING OWNERSHIP AND COMMISSIONS

CITY OF _____ )
) SS.
ISLAND OF GUAM )

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

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

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

| Name | Address | % of Interest |
|---|---|---|
| | | |
| | | |
| | | |

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

| Name | Address | Compensation |
|---|---|---|
| | | |

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

_____
Signature of one of the following:

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

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

_____
NOTARY PUBLIC
My commission expires: _____

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

## 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 _____, 201__.

_____
NOTARY PUBLIC
My commission expires _____, _____.

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

## AFFIDAVIT re NO 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_____,_____.

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

## AFFIDAVIT RE ETHICAL STANDARDS

**CITY OF _____)**
**) ss.**
**ISLAND OF GUAM )**

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

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

_____
Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me
this _____ day of _____, 201__.

_____
NOTARY PUBLIC
My commission expires _____, _____.

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

## 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 _____, 201__.

_____
NOTARY PUBLIC
My commission expires _____, _____.

AG Procurement **Form 007** (Jul. 15, 2010)

## DECLARATION RE COMPLIANCE WITH 5 GCA § 5150

I, _____, make this declaration on _____
*[print name clearly]* *[enter today's date]*
regarding Procurement No. _____, and do hereby **certify under penalty of perjury** that:
*[enter procurement no.]*

(1) I am the procurement officer (Chief Procurement Officer; Director of Pubic Works; or head of a purchasing agency) for this procurement;

(2) I have caused an estimate to be made of the cost of the services or supplies being procured, and for which a contract will be entered into or a purchase order will be issued, whichever is appropriate as the case may be;

(3) My estimate of the total cost of the contract or purchase order, whichever is appropriate as the case may be, is *[please check one]*:

☐ less than $500,000; or

☐ $500,000 or more;

(4) If the total estimated cost of the procurement is $500,000 or more, I understand that I must be advised by legal counsel designated by the Attorney General (which may be an Assistant Attorney General or other legal counsel designated as Special Assistant Attorney General ("SAAG") under 5 GCA § 5150) during each and every phase of the procurement process, beginning with the planning stage and before any request for proposal or invitation to bid is issued or notice published, or before any sole source procurement or emergency procurement is undertaken;

(5) If the total estimated cost of the procurement is $500,000 or more, I understand I may not proceed with any phase of the procurement unless I have been advised by an Assistant Attorney General or a SAAG to proceed;

(6) If the total estimated cost of the procurement is less than $500,000 initially when the procurement is begun, but the total cost increases to $500,000 or more at some later point in time, I understand I must contact the Attorney General's Office as soon as I become aware that the procurement will actually cost $500,000 or more, and that I may not proceed further without the assistance of the Attorney General's Office or a SAAG; and

(7) I understand if I do not comply with the requirements of 5 GCA § 5150 and the Attorney General's Office or a SAAG has not acted as legal counsel during all phases of a procurement estimated to cost $500,000 or more, the Attorney General or SAAG may disapprove the contract, or the procurement may be subject to cancellation, or any award, contract or purchase order made or entered into may be subject to termination.

_____
*[Declarant's Signature]*

AG Procurement Form 014 (Dec. 13, 2011)

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

Procurement No.: _____

Name of Offeror Company: _____

I, _____ hereby **certify under penalty of perjury**:

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

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

**§ 5801. Wage Determination Established.**

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

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

**§ 5802. Benefits.**

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

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

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

_____
Signature

AG Procurement **Form 006** (Feb. 16, 2010)

WD 15-5693 (Rev.-6) was first posted on www.wdol.gov on 01/16/2018
**********

| | |
|---|---|
| REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT<br>By direction of the Secretary of Labor | U.S. DEPARTMENT OF LABOR<br>EMPLOYMENT STANDARDS ADMINISTRATION<br>WAGE AND HOUR DIVISION<br>WASHINGTON D.C. 20210 |
| Daniel W. Simms<br>Director | Division of<br>Wage Determinations |
| | Wage Determination No.: 2015-5693<br>Revision No.: 6<br>Date Of Revision: 01/10/2018 |

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.35 for calendar year 2018 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide
Northern Marianas Statewide
Wake Island Statewide

**Fringe Benefits Required Follow the Occupational Listing**

| OCCUPATION CODE - TITLE | FOOTNOTE | RATE |
|---|---|---|
| 01000 - Administrative Support And Clerical Occupations | | |
| 01011 - Accounting Clerk I | | 13.53 |
| 01012 - Accounting Clerk II | | 15.19 |
| 01013 - Accounting Clerk III | | 17.00 |
| 01020 - Administrative Assistant | | 17.67 |
| 01035 - Court Reporter | | 17.01 |
| 01041 - Customer Service Representative I | | 10.13 |
| 01042 - Customer Service Representative II | | 11.39 |
| 01043 - Customer Service Representative III | | 12.43 |
| 01051 - Data Entry Operator I | | 11.49 |
| 01052 - Data Entry Operator II | | 12.54 |
| 01060 - Dispatcher, Motor Vehicle | | 14.37 |
| 01070 - Document Preparation Clerk | | 13.53 |
| 01090 - Duplicating Machine Operator | | 13.53 |
| 01111 - General Clerk I | | 10.29 |
| 01112 - General Clerk II | | 11.28 |
| 01113 - General Clerk III | | 12.32 |
| 01120 - Housing Referral Assistant | | 18.94 |
| 01141 - Messenger Courier | | 10.30 |
| 01191 - Order Clerk I | | 12.41 |
| 01192 - Order Clerk II | | 13.48 |
| 01261 - Personnel Assistant (Employment) I | | 15.57 |
| 01262 - Personnel Assistant (Employment) II | | 17.25 |
| 01263 - Personnel Assistant (Employment) III | | 19.22 |
| 01270 - Production Control Clerk | | 20.05 |
| 01290 - Rental Clerk | | 11.10 |
| 01300 - Scheduler, Maintenance | | 15.19 |
| 01311 - Secretary I | | 15.19 |

| | |
|---|---|
| 01312 - Secretary II | 17.01 |
| 01313 - Secretary III | 18.94 |
| 01320 - Service Order Dispatcher | 12.73 |
| 01410 - Supply Technician | 17.67 |
| 01420 - Survey Worker | 15.26 |
| 01460 - Switchboard Operator/Receptionist | 9.67 |
| 01531 - Travel Clerk I | 12.77 |
| 01532 - Travel Clerk II | 13.83 |
| 01533 - Travel Clerk III | 14.78 |
| 01611 - Word Processor I | 13.48 |
| 01612 - Word Processor II | 15.13 |
| 01613 - Word Processor III | 16.92 |
| 05000 - Automotive Service Occupations | |
| 05005 - Automobile Body Repairer, Fiberglass | 13.34 |
| 05010 - Automotive Electrician | 13.06 |
| 05040 - Automotive Glass Installer | 12.10 |
| 05070 - Automotive Worker | 12.10 |
| 05110 - Mobile Equipment Servicer | 10.13 |
| 05130 - Motor Equipment Metal Mechanic | 13.71 |
| 05160 - Motor Equipment Metal Worker | 12.10 |
| 05190 - Motor Vehicle Mechanic | 13.71 |
| 05220 - Motor Vehicle Mechanic Helper | 10.12 |
| 05250 - Motor Vehicle Upholstery Worker | 12.10 |
| 05280 - Motor Vehicle Wrecker | 12.10 |
| 05310 - Painter, Automotive | 12.87 |
| 05340 - Radiator Repair Specialist | 12.10 |
| 05370 - Tire Repairer | 9.45 |
| 05400 - Transmission Repair Specialist | 13.39 |
| 07000 - Food Preparation And Service Occupations | |
| 07010 - Baker | 10.47 |
| 07041 - Cook I | 10.76 |
| 07042 - Cook II | 12.49 |
| 07070 - Dishwasher | 8.78 |
| 07130 - Food Service Worker | 9.08 |
| 07210 - Meat Cutter | 11.86 |
| 07260 - Waiter/Waitress | 9.12 |
| 09000 - Furniture Maintenance And Repair Occupations | |
| 09010 - Electrostatic Spray Painter | 16.17 |
| 09040 - Furniture Handler | 9.87 |
| 09080 - Furniture Refinisher | 16.17 |
| 09090 - Furniture Refinisher Helper | 11.97 |
| 09110 - Furniture Repairer, Minor | 14.07 |
| 09130 - Upholsterer | 16.17 |
| 11000 - General Services And Support Occupations | |
| 11030 - Cleaner, Vehicles | 9.00 |
| 11060 - Elevator Operator | 9.00 |
| 11090 - Gardener | 12.32 |
| 11122 - Housekeeping Aide | 9.23 |
| 11150 - Janitor | 9.23 |
| 11210 - Laborer, Grounds Maintenance | 9.34 |
| 11240 - Maid or Houseman | 8.78 |
| 11260 - Pruner | 8.36 |
| 11270 - Tractor Operator | 11.32 |
| 11330 - Trail Maintenance Worker | 9.34 |
| 11360 - Window Cleaner | 10.31 |
| 12000 - Health Occupations | |
| 12010 - Ambulance Driver | 17.52 |
| 12011 - Breath Alcohol Technician | 17.52 |
| 12012 - Certified Occupational Therapist Assistant | 24.03 |
| 12015 - Certified Physical Therapist Assistant | 24.03 |
| 12020 - Dental Assistant | 13.38 |

| | | |
|---|---|---|
| 12025 - Dental Hygienist | | 32.84 |
| 12030 - EKG Technician | | 23.96 |
| 12035 - Electroneurodiagnostic Technologist | | 23.96 |
| 12040 - Emergency Medical Technician | | 17.52 |
| 12071 - Licensed Practical Nurse I | | 15.66 |
| 12072 - Licensed Practical Nurse II | | 17.52 |
| 12073 - Licensed Practical Nurse III | | 19.52 |
| 12100 - Medical Assistant | | 11.54 |
| 12130 - Medical Laboratory Technician | | 15.55 |
| 12160 - Medical Record Clerk | | 12.37 |
| 12190 - Medical Record Technician | | 13.84 |
| 12195 - Medical Transcriptionist | | 15.66 |
| 12210 - Nuclear Medicine Technologist | | 38.49 |
| 12221 - Nursing Assistant I | | 11.03 |
| 12222 - Nursing Assistant II | | 12.43 |
| 12223 - Nursing Assistant III | | 13.54 |
| 12224 - Nursing Assistant IV | | 15.22 |
| 12235 - Optical Dispenser | | 17.52 |
| 12236 - Optical Technician | | 15.66 |
| 12250 - Pharmacy Technician | | 14.18 |
| 12280 - Phlebotomist | | 15.22 |
| 12305 - Radiologic Technologist | | 22.64 |
| 12311 - Registered Nurse I | | 20.70 |
| 12312 - Registered Nurse II | | 25.32 |
| 12313 - Registered Nurse II, Specialist | | 25.32 |
| 12314 - Registered Nurse III | | 30.64 |
| 12315 - Registered Nurse III, Anesthetist | | 30.64 |
| 12316 - Registered Nurse IV | | 36.72 |
| 12317 - Scheduler (Drug and Alcohol Testing) | | 21.69 |
| 12320 - Substance Abuse Treatment Counselor | | 21.69 |
| 13000 - Information And Arts Occupations | | |
| 13011 - Exhibits Specialist I | | 18.12 |
| 13012 - Exhibits Specialist II | | 22.43 |
| 13013 - Exhibits Specialist III | | 27.43 |
| 13041 - Illustrator I | | 18.12 |
| 13042 - Illustrator II | | 22.43 |
| 13043 - Illustrator III | | 27.43 |
| 13047 - Librarian | | 24.84 |
| 13050 - Library Aide/Clerk | | 14.42 |
| 13054 - Library Information Technology Systems Administrator | | 22.42 |
| 13058 - Library Technician | | 15.13 |
| 13061 - Media Specialist I | | 16.18 |
| 13062 - Media Specialist II | | 18.12 |
| 13063 - Media Specialist III | | 20.19 |
| 13071 - Photographer I | | 15.51 |
| 13072 - Photographer II | | 17.33 |
| 13073 - Photographer III | | 21.48 |
| 13074 - Photographer IV | | 26.29 |
| 13075 - Photographer V | | 31.82 |
| 13090 - Technical Order Library Clerk | | 15.49 |
| 13110 - Video Teleconference Technician | | 15.62 |
| 14000 - Information Technology Occupations | | |
| 14041 - Computer Operator I | | 15.71 |
| 14042 - Computer Operator II | | 15.76 |
| 14043 - Computer Operator III | | 17.56 |
| 14044 - Computer Operator IV | | 19.50 |
| 14045 - Computer Operator V | | 21.81 |
| 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 | | 19.50 |
| 14170 - System Support Specialist | | 21.24 |
| 15000 - Instructional Occupations | | |
| 15010 - Aircrew Training Devices Instructor (Non-Rated) | | 24.23 |
| 15020 - Aircrew Training Devices Instructor (Rated) | | 29.32 |
| 15030 - Air Crew Training Devices Instructor (Pilot) | | 33.30 |
| 15050 - Computer Based Training Specialist / Instructor | | 24.23 |
| 15060 - Educational Technologist | | 22.82 |
| 15070 - Flight Instructor (Pilot) | | 33.30 |
| 15080 - Graphic Artist | | 20.47 |
| 15085 - Maintenance Test Pilot, Fixed, Jet/Prop | | 32.62 |
| 15086 - Maintenance Test Pilot, Rotary Wing | | 32.62 |
| 15088 - Non-Maintenance Test/Co-Pilot | | 32.62 |
| 15090 - Technical Instructor | | 17.65 |
| 15095 - Technical Instructor/Course Developer | | 21.58 |
| 15110 - Test Proctor | | 13.87 |
| 15120 - Tutor | | 13.87 |
| 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations | | |
| 16010 - Assembler | | 9.78 |
| 16030 - Counter Attendant | | 9.78 |
| 16040 - Dry Cleaner | | 11.30 |
| 16070 - Finisher, Flatwork, Machine | | 9.78 |
| 16090 - Presser, Hand | | 9.78 |
| 16110 - Presser, Machine, Drycleaning | | 9.78 |
| 16130 - Presser, Machine, Shirts | | 9.78 |
| 16160 - Presser, Machine, Wearing Apparel, Laundry | | 9.78 |
| 16190 - Sewing Machine Operator | | 11.94 |
| 16220 - Tailor | | 12.44 |
| 16250 - Washer, Machine | | 10.24 |
| 19000 - Machine Tool Operation And Repair Occupations | | |
| 19010 - Machine-Tool Operator (Tool Room) | | 16.17 |
| 19040 - Tool And Die Maker | | 20.32 |
| 21000 - Materials Handling And Packing Occupations | | |
| 21020 - Forklift Operator | | 13.96 |
| 21030 - Material Coordinator | | 20.05 |
| 21040 - Material Expediter | | 20.05 |
| 21050 - Material Handling Laborer | | 11.37 |
| 21071 - Order Filler | | 9.66 |
| 21080 - Production Line Worker (Food Processing) | | 13.96 |
| 21110 - Shipping Packer | | 13.33 |
| 21130 - Shipping/Receiving Clerk | | 13.33 |
| 21140 - Store Worker I | | 13.93 |
| 21150 - Stock Clerk | | 19.55 |
| 21210 - Tools And Parts Attendant | | 13.96 |
| 21410 - Warehouse Specialist | | 13.96 |
| 23000 - Mechanics And Maintenance And Repair Occupations | | |
| 23010 - Aerospace Structural Welder | | 20.69 |
| 23019 - Aircraft Logs and Records Technician | | 16.09 |
| 23021 - Aircraft Mechanic I | | 19.70 |
| 23022 - Aircraft Mechanic II | | 20.69 |
| 23023 - Aircraft Mechanic III | | 21.74 |
| 23040 - Aircraft Mechanic Helper | | 13.70 |
| 23050 - Aircraft, Painter | | 18.50 |
| 23060 - Aircraft Servicer | | 16.09 |
| 23070 - Aircraft Survival Flight Equipment Technician | | 18.50 |
| 23080 - Aircraft Worker | | 17.38 |

| | |
|---|---|
| 23091 - Aircrew Life Support Equipment (ALSE) Mechanic I | 17.38 |
| 23092 - Aircrew Life Support Equipment (ALSE) Mechanic II | 19.70 |
| 23110 - Appliance Mechanic | 16.17 |
| 23120 - Bicycle Repairer | 11.78 |
| 23125 - Cable Splicer | 18.67 |
| 23130 - Carpenter, Maintenance | 14.09 |
| 23140 - Carpet Layer | 15.12 |
| 23160 - Electrician, Maintenance | 17.68 |
| 23181 - Electronics Technician Maintenance I | 15.12 |
| 23182 - Electronics Technician Maintenance II | 16.17 |
| 23183 - Electronics Technician Maintenance III | 18.31 |
| 23260 - Fabric Worker | 14.07 |
| 23290 - Fire Alarm System Mechanic | 15.43 |
| 23310 - Fire Extinguisher Repairer | 13.03 |
| 23311 - Fuel Distribution System Mechanic | 17.22 |
| 23312 - Fuel Distribution System Operator | 13.03 |
| 23370 - General Maintenance Worker | 11.96 |
| 23380 - Ground Support Equipment Mechanic | 19.70 |
| 23381 - Ground Support Equipment Servicer | 16.09 |
| 23382 - Ground Support Equipment Worker | 17.38 |
| 23391 - Gunsmith I | 13.03 |
| 23392 - Gunsmith II | 15.12 |
| 23393 - Gunsmith III | 17.22 |
| 23410 - Heating, Ventilation And Air-Conditioning Mechanic | 16.58 |
| 23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility) | 17.63 |
| 23430 - Heavy Equipment Mechanic | 17.27 |
| 23440 - Heavy Equipment Operator | 16.21 |
| 23460 - Instrument Mechanic | 17.22 |
| 23465 - Laboratory/Shelter Mechanic | 16.17 |
| 23470 - Laborer | 11.37 |
| 23510 - Locksmith | 16.17 |
| 23530 - Machinery Maintenance Mechanic | 19.12 |
| 23550 - Machinist, Maintenance | 17.22 |
| 23580 - Maintenance Trades Helper | 9.92 |
| 23591 - Metrology Technician I | 17.22 |
| 23592 - Metrology Technician II | 18.31 |
| 23593 - Metrology Technician III | 19.39 |
| 23640 - Millwright | 17.22 |
| 23710 - Office Appliance Repairer | 15.82 |
| 23760 - Painter, Maintenance | 13.95 |
| 23790 - Pipefitter, Maintenance | 17.47 |
| 23810 - Plumber, Maintenance | 16.40 |
| 23820 - Pneudraulic Systems Mechanic | 17.22 |
| 23850 - Rigger | 17.22 |
| 23870 - Scale Mechanic | 15.12 |
| 23890 - Sheet-Metal Worker, Maintenance | 15.28 |
| 23910 - Small Engine Mechanic | 15.12 |
| 23931 - Telecommunications Mechanic I | 19.01 |
| 23932 - Telecommunications Mechanic II | 19.76 |
| 23950 - Telephone Lineman | 18.24 |
| 23960 - Welder, Combination, Maintenance | 17.31 |
| 23965 - Well Driller | 17.22 |
| 23970 - Woodcraft Worker | 17.22 |
| 23980 - Woodworker | 13.03 |
| 24000 - Personal Needs Occupations | |
| 24550 - Case Manager | 14.15 |
| 24570 - Child Care Attendant | 10.09 |

| | |
|---|---|
| 24580 - Child Care Center Clerk | 12.58 |
| 24610 - Chore Aide | 13.93 |
| 24620 - Family Readiness And Support Services Coordinator | 14.15 |
| 24630 - Homemaker | 16.12 |
| 25000 - Plant And System Operations Occupations | |
| 25010 - Boiler Tender | 17.22 |
| 25040 - Sewage Plant Operator | 17.53 |
| 25070 - Stationary Engineer | 17.22 |
| 25190 - Ventilation Equipment Tender | 11.97 |
| 25210 - Water Treatment Plant Operator | 17.53 |
| 27000 - Protective Service Occupations | |
| 27004 - Alarm Monitor | 10.90 |
| 27007 - Baggage Inspector | 8.90 |
| 27008 - Corrections Officer | 12.05 |
| 27010 - Court Security Officer | 12.05 |
| 27030 - Detection Dog Handler | 10.90 |
| 27040 - Detention Officer | 12.05 |
| 27070 - Firefighter | 12.05 |
| 27101 - Guard I | 8.92 |
| 27102 - Guard II | 10.90 |
| 27131 - Police Officer I | 12.05 |
| 27132 - Police Officer II | 13.40 |
| 28000 - Recreation Occupations | |
| 28041 - Carnival Equipment Operator | 11.53 |
| 28042 - Carnival Equipment Repairer | 12.20 |
| 28043 - Carnival Worker | 9.03 |
| 28210 - Gate Attendant/Gate Tender | 13.18 |
| 28310 - Lifeguard | 11.01 |
| 28350 - Park Attendant (Aide) | 14.74 |
| 28510 - Recreation Aide/Health Facility Attendant | 10.76 |
| 28515 - Recreation Specialist | 18.26 |
| 28630 - Sports Official | 11.74 |
| 28690 - Swimming Pool Operator | 17.71 |
| 29000 - Stevedoring/Longshoremen Occupational Services | |
| 29010 - Blocker And Bracer | 18.39 |
| 29020 - Hatch Tender | 18.39 |
| 29030 - Line Handler | 18.39 |
| 29041 - Stevedore I | 17.14 |
| 29042 - Stevedore II | 19.67 |
| 30000 - Technical Occupations | |
| 30010 - Air Traffic Control Specialist, Center (HFO) (see 2) | 37.52 |
| 30011 - Air Traffic Control Specialist, Station (HFO) (see 2) | 25.87 |
| 30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) | 28.49 |
| 30021 - Archeological Technician I | 17.49 |
| 30022 - Archeological Technician II | 19.56 |
| 30023 - Archeological Technician III | 24.21 |
| 30030 - Cartographic Technician | 23.18 |
| 30040 - Civil Engineering Technician | 21.93 |
| 30051 - Cryogenic Technician I | 23.08 |
| 30052 - Cryogenic Technician II | 25.49 |
| 30061 - Drafter/CAD Operator I | 17.49 |
| 30062 - Drafter/CAD Operator II | 19.56 |
| 30063 - Drafter/CAD Operator III | 20.74 |
| 30064 - Drafter/CAD Operator IV | 24.21 |
| 30081 - Engineering Technician I | 14.62 |
| 30082 - Engineering Technician II | 16.41 |
| 30083 - Engineering Technician III | 18.36 |
| 30084 - Engineering Technician IV | 22.34 |
| 30085 - Engineering Technician V | 27.83 |
| 30086 - Engineering Technician VI | 33.66 |

| | | |
|---|---|---|
| 30090 - Environmental Technician | | 21.10 |
| 30095 - Evidence Control Specialist | | 20.84 |
| 30210 - Laboratory Technician | | 20.74 |
| 30221 - Latent Fingerprint Technician I | | 23.08 |
| 30222 - Latent Fingerprint Technician II | | 25.49 |
| 30240 - Mathematical Technician | | 23.34 |
| 30361 - Paralegal/Legal Assistant I | | 19.44 |
| 30362 - Paralegal/Legal Assistant II | | 23.68 |
| 30363 - Paralegal/Legal Assistant III | | 28.99 |
| 30364 - Paralegal/Legal Assistant IV | | 33.88 |
| 30375 - Petroleum Supply Specialist | | 25.49 |
| 30390 - Photo-Optics Technician | | 21.93 |
| 30395 - Radiation Control Technician | | 25.49 |
| 30461 - Technical Writer I | | 22.17 |
| 30462 - Technical Writer II | | 27.10 |
| 30463 - Technical Writer III | | 32.79 |
| 30491 - Unexploded Ordnance (UXO) Technician I | | 23.85 |
| 30492 - Unexploded Ordnance (UXO) Technician II | | 28.85 |
| 30493 - Unexploded Ordnance (UXO) Technician III | | 34.58 |
| 30494 - Unexploded (UXO) Safety Escort | | 23.85 |
| 30495 - Unexploded (UXO) Sweep Personnel | | 23.85 |
| 30501 - Weather Forecaster I | | 23.08 |
| 30502 - Weather Forecaster II | | 28.08 |
| 30620 - Weather Observer, Combined Upper Air Or Surface Programs | (see 2) | 20.74 |
| 30621 - Weather Observer, Senior | (see 2) | 23.00 |
| 31000 - Transportation/Mobile Equipment Operation Occupations | | |
| 31010 - Airplane Pilot | | 28.85 |
| 31020 - Bus Aide | | 8.15 |
| 31030 - Bus Driver | | 9.69 |
| 31043 - Driver Courier | | 8.97 |
| 31260 - Parking and Lot Attendant | | 8.12 |
| 31290 - Shuttle Bus Driver | | 9.99 |
| 31310 - Taxi Driver | | 9.18 |
| 31361 - Truckdriver, Light | | 9.43 |
| 31362 - Truckdriver, Medium | | 11.61 |
| 31363 - Truckdriver, Heavy | | 13.89 |
| 31364 - Truckdriver, Tractor-Trailer | | 13.89 |
| 99000 - Miscellaneous Occupations | | |
| 99020 - Cabin Safety Specialist | | 14.07 |
| 99030 - Cashier | | 9.03 |
| 99050 - Desk Clerk | | 9.70 |
| 99095 - Embalmer | | 23.85 |
| 99130 - Flight Follower | | 23.85 |
| 99251 - Laboratory Animal Caretaker I | | 19.65 |
| 99252 - Laboratory Animal Caretaker II | | 20.61 |
| 99260 - Marketing Analyst | | 19.10 |
| 99310 - Mortician | | 23.85 |
| 99410 - Pest Controller | | 14.61 |
| 99510 - Photofinishing Worker | | 12.53 |
| 99710 - Recycling Laborer | | 11.84 |
| 99711 - Recycling Specialist | | 17.90 |
| 99730 - Refuse Collector | | 11.26 |
| 99810 - Sales Clerk | | 9.46 |
| 99820 - School Crossing Guard | | 15.82 |
| 99830 - Survey Party Chief | | 21.30 |
| 99831 - Surveying Aide | | 12.11 |
| 99832 - Surveying Technician | | 15.74 |
| 99840 - Vending Machine Attendant | | 21.42 |
| 99841 - Vending Machine Repairer | | 27.06 |
| 99842 - Vending Machine Repairer Helper | | 21.42 |

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $4.41 per hour or $176.40 per week or $764.40 per month

HEALTH & WELFARE EO 13706: $4.13 per hour, or $165.20 per week, or $715.87 per month*

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

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

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

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than $27.63 (or on a salary or fee basis at a rate not less than $455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds $27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate,

then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:
(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

** UNIFORM ALLOWANCE **

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

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

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report

of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

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

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

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

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

# APPENDIX IV

## FEDERAL FORMS

Assurances – Non-Construction Programs

Certification Regarding Debarment

Certifications and Assurances

## Assurances – Non-Construction Programs

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**Note:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

**As the duly authorized representative of the applicant, I certify that the applicant:**

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to non-discrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 93-255), as amended, relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to non-discrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C.290 dd-3 and 290 ee-3, as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C.

3601 et seq.), as amended, relating to non-discrimination in the sale, rental and financing of housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made, and (j) the requirements on any other non-discrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S. C. 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234), which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.
11. Will comply with environmental standards, which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetland pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Pilot Program for Enhancement of Contractor Employee Whistleblower Protections (48 CFR section 3.908 implementing section 828), that is supported by this award of assistance.
17. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

**The above certification and assurance are hereby agreed to and sworn by:**

Printed Name and Title:

_____

_____
Signature

Authorized Representative for:

_____

Subscribed and sworn to before me
this _____ day of _____, 2018.
_____

NOTARY PUBLIC
My commission expires: _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**
**FOR RFP/DPHSS-2018-02**

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

**PROJECT INFORMATION:**

**Project Name:** _____

**Project Number:** _____

**Data Universal Numbering System (DUNS) Number:** ___ ___ ___ ___ ___ ___ ___ ___ ___

**Principal Contact:** _____
*Firm Name / Contact Name / Title*

_____
*Firm Address/ Phone Number/ Email Address*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

***Contractor-***

(1) The undersigned certifies, by submission of this proposal, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal agencies;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

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

_____

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

_____ _____
Signature/Authorized Certifying Official Typed Name and Title

_____ _____
Prospective Contractor/Offeror Date Signed

_____
Contractor License No. (if any)

**Instructions: Offerors need to sign and submit this form with this proposal.**

**Certifications & Assurances**
**Federal Funds – Center for Disease Control**
**United Stated Department of Health and Human Services**

This form is six (6) pages and is required to be signed and notarized on the sixth (6th) page. The certification and representations are required as this procurement is federally funded. The terms and conditions set forth on this form will also be a part of the terms and conditions of the contract.

**1. Certification Regarding Debarment and Suspension**

The undersigned (authorized official signing for the applicant organization) certifies, to the best of his or her knowledge and belief, that the applicant, defined as the primary participant in accordance with 45 CFR Part 76, and its principals: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency. (b) Have not, within a 3-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. (c) Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification. (d) Have not, within a 3-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default. Should the applicant not be able to provide this certification, an explanation as to why should be placed after the assurances page in the application package. The applicant agrees by submitting this proposal that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

**2. Certification Regarding Drug-Free Workplace Requirements**

The undersigned (authorized official signing for the applicant organization) certifies that the applicant will, or will continue to, provide a drug-free work-place in accordance with 45 CFR Part 76 by: (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition. (b) Establishing an ongoing drug-free awareness program to inform employees about –(1) The dangers of drug abuse in the workplace. (2) The grantee's policy of maintaining a drug-free workplace. (3) Any available drug counseling, rehabilitation, and employee assistance programs. (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace. (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above. (d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the grant, the employee will – (1) Abide by the terms of

the statement. (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction. (e) Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant. (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted – (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended. (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency. (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f). For purposes of paragraph (e) regarding agency notification of criminal drug convictions, the DHHS has designated the following central point for receipt of such notices:

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

**3. Certification Regarding Lobbying**

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING $100,000 in total costs (45 CFR Part 93). The undersigned (authorized official signing for the applicant organization) certifies, to the best of his or her knowledge and belief, that: (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (b) If any funds other than

Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

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

**5. Certification Regarding Environmental Tobacco Smoke**

Public Law 103-227, also known as the Pro-Children Act of 1994 (ACT), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. By signing the certification, the undersigned certifies that the applicant organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The applicant organization agrees that it will require that the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-recipients shall certify accordingly. The Public Health Services strongly encourage all grant recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

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

Contractor and its subcontractor, and their employees associated with performance under this procurement shall not (i) engage in severe forms of trafficking in persons during the period of time that the procurement is in effect; ii) procure a commercial sex act during the time that the procurement is in effect, or (iii) used forced labor in the performance of services in this procurement as defined in the TVPA as amended or the federal regulations, including but not limited to 2 CFR 175.

The Government of Guam and the United States Department of Public Health and Human Services, Administration Center of Disease Control may terminate any work, contract, grant, subgrant without penalty for any violation of these provisions by the Contractor and its subcontractors and their employees, imputed to the Contractor or its subcontractor imputed to them using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by the United States Department of Public Health and Human Services 2 CFR part 376.

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

**Charitable Choice** (applies to faith-based organizations only).

Contractor attests that funds received as a result of this procurement will not be used for sectarian instruction, worship, proselytizing or for any other purely religious activities that are not directed toward the secular social goals related to the services described in the RFP. Contractor agrees to serve all eligible members of the public without regard to their religious beliefs and, further, must not require clients' active participation in any religious practice. (In carrying out the said services, the Contractor will remain independent from federal, state and local governments; will retain control over the expression of its religious beliefs, and is not required to remove its religious writings or symbols or to alter its internal governance as a condition of doing business with the Government of Guam Department of Health and Human Services). U.S. Department of Health and Human Services regulations pertaining to Equal Treatment for Faith-Based Organizations can

be found at 45 CFR Part 87. The Government of Guam Department of Health and Human Services incorporates and follows the Equal Treatment Regulations for Faith-Based Organizations as a matter of good practice

**Limited English Proficiency Certification**

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

**Certification Of Non-Discrimination**

Contractor agrees that it will comply, with and will insure compliance by its sub-grantees and contractors with the non-discrimination requirements of the following statutes and regulations:

- Omnibus Crime Control and Safe Streets Act of 1968, as amended, and 42 U.S.C. 3789(d) which prohibits discrimination on the basis of race, color, national origin, religion, or sex in the United States Department of Justice funded programs or activities;
- Title VI of the Civil Rights Act of 1964, and 42 U.S.C. §2000d which prohibits discrimination on the basis of race, color or national origin in the United States Department of Justice funded programs or activities;
- Section 504 of the Rehabilitation Act of 1973, and 29 U.S.C. §794 which prohibits discrimination on the basis of disability in U.S. D.O.E. funded programs or activities;
- Title II of the Americans with Disabilities Act (ADA) of 1990, and 42 U.S.C. §12132, as it relates to discrimination on the basis of disability in the United States Department of Justice funded programs or activities;
- Title IX of the Education Amendments of 1972, and 20 U.S.C. §1681 as it relates to discrimination on the basis of sex the United States Department of Justice funded training or educational programs;
- The Age Discrimination Act 1975, and 42 U.S.C. §6102, as it relates to services discrimination on the basis of age the United States Department of Justice funded programs or activities.

No person shall, on the grounds of race, color, religion, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in connection with any program or activity funded in whole or in part with funds made available under this title from the U.S. Department of Health and Human Services. The applicant agency also certified that, if required to formulate an Equal Employment Opportunity Plan (EEOP), in accordance with 28 CFR 42.301 et seq., it will maintain a current one on file. Non-compliance with the discrimination regulations may result in the suspension or termination of funding.

In the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, sex, or disability against a recipient of Federal funds, or any sub-grantee or contractor of that recipient, a copy of such findings must be forwarded to the United States of Department of Health and Human Services.

If your organization is required to develop an EEOP and your organization has received a single award for $500,000 or more in grant funds, whether directly from the U.S. Department of Health and Human Services or indirectly from a state or local agency as a sub-recipient, your agency must submit a copy of the subject EEOP to the U.S. Department of Health and Human Services for their review and approval.

**Civil Rights Requirements**

Service Provider: _____

Civil Rights Contact Person: _____

Title/Address: _____

_____

Telephone Number _____

Number of persons employed by the organizational unit: _____

**The above certification and assurance are hereby agreed to and sworn by:**

Printed Name and Title:

_____

_____
Signature

Authorized Representative for:

_____

Subscribed and sworn to before me
this _____ day of _____, 2018.

_____

NOTARY PUBLIC

My commission expires: _____

# APPENDIX V

## REGISTRATION FORM

**DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES DIVISION OF PUBLIC HEALTH BUREAU OF COMMUNITY HEALTH SERVICES**

**RFP/DPHSS-2018-02**
**Screening and Diagnostic Services for the Guam Breast and Cervical Cancer Early Detection Program**

# REGISTRATION OF INTERESTED PARTIES

NOTE: Only registered persons will receive official communications from the DPHSS Guam Breast and Cervical Cancer Early Detection Program (GBCCEDP) Office regarding the Request for Proposals DPHSS/RFP-2018-02; and only proposals or applications from registered persons will be accepted. Receipt and acknowledgement of all RFP amendments is required of all Offerors submitting proposals.

| Print Name | Signature | Physical Address | Mailing Address |
|---|---|---|---|
| | | | |
| | | | |

Received by: _____ Date:_____

Name & Signature of GBCCEDP Staff

***Please return the completed registration form to the DPHSS GBCCEDP Office via fax at 671-734-7626, or email to elizabeth.guerrero@dphss.guam.gov.***

# APPENDIX VI

## OFFEROR'S GUIDE

(This page must be placed on envelop of proposal)

**DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES**
**GUAM BREAST AND CERVICAL CANCER EARLY DETECTION PROGRAM**
**RFP/DPHSS-2018-02**

# OFFEROR'S GUIDE

Proposer Name:

_____

Proposer Address:

_____

_____

Date of Submission: _____

Time of Submission: _____

## 1. TITLE PAGE

a. Name of Offeror (Organization's Name):

b. Location of the offeror's principal place of business:

Physical Address:

Mailing Address:

c. Telephone and facsimile numbers and e-mail address:

Telephone:
Fax:
E-mail address:

## 2. RFP HIGHLIGHTS


| **Section:** | **Page Number:** |
|---|---|
| General Information | **3** |
| Cover Letter | **5** |
| Submission | **7-8** |
| Contracting Information | **9** |
| Evaluation | **12** |
| Offeror's Background Information | **18-19** |
| Scope of Work: Program Specifications | **19-22** |
| Detailed Specification | **22-23** |
| Performance Indicators | **23-25** |
| General Submission Requirements | **25-26** |
| 2017 NBCCEDP Allowable Procedures and Relevant CPT Codes | **28-34** |
| 2018 NBCCEDP Allowable Procedures and Relevant CPT Codes | **36-41** |
| Appendix II – Contract Terms and Conditions | **42-87** |
| Appendix III – Local Forms | **88-117** |


## 3. DESIGNATIONS OF CONTACT PERSON

a. Name:

b. His/her title:

c. Mailing address:

d. Contact numbers:

**e.** Email address:

**4. <u>BUSINESS LICENSE</u>**

a. Provide a copy of license or registration as non-profit organization with the Guam Department of Revenue and Taxation.
b. Federal Employer Identification Number (EIN):
*Or*
Tax identification number (TIN):

- Please note: Public Law 33-166, a 4% Business Privilege Tax for non-resident person/contractor will apply.

**5. <u>FORMS</u> - Must be included with Proposal**

- **Local Forms – (See Appendix III in the RFP)**
  a. Affidavit Disclosing Ownership and Commission
  b. Affidavit re Non-Collusion
  c. Affidavit re No Gratuities or Kickbacks
  d. Affidavit re Ethical Standards
  e. Affidavit re Contingent Fees
  f. Declaration Re Compliance with 5 GCA § 5150
  g. Declaration Re Compliance with U.S. DOL Wage Determination

- **Federal Forms – (See Appendix IV in the RFP)**
  i. Assurances – Non-Construction Programs
  ii. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
  iii. Certifications and Assurances Federal Funds – Center for Disease Control United States Department of Health and Human Services