

## APPENDIX A

### **MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES AND THE GUAM DEPARTMENT OF LABOR**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into by and between the Guam Department of Public Health and Social Services, hereinafter referred to as the DPHSS whose mailing address is 155 Hesler Place, Hagatna, Guam and the Guam Department of Labor, hereinafter referred to as the GDOL whose mailing address is 414 West Soledad Avenue, Suite 808, GCIC Bldg., Hagatna, Guam 96910.

#### **PURPOSE**

The purpose of this MOU is to partner and leverage resources available through the American Job Center (AJC) to successfully carry out the required activities of the Guam Supplemental Nutrition Assistance Program (SNAP) Employment and Training (E&T) Program.

WHEREAS, the purpose of the GDOL shall be to foster, promote, and develop the welfare of the wage earners of Guam, to improve their working and living conditions, and to advance their opportunities for occupational training and profitable employment;

WHEREAS, 22 GCA §1302 establishes the Division of Workforce Development and Training within the GDOL responsible for the coordination of manpower needs, assessment and employment programs funded under the provisions of local statutes and of federal statutes;

WHEREAS, the parties to this Agreement are partners of Guam's AJC whose vision is to empower individuals to be preferred employees through a shared community vision which brings opportunities to Guam's workforce to achieve and sustain a better quality of life;

WHEREAS, the parties agree to coordinate and support the One-Stop system's employment and training services on Guam. The One-stop system provides integrated services for education, employment, training and supportive services to local residents of Guam. The One-Stop system is operated pursuant to the statutes and regulations of the Workforce Innovation and Opportunity Act and various local laws;

WHEREAS, the DPHSS is a recipient of the SNAP E&T grant, under the United States Department of Agriculture (USDA), Food and Nutrition Service (FNS), Section 6 of the Food and Nutrition Act of 2008, as amended, (the Act) provides that each state shall implement an employment and training program for the purpose of assisting members of SNAP households in gaining skills, training, work or experience that will increase their ability to obtain, maintain, and advance in unsubsidized employment;

WHEREAS, DPHSS has the responsibility for monitoring SNAP E&T Program federal funds' statutory and regulatory requirements, which are passed through to GDOL as a sub-recipient;

WHEREAS, the designated eligibility determination entity is the DPHSS' Division of Public Welfare (DPW), Bureau of Economic Security (BES), Work Programs Section (WPS), SNAP E&T which is a mandated partner in approving and administering SNAP-related work programs and activities;

WHEREAS, the parties combined WIOA State Plan 2020-2023 by the U.S. Department of Labor expires on June 30, 2024. See the U.S. Department of Labor Training and Employment Guidance Letter (TEGL) WIOA No. 04-21:

<https://www.dol.gov/agencies/eta/advisories/training-and-employment-guidance-letter-no-04-21>

WHEREAS, the parties new combined WIOA State Plan 2024-2027, by the U.S. Department of Labor, begins July 1, 2024. See the U.S. Department of Labor Training and Employment Guidance Letter (TEGL) WIOA No. 04-23:

(<https://www.dol.gov/agencies/eta/advisories/training-and-employment-guidance-letter-no-04-21>).

WHEREAS, the parties combined WIOA State Plan is authorized by U.S. Department of Labor on a multi-year program basis, and DPHSS SNAP E&T's U.S. Department of Agriculture, FNS SNAP Guam Employment Training federal funding, is part of an annual funding program, from October 1<sup>st</sup> through September 30<sup>th</sup>.

WHEREAS, there currently is a new multi-year combined WIOA State Plan (2024-2027) anticipated to be approved, and commence on PY July 1, 2024 and ending on June 30, 2027, and in August of 2024 DPHSS SNAP E&T begins its process for its new funding year FY 2025 which begins October 1, 2024 and ending September 30, 2025.

WHEREAS, DPHSS SNAP E&T and GDOL partner and cooperate in keeping with the purposes and all applicable terms and conditions of both the current and changing program multi-year combined WIOA State Plan, and the current and changing annual fiscal funding year for FNS SNAP E&T State Plan.

WHEREAS, the USDA FNS SNAP E&T Program federal funds have federal statutory, regulatory, rules, guidelines, requirements, and assurances, which DPHSS as the pass-through entity flows through to GDOL as the sub-recipient of the funds.

**NOW THEREFORE**, the parties in consideration of mutual covenants hereinafter set forth, agree as follows:

## **PART I - DPHSS AND GDOL PROJECT TITLE: SNAP E&T AND AJC PARTNERSHIP**

The parties intend for this MOU to be an umbrella agreement as to any remaining period under Guam's Combined WIOA State Plan for Program Years 2020-2023 ending on June 30, 2024. This MOU when it comes into effect will replace the prior MOU umbrella agreement in place between the parties. The parties also intend for this MOU, to be an umbrella agreement as to any new Combined WIOA State Plan for Program Years 2024-2027, when it

comes into effect. The parties incorporate by reference the relevant Combined WIOA State Plan is a related document on GDOL's website located at: <https://dol.guam.gov/employment-and-training/gwdb/>.

The parties intend for this to be an umbrella agreement as to the Guam USDA FNS State Plan for FY 2024; i.e. the annual funding for the SNAP E&T Program and AJC partnership through DPHSS' 50% USDA FNS SNAP E&T and local funds under the Guam USDA FNS SNAP State Plan for FY 2024 ending September 30, 2024, as set forth in detail in this MOU, as well as to any new annual fiscal year funding for the Guam USDA FNS SNAP State Plans put in place between DPHSS and GDOL.

GDOL is the sub-recipient of pass-through USDA FNS SNAP E&T federal and local funds from DPHSS. GDOL shall comply with all of the requirements for those funds.

Attached hereto and incorporated herein:

- Attachment A: Work Request
- Attachment B: Notice of Grant Award(s)
- Attachment C: Subaward Data Sheet
- Attachment D: Grant Standard Terms and Conditions
- Attachment E: Non-discrimination Compliance (Title 7, subtitle B, Chapter II-Subchapter C - Part 272.6) also included in the terms and conditions (Attachment C). [www.ascr.usda.gov/complaint](http://www.ascr.usda.gov/complaint).
- Attachment F: Guam SNAP E&T Federal Fiscal Year (FFY) 2024 State Plan, including: Assurance Statements, Acronyms, State E&T Program Operations and Policy Overview, E&T Component Detail, Estimated Participant Levels, Summary of Partnerships and/or Contracts, Contractor Detail Addendum, Operating Budget and Budget Narrative, Budget Narrative and Justifications. Please note this attachment is the most recent Guam SNAP E&T State Plan but the applicable document for the length of this MOU will be the most current State Plan, which will be updated and approved annually.

Not attached but incorporated by reference:

- SNAP Program Website: [www.fns.usda.gov/snap/supplemental-nutrition-assistance-program-snap](http://www.fns.usda.gov/snap/supplemental-nutrition-assistance-program-snap)
- SNAP E&T Guidance:
  - SNAP E&T Toolkit
  - Employment and Training Handbook- June 2017
  - SNAP E&T Operations Handbook-June 2018
  - Q&A Package on E&T Financial Policy-May 2006
  - Guide to Serving ABAWDs Subject to Time-Limit Participation
- Guam DOL Materials:
  - Modifications to Guam's WIOA Combined State Plan for Program year 2020-2023
  - Approval Letter from U.S. DOL ETA on Guam's WIOA & WP Performance Targets for PY2018 & PY2019
  - Guam's Combined State Plan for Program Years 2024-2027 (under review)
  - Guam's Workforce Integrated Plan: PY2012-2016
  - Guam's Response to the December 2013 Enhanced Desk Monitoring Review

- 2014\_GWDB resolution/ 2014-002 “A Resolution relative to the Enhanced Desk Monitoring Review (EDMR) concern establishing the Resource Sharing Agreement (RSA) and amending the current One-Stop Career Center Memorandum of Understanding (MOU) to include the defined cost allocation for all American Job Center partners.”
- Approval Letter from U.S. DOL ETA on Guam’s WIA & WP Performance Targets for PY2015

## **PART II - SCOPE OF SERVICES- RESPONSIBILITIES OF THE PARTIES**

The DPHSS and GDOL Project Title: SNAP E&T and AJC Partnership: Increases SNAP E&T’s opportunity to advocate for the unique needs of SNAP clients in the Guam Workforce Development system; enhances the collaboration between other AJC workforce programs; allows AJC to work directly with SNAP E&T to market, conduct skills assessments, and help SNAP participants access the full range of services available through the AJC system. Pursuant to the WIOA, the AJC includes an enhanced “priority of service” requirement to ensure that public benefit recipients and other hard-to-serve populations receive priority service for WIOA career and training services through the AJC system.

### **DPHSS Shall:**

1. Screen all SNAP applicants and recipients to determine whether it is appropriate, based on DPHSS’ criteria, to refer the individual to the SNAP E&T program.
2. Notify SNAP applicants and recipients of the benefits, purpose, intent, and requirements of the SNAP E&T.
3. Process direct referrals for individuals whose first point of contact is with DPHSS and refer to GDOL as soon as practicable.
4. Process reverse referrals for individuals who first interact with E&T through a provider to work through the DPHSS Work Programs Section to verify SNAP and/or E&T eligibility.
5. Provide PHPro system access to appropriate GDOL staff.
6. Provide training for GDOL staff to access SNAP participation information, document participant reimbursement requests and generate certification requests.
7. Provide training to GDOL staff in all necessary aspects of SNAP E&T program, including but not limited to PHPro, E&T components, participant reimbursement requirements, PHPro Rules of Behavior, Personal Identifiable Information (PII), and confidentiality.
8. Process the supportive services direct payments for transportation, ancillary, and childcare services.
9. Maintain and control all documented transactions between DPHSS and GDOL.
10. Transmit the change status of all referrals to GDOL within 10 working days.
11. Receive and take appropriate action on status reports from GDOL.
12. Complete and submit the FNS-583 report as required.
13. Co-locate staff at the AJC at least twice a week to ensure program monitoring and provide staff guidance and case consultation.
14. Monitor MOU requirements regularly as determined by DPHSS.
15. Track and manage overall budget and expenses.

16. Rebrand the Guam SNAP E&T program.

**GDOL Shall:**

1. Provide Employment Development Workers (EDW) whose primary duties and responsibilities shall be to conduct orientations, intake, assessments (including the need for support services), place clients in appropriate SNAP E&T component (or refer to other partners as appropriate), and provide mandatory case management. Placement in a SNAP E&T component must be completed within 30 calendar days of the referral from DPHSS to GDOL.
2. Attend DPHSS training opportunities for EDWs which could include on-island trainings, off-island trainings, webinars, etc. Funding for these trainings will be provided by DPHSS if available and applicable.
3. Utilize the Business Services Unit to ensure SNAP E&T customers have access to public and private sector employment opportunities. This should include and prioritize high-wage, high-demand opportunities as appropriate.
4. Utilize GDOL's Community Outreach staff to develop program flyers and informational handouts tailored to SNAP E&T participants when requested by DPHSS.
5. Verify on PHPro the individual's SNAP eligibility and also ensure they are receiving benefits before providing SNAP E&T services or authorizing participant reimbursements. Must ensure that the individual has been referred by DPHSS and if not, to contact the E&T Program to process the E&T referral.
6. Perform the following activities for all E&T participants and ensure they are captured and documented in the HireGuam website which is the official job bank for the island of Guam:
  - a. Complete intake process, orientation, and initial assessment.
  - b. Ensure customers are registered and have a completed resume.
  - c. Assess expected needs for support service.
  - d. Develop a Objective Assessment Summary/Individual Employment Plan.
  - e. Place into appropriate component/activity (inclusive of subsidized training).
    - i. Provide occupational-related testing, job placement services, supervised job search and/or job search training, job enhancement, and/or job development activities, as appropriate.
  - f. Provide case management services, monitor progress, and provide counseling and other services as needed (at least monthly).
7. Ensure SNAP E&T participants are included in:
  - a. GDOL job placement
  - b. Job fairs
  - c. Specialized recruitments
  - d. All other economic development initiatives
8. Complete referrals for training or additional services including but not limited to:
  - a. Guam Community College (Adult Education, Workforce Development, bootcamps, and/or other credit or non-credit training programs)
  - b. Guam Trades Academy
  - c. Other Eligible Training Programs/Providers List (ETPL) partners as appropriate
9. Supplement DPHSS provided supportive services as funding and resources allow.



10. Review, validate, and input participation hours and authorize support services (i.e. child care assistance, transportation, and work-related reimbursements), in the PHPro system within 5 working days upon receipt of this information from the client. All original Participant Reimbursement Request forms will be routed to DPHSS SNAP E&T Program to process direct payments. DPHSS shall maintain all original documentation related to SNAP E&T and GDOL will upload the same documents on HireGuam in each participant's file.
11. Provide monthly feedback to DPHSS on status of all participants and weekly feedback on participants who are struggling to complete their assigned activity, including recommendations on whether SNAP E&T participation is appropriate, whether other components would be a better fit, and/or whether there are additional barriers to participation that need to be addressed.
12. Provide monthly updates on SNAP E&T expenses.
13. Provide access to the Virtual One Stop System (VOSS) for all SNAP E&T participants at no charge.
14. Provide access to the HireGuam system for appropriate DPHSS staff.
15. Provide training on HireGuam for DPHSS staff to effectively utilize the system and the reporting tools.
16. Provide training for DPHSS staff on labor market information, WIOA, and other aspects of the program as necessary.
17. Provide DPHSS with data outcomes to ensure at least 20% of SNAP E&T participants become gainfully employed or have earned a credential within 18 months of the development of their Individual Employment Plan (IEP).
18. Provide copies of SNAP E&T financial expenditures to DPHSS on a monthly basis.
19. Refer potentially eligible clients to DPHSS Certification Unit to apply for SNAP.
20. Assess capacity to pursue the use of a 50/50 model to draw down additional federal funds and expand service capacity.
21. Create opportunities for improved linkage to WIOA Title I via co-enrollment or sequential enrollment and report to DPHSS monthly.
22. Ensure E&T participants receive priority of services; E&T participants are WIOA's target population.
23. Ensure linkages to statewide apprenticeship initiatives, including those involving Guam DOL, Guam Community College, and Guam Trades Academy.
24. Ensure that all staff working with SNAP E&T participants have been appropriately trained in Civil Rights. GDOL can reach out to DPHSS if assistance is needed on training.

**DPHSS and GDOL Shall:**

1. Provide orientations for SNAP E&T participants to be determined by both entities as needed.
2. Develop promotional/informational materials.
3. Attend regular staff meetings as determined by DPHSS and GDOL.
4. Work together to continually improve processes, services and overall aspects of partnership.
5. Align and utilize SNAP E&T components to GDOL activity codes to track and match the activities of participants and generate reports.
6. Work to increase referrals to the Guam Trades Academy and Guam Community College and explore the process for drawing down additional 50/50 reimbursement

funds.

7. Review HireGuam reports to track progress on MOU, participation, services, and goal attainment.
8. Assess need for case management training among GDOL staff.

### **PART III - GOALS RELATED TO SNAP E&T PARTICIPANTS**

1. WIOA Title I Co-Enrollment: 75% of participants
2. Overall Participation:
  - a. Year 1: 60+ participants
  - b. Year 2: 80+ participants
  - c. Year 3: 100+ participants
3. Target Population (18 – 59-year- old):
  - a. Year 1: 60%
  - b. Year 2: 70%
  - c. Year 3: 80%
4. Component Goals:
  - a. Training/Classroom (including bootcamps, pre-apprentice, or vocational education):
    - i. Year 1: 20% of participants
    - ii. Year 2: 25% of participants
    - iii. Year 3: 30% of participants
  - b. Work Experience/Work Activity in Unsubsidized Employment
    - i. Year 1: 25% of participants progressing
    - ii. Year 2: 30% of participants progressing
    - iii. Year 3: 35% of participants progressing
  - c. Apprenticeships:
    - i. Year 1: 1+ participants
    - ii. Year 2: 2+ participants
    - iii. Year 3: 3+ participants

### **PART IV - OPERATING BUDGET AND WORK PLAN**

The Federal Fiscal Year 2024 operating budget and work plan for this Agreement is in the amount of \$52,000, as is set forth in: the USDA FNS approved Guam SNAP E&T Program Fiscal Year 2024; the Grant Notice of Award(s) and the Grant Data Notice. Fiscal Year 2024 federal funds must be obligated by September 30, 2024 and expended by December 29, 2024.

**Financial Management.** GDOL shall maintain a financial management system and financial records and shall administer funds received pursuant to this MOU in accordance

with all applicable federal and state requirements. GDOL shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this MOU.

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

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

**GDOL Responsibilities.** GDOL shall permit DPHSS to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable Notice of Prime Award, and GDOL agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and American Job Center board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this MOU. GDOL shall cooperate fully with any reviews or audits of the activities under this MOU by authorized representatives of DPHSS, USDA FNS, the U.S. Government Accountability Office or the Comptroller General of the United States, and the Guam Public Auditor and GDOL agrees to ensure to the extent possible the cooperation of its agents, employees and the American Job Center board members in any such reviews and audits. This provision shall survive the expiration or termination of this MOU.

**Record Retention and Access.** GDOL shall maintain all records, books, papers and other documents related to its performance of approved services under this MOU (including without limitation personnel, property, financial and medical records) for a period of three (3) years following the date that DPHSS makes the last payment to GDOL under this MOU, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this MOU. GDOL shall make all records, books, papers and other documents that relate to this MOU available at all reasonable times for inspection, review and audit by the authorized representatives of DPHSS, USDA FNS, the U.S. Government Accountability Office and the Comptroller General of the United States, and the Guam Public Auditor.



## **PART V - COMPENSATION**

Compensation will be made through the Government of Guam's Intra-Government of Guam Work Request incorporated as Attachment A and through formal amendment to this MOU where required.

## **PART VI - PROJECT TERM**

1. The MOU is effective on the date last signed by the Governor of Guam ("the Effective Date") and continues through June 30, 2027, and any extension period under the applicable federal programs.
2. Any Fiscal Year 2024 federal funds must be encumbered by September 30, 2024 and expended by December 29, 2024.
3. Fiscal Year 2025 federal funds are only anticipated future funding at this time. The *Guam SNAP Employment and Training Program (E&T) Federal Fiscal Year 2025*, USDA FNS SNAP E&T application/plan/budget will be submitted in August/September of 2024. Any Fiscal Year 2025 funds will be subject to any USDA FNS SNAP E&T federal grant terms and conditions at that time, and the application/budget plan, as approved by USDA FNS SNAP E&T.
4. Certification of funds may be made to increase the encumbrance as the grant awards are received.
5. The parties will through subsequent written Guam Intra-Governmental Work Request (incorporating the approved federal application/plan/budget and grant terms and conditions) subgrant any Fiscal Year 2024 funds that become available to DPHSS, conditioned upon the continued satisfactory performance of GDOL in meeting the objectives of the grant funds.
6. Federal Funds Contingency - Payment pursuant to this Agreement, if in federal funds, whether in whole or in part, is subject to and contingent upon the continuing availability of federal funds for the purposes hereof. In the event that said funds, or any thereof, become unavailable as reasonably determined by DPHSS, DPHSS, may suspend this Agreement or the portion affected hereby for ninety (90) days or amend it accordingly.

## **PART VII - TERMINATION**

This MOU may be cancelled by either party upon thirty (30) calendar day's prior written notice to the other party.

## **PART VIII - AMENDMENT**

This Agreement may be amended in writing but must be signed by both parties and is subject to the approval of the Governor of Guam.

## PART IV - FEDERAL GRANT TERMS AND CONDITIONS

1. Guam SNAP E&T is a USDA FNS SNAP E&T federally funded program. Federal funds are “passed through” to GDOL by DPHSS.
2. GDOL shall perform all activities funded by this MOU in accordance with Part I above, and the OMB Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR Part 200, incorporated herein as if fully re-written.
3. **Royalty-Free Rights to Use Software or Documentation Developed.** The federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes, the copyright in any work developed under a grant, sub- grant, or contract under a grant or sub-grant or any rights of copyright to which a contractor purchases ownership.
4. **Nondiscrimination.** GDOL agrees to comply with the USDA FNS SNAP Federal Funds nondiscrimination requirements set forth in 7 CFR §272.6, (ATTACHMENT D). **GDOL agrees to follow DPHSS SNAP’s fair hearing process, and reporting requirements.** Both parties agree not to discriminate against any applicant or participant in any aspect of program administration, including, but not limited to, the certification of households, the issuance of coupons, the conduct of fair hearings, or the conduct of any other program service **for reasons of age, race, color, sex, disability, religious creed, national origin, or political beliefs.** Discrimination in any aspect of program administration is prohibited by these regulations, the Food and Nutrition Act of 2008, the Age Discrimination Act of 1975 (Pub. L. 94-135), the Rehabilitation Act of 1973 (Pub. L. 93-112, section 504), Americans with Disabilities Act of 1990 (42 U.S.C. 12101), Title VI of the Civil Rights Act of 1964 (42 U.S.C.2000d), and Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 *et seq.*). Enforcement action may be brought under any applicable Federal law. Title VI complaints shall be processed in accordance with 7 CFR part 15.
5. 2 CFR Part 200 Contract Clauses.

To the extent applicable the following Federal fund contract terms will apply to this procurement.

### § 200.317 Procurement by states.

When procuring property and services under a federal award, a state must follow the same policies and procedures it uses for procurement from its non-Federal funds. The state will comply with § 200.322 Procurement of recovered materials and ensure that every purchase order or other contract includes any clauses required by § 200.326 Contract provisions. All other non-Federal entities, including subrecipients of a state, will follow §§ 200.318 General procurement standards through 200.326 Contract provisions.

### § 200.322 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation Act. The requirements of § 6002 include

procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeding \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

§ 200.326 Contract provisions.

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

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, as amended by Executive Order 11375, and implementing regulations at 41 CFR part 60.
- D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3). The Act provides that each contractor or subrecipient must be prohibited from inducing, by

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

- E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or non-profit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR part 401 and any implementing regulations issued by the awarding agency.
- G. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- H. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier

certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. See § 200.322 Procurement of recovered materials.

K. The parties intend for all other terms and conditions in the MOU to remain the same.

SIGNATURE PAGE FOLLOWS



IN WITNESS THEREOF, the parties have agreed to be bound by the provisions of this Agreement on the dates indicated after their respective signatures:

Government of Guam:  
Authorized Representative  
Name, Title, and Department

  
**DAVID DELL'ISOLA**  
Director, Department of Labor

Date: 6/10/24

Certification of Funding Availability:

  
**MARGARET AGULFO**  
Certifying Officer, Department  
of Public Health & Social Services

Date: 6/11/24

Account No. 510E241725ST103/280

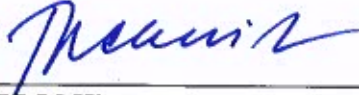
Amount: \$30,053.00

Document No.: C24-1700-056

Vendor No.: 22400000


Certification Period: October 1, 2023 through September 30, 2024

Government of Guam:  
Authorized Representative  
Name, Title, and Department

  
**PETER JOHN D. CAMACHO, MPH** Theresa Arriola  
Acting Director, Department of Public Health  
and Social Services

Date: 6/21/24

APPROVED:

  
**LESTER L. CARSON, JR.**  
Director, Bureau of Budget and Management  
Research

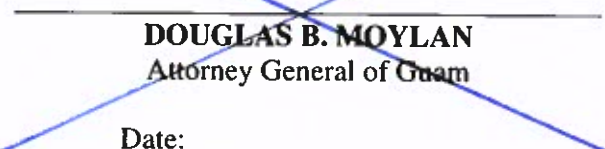
Date: JUN 27 2024

**CLEARED PER  
BBMR'S REVIEW**

**RECEIVED**

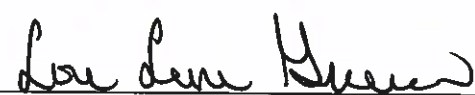
10:52am  
**JUN 25 2024**  
24.7.17.0036  
**Bureau of Budget and  
Management Research**

**APPROVED AS TO LEGALITY AND FORM:**

  
**DOUGLAS B. MOYLAN**  
Attorney General of Guam

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

APPROVED:

  
**LOURDES A. LEON GUERRERO**  
Governor of Guam

Date: 7/2/2024





GOVERNMENT OF GUAM  
DEPARTMENT OF ADMINISTRATION  
FINANCIAL MANAGEMENT SYSTEM

Attachment A  
**RECEIVED**

JUN 25 2024

INTRA - GOV'T OF GUAM WORK REQUEST

GFMIS ACCOUNT: \_\_\_\_\_

Bureau of Budget and  
Management Research

☒ Original Request  
☐ Amendment No.: \_\_\_\_\_

FROM Department of Public Health & Social Services ORIGINATING DEPT.	FROM ACCOUNT NO. WR24-1700-014 (22 characters only)	
TO Guam Department of Labor ACCEPTING DEPT.	TO ACCOUNT NO. 5101E241725ST103/280 (22 characters only)	
AMOUNT AUTHORIZED \$30,053.00	CONTROL NUMBER 22400000 (10 characters only)	
DESIRED COMPLETION DATE 09/30/2024 MM/DD/YYYY	OBLIGATION END DATE 09/30/2024 MM/DD/YYYY	EXPENDITURE END DATE 12/31/2024 MM/DD/YYYY

WORK / SOURCE DESCRIPTION / or  
AMENDMENT JUSTIFICATION : [Program Title] DPHSS SNAP E&T & AJC Partnership  
Memorandum of Understanding between the Department of Public Health and Social Services and the Guam Department of Labor, American Job Center (AJC) to provide services for the Supplemental Nutrition Assistance Program (SNAP) participants to increase their opportunities in the Guam workforce development system, conduct skill assessments, and help participants access the full range of career and training services available through the AJC systems for FY2024. See MOU.

CERTIFICATION OF FUNDS AVAILABILITY	REQUESTING OFFICIAL
MARGARET AGULTO, ASO CERTIFYING OFFICER'S NAME / SIGNATURE	PETER JOHN D. CAMACHO, MPH REQUESTING OFFICIAL'S NAME / SIGNATURE
6/11/24 DATE	6/21/24 DATE

COST BREAKDOWN				
OBJECT CLASSIFICATION	ORIGINAL	AMENDMENT	RESERVE	AMOUNT
6111001 - SALARIES & WAGES	\$ 12,133.00	\$	\$	12,133.00
6112001 - OVERTIME				0.00
6113001 - FRINGE BENEFITS	8,257.00			8,257.00
6220001 - TRAVEL				0.00
6230001 - CONTRACTUAL SERVICES				0.00
6240001 - SUPPLIES & MATERIAL	1,027.00			1,027.00
6250001 - EQUIPMENT				0.00
6361001 - POWER				0.00
6362001 - WATER				0.00
6363001 - TELEPHONE	500.00			500.00
6450001 - CAPITAL OUTLAY				0.00
- [OTHER]	8,136.00			8,136.00
TOTAL	\$ 30,053.00	\$ 0.00	\$ 0.00	\$ 30,053.00

REMARKS: BBMR CLEARED PER BBMR'S REVIEW JUN 27 2024 Lester L. Carlson, Jr., Director APPROVED BY DATE	REMARKS: ACCEPTING DEPT / AGENCY USE ONLY David Dell'Isola, Director, GDOL ACCEPTED BY DATE	DOA USE ONLY REVIEWED BY DATE APPROVED BY DATE
--	---	--

Results

Budget control dimension values	Dimension descriptions	Budget funds avail...	Total revised budget	Total actual expendi...	:
6111001-101-24-1725103	REGULAR SALARY-FEDERAL GRANT FUND-FISCAL...	17,865.19	48,261.00	30,395.81	
6113001-101-24-1725103	FRINGE-FEDERAL GRANT FUND-FISCAL YEAR 202...	5,277.21	20,224.00	14,946.79	
6280001-101-24-1725103	SUB-RECIPIENT/GRANTS-FEDERAL GRANT FUND-...	30,053.00	30,053.00	0.00	

## Attachment B

REPORT 495		U.S. DEPARTMENT OF AGRICULTURE - FOOD AND NUTRITION SERVICE GRANT AWARD DOCUMENT		PC1 / 100			
1. GRANTOR AGENCY: USDA - Food and Nutrition Service		2. APPROPRIATION: See below under Appropriation column					
3. GUAM DEPT PUBLIC HLTH SOC 123 CHALAN KARETA, ROUTE 10 MANGILAO GU 96913 VENDOR NO. S1493901 000		4. TITLE OF GRANT: SNAP (1 Year)					
5. APPORTIONMENT YEAR: 2024 GAD NUMBER: 7GU400GU4		6. ESTIMATED ANNUAL GRANT AWARD:					
7. GRANT PERIOD FROM: 10/01/2023 GRANT PERIOD TO: 09/30/2024		AMENDMENT: 000					
APPROPRIATION	FAIN	ACCOUNT ID	PCA TITLE	CFDA NO.	PREVIOUS LEVEL	INCREASE/DECREASE	CURRENT LEVEL
1243505	247GUGU4S2514	202424S251447	- SNAP SAE (O)	10.561	\$0.00	\$1,699,814.00	\$1,699,814.00
1243505	247GUGU4S2519	202424S251947	- SNAP E&T 50% OPER. (O)	10.561	\$0.00	\$7,272.02	\$7,272.02
1243505	247GUGU4S2520	202424S252047	- SNAP E&T 50% PART. REI	10.561	\$0.00	\$12,100.00	\$12,100.00
Total:					\$0.00	\$1,719,186.02	\$1,719,186.02
9. SPECIAL INSTRUCTIONS/COMMENTS Please note that the Financial Official (FO) assigned by the above grantee organization is responsible for maintaining valid banking information for this grant. This includes certifying that correct routing and transit numbers(ABA/RTN) and bank account numbers have been entered into the ASAP.gov payment system. The Food and Nutrition Service and the United States Treasury are not responsible for a misdirected payment in the event that the FO entered the incorrect ABA/RTN or bank account number information.							
10. AUTHORIZATION ALLOWANCE HOLDER (DESIGNEE) FNS Western Regional Office Food and Nutrition Service 90 Seventh Street Suite 10-100 San Francisco CA 94103 Telephone: (415)705-1341				SIGNATURE: - Electronically Signed by - SOPHIE LATIF			
				DATE: 10/06/2023 TELEPHONE NO: 415-645-1917			

FORM FNS 495

CREATE ID F0035437

<b>REPORT 495</b>				<b>U.S. DEPARTMENT OF AGRICULTURE - FOOD AND NUTRITION SERVICE</b>				<b>PC1 / 100</b>			
				<b>GRANT AWARD DOCUMENT</b>							
1. GRANTOR AGENCY: USDA - Food and Nutrition Service				2. APPROPRIATION: See below under Appropriation column							
3. GUAM DEPT PUBLIC HLTH SOC 123 CHALAN KARETA, ROUTE 10 MANGILAO GU 96913 VENDOR NO. S1493901 000				4. TITLE OF GRANT: SNAP (1 Year)							
5. APPORTIONMENT YEAR: 2024 GAD NUMBER: 7GU400GU4 AMENDMENT: 001				6. ESTIMATED ANNUAL GRANT AWARD:							
7. GRANT PERIOD FROM: 10/01/2023 GRANT PERIOD TO: 09/30/2024											
<b>APPROPRIATION</b>		<b>FAIN</b>	<b>ACCOUNT ID</b>	<b>PCA TITLE</b>	<b>CFDA NO.</b>	<b>PREVIOUS LEVEL</b>	<b>INCREASE/DECREASE</b>	<b>CURRENT LEVEL</b>			
1243505	247GUGU4S2514	202424S251447	- SNAP SAE (O)	10.561	\$1,699,814.00	\$0.00		\$1,699,814.00			
1243505	247GUGU4S2519	202424S251947	- SNAP E&T 50% OPER. (O)	10.561	\$7,272.02	\$11,862.98		\$19,135.00			
1243505	247GUGU4S2520	202424S252047	- SNAP E&T 50% PART. REI	10.561	\$14,171.00	\$0.00		\$14,171.00			
<b>Total:</b>					\$1,721,257.02	\$11,862.98		\$1,733,120.00			
9. SPECIAL INSTRUCTIONS/COMMENTS											
<p>Please note that the Financial Official (FO) assigned by the above grantee organization is responsible for maintaining valid banking information for this grant. This includes certifying that correct routing and transit numbers(ABA/RTN) and bank account numbers have been entered into the ASAP.gov payment system. The Food and Nutrition Service and the United States Treasury are not responsible for a misdirected payment in the event that the FO entered the incorrect ABA/RTN or bank account number information.</p> <p>FFY24 SNAP Q1 CR 2 Funding</p>											
10. AUTHORIZATION											
ALLOWANCE HOLDER (DESIGNEE)											
FNS Western Regional Office Food and Nutrition Service 90 Seventh Street Suite 10-100 San Francisco CA 94103 Telephone: (415)705-1341											
SIGNATURE: - Electronically Signed by - ARTURO BAJA											
TELEPHONE NO.											
DATE: 11/28/2023											



REPORT 495

U.S. DEPARTMENT OF AGRICULTURE - FOOD AND NUTRITION SERVICE  
GRANT AWARD DOCUMENT

PC1 / 100

1. GRANTOR AGENCY: USDA - Food and Nutrition Service		2. APPROPRIATION: See below under Appropriation column					
3. GUAM DEPT PUBLIC HLTH SOC 123 CHALAN KARETA, ROUTE 10 MANGILAO GU 96913 VENDOR NO. S1493901 000		4. TITLE OF GRANT: SNAP Contingency (2 Year)					
5. APPORTIONMENT YEAR: 2024 GAD NUMBER: 7GU430GU4 AMENDMENT: 002		6. ESTIMATED ANNUAL GRANT AWARD:					
7. GRANT PERIOD FROM: 10/01/2023 GRANT PERIOD TO: 09/30/2024							
APPROPRIATION	FAIN	ACCOUNT ID	PCA TITLE	CFDA NO.	PREVIOUS LEVEL	INCREASE/DECREASE	CURRENT LEVEL
124/53505	247GUGU4Q7503	202424Q750347	- SNAP 2YR E&T 100% (O)	10.561	\$57,813.92	\$0.00	\$57,813.92
123/43505	247GUGU4Q7503	202423Q750347	- SNAP 2YR E&T 100% (O)	10.561	\$0.00	\$3,723.69	\$3,723.69
Total:					\$57,813.92	\$3,723.69	\$61,537.61
9. SPECIAL INSTRUCTIONS/COMMENTS Please note that the Financial Official (FO) assigned by the above grantee organization is responsible for maintaining valid banking information for this grant. This includes certifying that correct routing and transit numbers(ABA/RTN) and bank account numbers have been entered into the ASAP gov payment system. The Food and Nutrition Service and the United States Treasury are not responsible for a misdirected payment in the event that the FO entered the incorrect ABA/RTN or bank account number information.							
10. AUTHORIZATION ALLOWANCE HOLDER (DESIGNEE) FNS Western Regional Office Food and Nutrition Service 90 Seventh Street Suite 10-100 San Francisco CA 94103 Telephone: (415)705-1341							
				SIGNATURE: - Electronically Signed by - SOPHIE LATIF			
				DATE: 02/16/2024		TELEPHONE NO: 415-645-1917	

U.S. DEPARTMENT OF AGRICULTURE - FOOD AND NUTRITION SERVICE										PC1 / 100	
GRANT AWARD DOCUMENT											
1. GRANTOR AGENCY: USDA - Food and Nutrition Service		2. APPROPRIATION: See below under Appropriation column									
3. GUAM DEPT PUBLIC HLTH SOC 123 CHALAN KARETA, ROUTE 10 MANGILAO VENDOR NO. S1493901 000		4. TITLE OF GRANT: SNAP (1 Year)									
5. APPORTIONMENT YEAR: 2024 GAD NUMBER: 7GU400GU4		6. ESTIMATED ANNUAL GRANT AWARD:									
7. GRANT PERIOD FROM: 10/01/2023 GRANT PERIOD TO: 09/30/2024		AMENDMENT: 002									
APPROPRIATION	FAIN	ACCOUNT ID	PCA TITLE	CFDA NO.	PREVIOUS LEVEL	INCREASE/DECREASE	CURRENT LEVEL				
1243505	247GUGU4S2514	202424S251447	- SNAP SAE (O)	10.561	\$1,699,814.00	\$0.00	\$1,699,814.00				
1243505	247GUGU4S2519	202424S251947	- SNAP E&T 50% OPER. (O)	10.561	\$19,135.00	\$0.00	\$19,135.00				
1243505	247GUGU4S2520	202424S252047	- SNAP E&T 50% PART. REI	10.561	\$12,100.00	\$2,071.00	\$14,171.00				
Total:							\$1,731,049.00	\$2,071.00	\$1,733,120.00		
9. SPECIAL INSTRUCTIONS/COMMENTS											
<p>Please note that the Financial Official (FO) assigned by the above grantee organization is responsible for maintaining valid banking information for this grant. This includes certifying that correct routing and transit numbers(ABA/RTN) and bank account numbers have been entered into the ASAP.gov payment system. The Food and Nutrition Service and the United States Treasury are not responsible for a misdirected payment in the event that the FO entered the incorrect ABA/RTN or bank account number information.</p> <p>FFY24 SNAP Q1 CR 2 Funding</p>											
10. AUTHORIZATION											
ALLOWANCE HOLDER (DESIGNEE)											
<p>FNS Western Regional Office Food and Nutrition Service 90 Seventh Street Suite 10-100</p> <p>San Francisco CA 94103 Telephone: (415)705-1341</p>											
SIGNATURE: - Electronically Signed by - ARTURO BAJA											
DATE: 11/28/2023											
TELEPHONE NO											

REPORT 495				U.S. DEPARTMENT OF AGRICULTURE - FOOD AND NUTRITION SERVICE				PC1 / 100	
				GRANT AWARD DOCUMENT					
1. GRANTOR AGENCY: USDA - Food and Nutrition Service				2. APPROPRIATION: See below under Appropriation column					
3. GUAM DEPT PUBLIC HLTH SOC 123 CHALAN KARETA, ROUTE 10 MANGILAO GU 96913 VENDOR NO. S1493901 000				4. TITLE OF GRANT: SNAP Contingency (2 Year)					
5. APPORTIONMENT YEAR: 2024 GAD NUMBER: 7GU430GU4 AMENDMENT: 003				6. ESTIMATED ANNUAL GRANT AWARD:					
7. GRANT PERIOD FROM: 10/01/2023 GRANT PERIOD TO: 09/30/2024									
APPROPRIATION	FAIN	ACCOUNT ID	PCA TITLE	CFDA NO.	PREVIOUS LEVEL	INCREASE/DECREASE	CURRENT LEVEL		
124/53505	247GUGU4Q7503	202424Q750347	- SNAP 2YR E&T 100% (O)	10.561	\$57,813.92	\$6,435.00	\$64,248.92		
123/43505	247GUGU4Q7503	202423Q750347	- SNAP 2YR E&T 100% (O)	10.561	\$3,723.69	\$0.00	\$3,723.69		
Total:					\$61,537.61	\$6,435.00	\$67,972.61		
9. SPECIAL INSTRUCTIONS/COMMENTS									
<p>Please note that the Financial Official (FO) assigned by the above grantee organization is responsible for maintaining valid banking information for this grant. This includes certifying that correct routing and transit numbers(ABA/RTN) and bank account numbers have been entered into the ASAP gov payment system. The Food and Nutrition Service and the United States Treasury are not responsible for a misdirected payment in the event that the FO entered the incorrect ABA/RTN or bank account number information.</p> <p>FFY24 SNAP CR3 E&lt;(&gt;&amp;&lt;)&gt;T 100% Funding</p>									
10. AUTHORIZATION									
ALLOWANCE HOLDER (DESIGNEE)									
FNS Western Regional Office Food and Nutrition Service 90 Seventh Street Suite 10-100 San Francisco CA 94103 Telephone: (415)705-1341									
				SIGNATURE: - Electronically Signed by - ARTURO BAJA					
				DATE: 02/27/2024		TELEPHONE NO:			

<b>REPORT 495</b> <b>U.S. DEPARTMENT OF AGRICULTURE - FOOD AND NUTRITION SERVICE</b> <b>GRANT AWARD DOCUMENT</b> <b>PC1 / 100</b>									
<b>1. GRANTOR AGENCY: USDA - Food and Nutrition Service</b>			<b>2. APPROPRIATION: See below under Appropriation column</b>						
<b>3. GUAM DEPT PUBLIC HLTH SOC</b> <b>123 CHALAN KARETA, ROUTE 10</b> <b>MANGILAO</b> <b>VENDOR NO. S1493901 000</b> <b>GU 96913</b>			<b>4. TITLE OF GRANT: SNAP (1 Year)</b>						
<b>5. APPORTIONMENT YEAR: 2024</b> <b>GAD NUMBER: 7GU400GU4</b> <b>AMENDMENT: 005</b>			<b>6. ESTIMATED ANNUAL GRANT AWARD:</b>						
<b>7. GRANT PERIOD FROM: 10/01/2023</b> <b>GRANT PERIOD TO: 09/30/2024</b>									
<b>APPROPRIATION</b>	<b>FAIN</b>	<b>ACCOUNT ID</b>	<b>PCA TITLE</b>	<b>CFDA NO.</b>	<b>PREVIOUS LEVEL</b>	<b>INCREASE/DECREASE</b>	<b>CURRENT LEVEL</b>		
1243505	247GUGU4S2514	202424S251447	- SNAP SAE (O)	10.561	\$1,785,244.00	\$0.00	\$1,785,244.00		
1243505	247GUGU4S2519	202424S251947	- SNAP E&T 50% OPER. (O)	10.561	\$19,135.00	\$9,446.78	\$28,581.78		
1243505	247GUGU4S2520	202424S252047	- SNAP E&T 50% PART. REI	10.561	\$28,342.00	\$0.00	\$28,342.00		
<b>Total:</b>					<b>\$1,832,721.00</b>	<b>\$9,446.78</b>	<b>\$1,842,167.78</b>		
<b>9. SPECIAL INSTRUCTIONS/COMMENTS</b> Please note that the Financial Official (FO) assigned by the above grantee organization is responsible for maintaining valid banking information for this grant. This includes certifying that correct routing and transit numbers(ABA/RTN) and bank account numbers have been entered into the ASAP.gov payment system. The Food and Nutrition Service and the United States Treasury are not responsible for a misdirected payment in the event that the FO entered the incorrect ABA/RTN or bank account number information. <b>FFY24 SNAP CR3 Funding</b>									
<b>10. AUTHORIZATION</b> <b>ALLOWANCE HOLDER (DESIGNEE)</b> FNS Western Regional Office Food and Nutrition Service 90 Seventh Street Suite 10-100 San Francisco CA 94103 Telephone: (415)705-1341									
<b>SIGNATURE: - Electronically Signed by - SHAN HUANG</b>					<b>TELEPHONE NO</b>				
<b>DATE: 01/24/2024</b>									

**Attachment C**

**Subaward Data**

(i)	Subrecipient Name	Guam Department of Labor
(ii)	Subrecipient Unique Entity Identifier:	7789042920000
(iii)	Federal Award Identification Number (FAIN):	7GU-400GU4
(iv)	Federal Award Date of Award to the Recipient by the Federal Agency:	10/06/2023
(v)	Subaward Period of Performance Start Date:	See Part VI – Project Term of MOU
	Subaward Period of Performance End Date:	See Part VI – Project Term of MOU
(vi)	Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient:	\$52,000.00
(vii)	Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation:	\$52,000.00
(viii)	Total Amount of the Federal Award Committed to the Subrecipient by the Pass-Through Entity:	\$52,000.00
(ix)	Federal Award Project Description:	For GDOL to provide services to SNAP participants by assisting them to become successful in the open job market, conduct skills assessments, and help access the full range of services available through the American Job Center system.
(x)	Name of Federal Awarding Agency:	U.S Department of Agriculture-Food and Nutrition Service
	Name of Pass-Through Entity:	Department of Public Health and Social Services/Division of Public Welfare/Bureau of Economic Security/Work Programs Section
	Contact Information for Federal Awarding Official:	USDA, Food and Nutrition Service, Western Region Office, 90 Seventh St., Suite 10-100, San Francisco, CA 94103 Phone (415) 705-1341
	Contact Information for [AGENCY] Authorizing Official:	PeterJohn D. Camacho, MPH, DPHSS Acting Director



		155 Hesler Place, Hagatna, Guam 96910 <a href="mailto:peterjohn.camacho@dphss.guam.gov">peterjohn.camacho@dphss.guam.gov</a> (671) 922-2504
	Contact Information for [AGENCY] Project Director:	Carlos B. Pangelinan, Acting Chief Human Services Administrator, Department of Public Health and Social Services, Division of Public Welfare 155 Hesler Place, Hagatna, Guam 96910 <a href="mailto:Carlos.pangelinan@dphss.guam.gov">Carlos.pangelinan@dphss.guam.gov</a> (671) 300-7334
(xi)	CFDA Number and Name:	10.561
(xii)	Identification of Whether Subaward is R&D:	This is not a Research and Development award
(xiii)	Indirect Cost Rate for [AGENCY] Federal Award:	12.52%
	Subrecipient Indirect Costs:	See <u>Attachment E</u> – Approved Budget in the SNAP Guam SNAP Employment and Training Program Fiscal Year 2024

**Attachment C**

Recipient Name	XXXXXXXXXX
FNS Federal Agreement No.	XXXXXXXXXX

**FOOD & NUTRITION SERVICE**

**STANDARD TERMS AND CONDITIONS**

The USDA Food and Nutrition Service (hereinafter referred to as "Agency") awards funding to **<GRANTEE>** (hereinafter referred to as "Recipient"). This award is made under the authority of **<AUTHORITY>**, Public Law **<PUBLIC LAW NUMBER>**. By acceptance of this award, the Recipient agrees to comply with the terms and conditions of the award listed below.

The Recipient will conduct the project as described in its submission of the Standard Form 424, 424A, proposal, including any subsequent revisions, amendments and/or clarifications. The Agency contact for this award is:

**<GRANTS OFFICER>**, Grants Officer  
Grants and Fiscal Policy Division  
3101 Park Center Drive, Suite 740  
Alexandria, VA 22302  
**<Grant Officer e-mail>**

Catalog of Federal Domestic Assistance Number: The Catalog of Federal Domestic Assistance Number for this project is: **<10.XXX>**

**STANDARD TERMS OF THE AWARD**

- 1. Funding:** The Agency will provide funds to the Grantee in the amount stated on the Grant/Cooperative Agreement Form FNS-529, Box 11, and as specified in the grant award letter, for use in accordance with this agreement. Funds will be provided at the Agency's discretion through the Letter of Credit, Reimbursement, or in advance of need, upon receipt of a properly executed Grant/Agreement Form FNS-529.
- 2. Performance Period:** The period of performance for this project is listed on the Grant/Cooperative Agreement Form FNS-529, Box 20 and 21. The recipient may only incur allowable costs during the period of performance. Any costs incurred prior to the period of performance must be approved in writing by the Agency.

All funds must be obligated and all program activities under the agreement (other than activities related to the close out of the agreement) must be completed by the Expiration Date listed on the Grant/Cooperative Agreement Form FNS-529, Box 21. The closeout

Recipient Name	XXXXXXXXXX
FNS Federal Agreement No.	XXXXXXXXXX

of the agreement must occur within 90 days of the expiration date, and all obligations incurred under the agreement must be liquidated by this date.

- 3. Amendments/Revisions and Budget Changes:** The Recipient may request an amendment or revision to the agreement, including the proposal, in writing at any time during the duration of the agreement. Prior approval is required for any revision of the scope or objectives of the project (regardless of whether there is an associated budget revision), changes in key personnel, such as the project director, disengagement from the project for more than three months (or a 25 percent reduction in time devoted to the project) by the project director, transfer of funds budgeted for participant support costs, the subawarding, transferring or contracting any work (unless approved in the submitted application package) or changes to budget line cost/expenditure. All amendments or revision must be submitted in writing to:

**<GRANTS OFFICER>**, Grants Officer  
 Grants and Fiscal Policy Division  
 3101 Park Center Drive, Suite 740  
 Alexandria, VA 22302

The Recipient may transfer costs within the approved direct cost categories to meet unanticipated requirements. However, as required in 2 CFR 200.308(e) the Agency requires that prior approval be obtained for any budget revision that involves a shift of funds among line-items in excess of 10% of the total approved grant budget. Such revisions must be submitted in writing with a revised budget in the same format as the original budget. All other requirements within 2 CFR 200.308 shall also apply.

The Recipient must include justification with any proposed amendment/revision and budget changes. All requests for changes must be made at least 10 days before the end of the grant period. Any request received after this time will not be considered.

- 4. Non-agreement funds:** The Recipient may seek and apply for funds from other sources in support of the mission of the agreement.

## REPORTING

- 5. Quarterly Progress Reports:** Progress reports must be sent to the Agency 30 days following the end of each quarterly period. These reports should cover the preceding quarterly period of activity. A final report identifying the accomplishments and results

Recipient Name	XXXXXXXXXX
FNS Federal Agreement No.	XXXXXXXXXX

of the project is due 90 days after the end date of this Agreement. At a minimum, progress reports should include the following information:

- A narrative description of project progress, tasks completed, and roadblocks or problems;
- Reasons why goals and objectives were not met, if appropriate, particularly at predefined go/no-go decision points, and justification of decision to proceed;
- Discuss the budget impact and/or costs associated within this reporting period;
- List key activities planned for the next report period;
- Findings or activities which may require changes in schedule, accomplishments, or costs, particularly those changes which may impact the grantee's ability to utilize grant funds within the specified time period;
- Other pertinent information including, when appropriate, analysis and explanation of cost overruns; and
- Any unique aspects that you would like to share.

The Recipient must report immediately any problems, delays, or adverse conditions that impair the Grantee's ability to meet the grant objectives. The notification must include information on action taken or contemplated in response to the problem.

All materials developed with funding from this Agreement must be submitted in an electronic format (preferably Microsoft Word).

The Recipient is strongly encouraged to submit the Quarterly Progress Report and associated documentation and attachments via electronic mail to the Grants Officer. The recipient may be required to submit reports using the SF-PPR, Periodic Progress Report. If the Recipient wishes to send a hard copy, an original shall be sent to the address listed above.

- 6. Financial Status Reports:** The Recipient is required to electronically enter the quarterly and final financial status report (SF-425) into the FNS, Food Programs Reporting System (FPRS). This report must be certified by the grantee's chief fiscal officer or an officer of comparable rank. Included with the terms and conditions are instructions on how to obtain access and enter data into FPRS. This report must be entered within 30 days after the close of each quarter. The Final Financial Report must be entered into FPRS within 90 days of the expiration of this agreement. This report must also be certified by the Recipient's chief fiscal officer or an officer of comparable rank.

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## REGULATORY AND STATUTORY REQUIREMENTS

- 7. Office of Management and Budget (OMB) Guidance:** This Federal financial assistance award is subject to rules and regulations related to the Recipient's organizational entity type as noted below.

### Government-wide Regulations

- 2 CFR Part 25: "Universal Identifier and System for Award Management"
- 2 CFR Part 170: "Reporting Sub-award and Executive Compensation Information"
- 2 CFR Part 175: "Award Term for Trafficking in Persons"
- 2 CFR Part 180: "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-Procurement)"
- 2 CFR 200: "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"
- 2 CFR 400: "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"
- 2 CFR Part 415: USDA "General Program Administrative Regulations"
- 2 CFR Part 416: USDA "General Program Administrative Regulations for Grants and Cooperative Agreements to State and Local Governments"
- 2 CFR Part 417: USDA "Non-Procurement Debarment and Suspension"
- 2 CFR Part 418 USDA "New Restrictions on Lobbying"
- 2 CFR Part 421: USDA "Requirements for Drug-Free Workplace (Financial Assistance)"
- 7 CFR Part 3: "Debt Management"
- 41 U.S.C. Section 22 "Interest of Member of Congress"
- Privacy Act. The Cooperator/Grantee shall follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.
- Freedom of Information Act (FOIA). Public access to Federal Financial Assistance records shall not be limited, except when such records must be kept confidential and would have been excepted from disclosure pursuant to the "Freedom of Information" regulation (5 U.S.C. 552)

## PROPERTY STANDARDS

- 8. Insurance Coverage:** The Recipient must provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds.
- 9. Intangible Property:**

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- a. The Recipient may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under the award. The Agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use these materials for federal purposes and to authorize others to do so.

"Federal purposes" include the use of award products in activities or programs undertaken by the Federal Government, in response to a governmental request, or as otherwise required by federal law. However, the federal government's use of copyrighted materials is not intended to interfere with or disadvantage the recipient or assignee in the sale and distribution of the award product."

The Agency may request copies of an award product for non-profit use. These copies will be provided at the cost of reproduction and shipping, and no royalties or other fees will be charged.

- b. The Agency has the right to:
1. Obtain, reproduce, publish or otherwise use the data first produced under an award; and
  2. Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.
- c. In addition, in response to a Freedom of Information Act (FOIA) request for research data relating to published research findings produced under an award that were used by the Federal Government in developing an agency action that has the force and effect of law, the Agency shall request, and the recipient shall provide within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the FNS obtains the research data solely in response to a FOIA request, the Agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the agency, the recipient, and applicable sub-recipients. This fee is in addition to any fees the agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).
- d. Title to intangible property acquired under an award or sub-award vests upon acquisition in the Recipient. The Recipient shall use that property for the originally authorized purpose and shall not encumber the property without Agency approval.



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The Agency reserves the right to determine the disposition of the intangible property when it is no longer needed for the originally authorized purpose.

- 10. Federally-owned and exempt property:** Title to federally-owned property remains vested in the Federal entity. The grantee must submit annually an inventory listing of federally-owned property to the Agency. Upon completion of the project, or when the property is no longer needed, the recipient must contact the Agency for disposition instructions.

- 11. Equipment:** Equipment is defined as tangible, nonexpendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. The purchase of equipment not included in the approved project budget is allowable only if it is specifically approved beforehand by the Agency and there is documentation to support that the purchase is necessary and reasonable to carry out project activities.

Equipment records must be maintained that include the description of the equipment, the serial number or other identification number, the source of equipment, the title holder, the acquisition date, the cost of the equipment, the location, use, and condition of the equipment, and any ultimate disposition data including the date of disposal and the sale price of the equipment. A physical inventory of the equipment must be taken and the results reconciled with the equipment records at least once every two years. The Recipient will share the results of this inventory. A Tangible Personal Property Report, SF-428, must be submitted at award close-out to report the status of the equipment, if requested.

The Recipient will follow the Agency's equipment disposition guidance and procedures. Disposition procedures will be provided by the Agency.

- 12. Sub-recipient compliance:** The Recipient will ensure that sub-recipients are in compliance with applicable Federal administrative requirements and cost principles. No funds shall be provided to an eligible collaborator or contractor before such an agreement is signed by all parties.

## PROCUREMENT STANDARDS

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The recipient will adhere to all procurement standards, included those listed below, if applicable, as found in 2 CFR 200.318 through 2 CFR 200.326. When procuring property and services under a Federal award, a State must follow the same policies and procedures used for procurements from its non-Federal funds. States recipients will comply with 2 CFR 200.322.

13. **General procurement standards:** The non-Federal entity must use its own documented procurement procedures, which reflect applicable State and local laws and regulations provided that procurements conform to applicable Federal law and the standards identified in this section. The Recipient must maintain oversight over contractors to ensure performance in accordance with the terms, conditions and specifications of their contracts or purchase orders, including written performance standards of its employees engaged in the selection, award and administration of contracts. The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. In accordance with 2 CFR 200.318(j), the non-Federal entity may only use time and material type contracts after a determination that no other contract is suitable and if the contract includes a ceiling that the contractor exceeds at its own risk.
14. **Competition:** All procurement transactions must be conducted in a manner providing full and open competition consistent with 2 CFR 200.319.
15. **Suspension/Debarment:** The Recipient agrees to ensure that all sub-recipients are neither excluded nor disqualified under the Suspension and Debarment rules found at 2 CFR Parts 180 and 417 by doing any one of the following:
  - a. Checking the System for Awards Management (SAM) to determine if the applicant or grantee has been debarred or suspended. This information can be found at [www.sam.gov](http://www.sam.gov).
  - b. Collecting a certification that the entity is neither excluded nor disqualified. Because a Federal certification form is no longer available, the Grantee or sub-Grantee electing this must devise its own.
  - c. Including a clause to this effect in the sub-recipient agreement and in any procurement contract expected to equal or exceed \$25,000, awarded by the Recipient or a sub-recipient within any agreements..

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**16. Nondiscrimination:** The Recipient will comply with following the nondiscrimination statutes and

regulations, other related regulations and any USDA nondiscrimination directives:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d- *et seq.*) and USDA regulations at 7 CFR Part 15, Nondiscrimination, an Department of Justice regulations at 28 CFR Part 42, Non discrimination; Equal Employment Opportunity: Policies And Procedures;
- b. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 *et seq.*) and USDA regulations at 7 CFR Part 15a, Education Programs or Activities Receiving or Benefiting from Federal Financial Assistance;
- c. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 1681 *et seq.*) and USDA regulations at 7 CFR Part 15a, Education Programs or Activities Receiving or Benefiting or Benefiting from Federal Financial Assistance, and Department of Justice regulations at 28 CFR Part 41, Implementation of Executive Order 12250, Nondiscrimination On the Basis of Handicap In Federally Assisted Programs; and
- d. Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*) The Grantee assures that it will immediately take any measures necessary to effectuate the requirements in these laws, regulations and directives. The Grantee gives this assurance in consideration of and for the purpose of obtaining the funds provided under this agreement.
- e. The Americans with Disabilities Act of 1990 (ADA) prohibits discrimination on the basis of disability in employment (Title I), state and local government services (Title II), places of public accommodation and commercial facilities (Title III). (42 U.S.C. 12101-12213).

The following nondiscrimination statement shall be included, in full, on all materials that are produced by the grant recipient for public information, public education, or public distribution.

“In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color national origin, sex, age, or disability.

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If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov). USDA is an equal opportunity provider and employer.”

## RECORD RETENTION AND ACCESS

- 17. Evaluation and Access to Records:** The Recipient will cooperate with any evaluation of the program by providing the Agency requested data and access to records. The Recipient will cooperate with any, as needed, on-site financial and/or technical reviews and audits at any time during the term of the agreement. In addition, the Grantee shall make all records pertaining to activities under the grant available for audit purposes.

The Recipient will require any sub-recipient or contractors to comply with the requirements of this agreement and ensure that the Agency has access to any sub-recipient or contractors for purposes of evaluating, monitoring or reviewing other operations or records as they relate to this grant. When entering into a sub-award, the Recipient shall ensure that the sub-recipient agreement contains any clause required by Federal Statute or Executive Order and their implementing regulations.

## NONCOMPLIANCE AND TERMINATION

- 18. Noncompliance:** As provided in 2 CFR 200.338, the Agency may unilaterally terminate this grant agreement or recover, withhold, or disallow costs of up to 100 percent of the funds made available under the agreement if the Recipient fails to comply with any term of the agreement. The Agency will consider failure to comply with the reporting requirements of this agreement to be a material failure to comply with the agreement and a basis for termination. If USDA or the Agency decides to take action against the Recipient for noncompliance under this agreement, USDA or the Agency will provide the recipient written notice of the basis for its determination.

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In the event that an award is suspended and corrective action is not taken within 90 days of the suspension effective date, the Agency may issue a notice of termination. No costs that are incurred during the suspension period or after the effective date of termination will be allowable, except those that are specifically authorized by the suspension or termination notice or those that, in the opinion of the Agency, could not have been reasonably avoided.

Within 30 days of the termination date, the Recipient shall furnish to the Agency a summary of progress achieved under the award, an itemized accounting of charges incurred against award funds and cost sharing prior to the effective date of the suspension or termination, and a separate accounting and justification for any costs that may have been incurred after this date.

## OTHER REQUIREMENTS

- 19. USDA/FNS acknowledgement:** Unless otherwise advised by the Agency, the Recipient will acknowledge the support of USDA FNS whenever publicizing the work under this grant. To this end, the Grantee must include in any publication resulting from work performed under this grant an acknowledgment in substantially the form set below:

“This project has been funded at least in part with Federal funds from the U.S. Department of Agriculture. The contents of this publication do not necessarily reflect the view or policies of the U.S. Department of Agriculture, nor does mention of trade names, commercial products, or organizations imply endorsement by the U.S. Government.”

- 20. Liabilities:** The Recipient may not seek any financial recourse from the Agency as a result of any liabilities the Recipient might incur for bodily injury or personal property damage resulting from negligent acts, errors, or omissions of the Grantee, their officers, agents or employees, or if applicable its sub-Grantees or their officers, agents, or employees, in performing this agreement. Liabilities of the United States are governed by the Federal Tort Claims Act, 28 U.S.C. 2671 *et seq.*
- 21. Program Income:** Program income is money that is earned or received by a recipient or a subrecipient from the activities supported by award funds or from products resulting from award activities. It includes, but is not limited to, income from fees for services performed and from the sale of items produced under an award; usage or rental fees for equipment or property acquired under an award; admission fees;

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broadcast or distribution rights; and license fees and royalties on patents and copyrights. The federal share of program income is determined by the percentage of total project costs that are supported by the Agency.

**Income Earned During the Award Period:** The Federal share of program income earned during the award period shall be retained by the recipient and, unless the award specifies how such income will be used, the recipient must use it in the following way:

It may be added to the existing project funding to cover increased costs of the project.

A report of program income earned during the award period must be submitted with the final Federal Financial Report whenever program income is earned during the award period or when the terms and conditions of the award specifically require such a report. The report shall indicate the total amount of program income that was earned and how it was used.

If income is to be returned to the Agency, a check made payable to the Food and Nutrition Service (FNS) and identified as program income must be submitted to the Accounting Division at the following address:

USDA Food and Nutrition Service  
ATTN: Accounting Division  
P.O. Box 979027  
St. Louis, MO 61397-9000

## POST CLOSEOUT ADJUSTMENTS AND COLLECTIONS

**22. Post-closeout adjustments:** The closeout of a Federal award does not affect:

- a. The right of the Agency to disallow costs and recover funds on the basis of an audit or later review;
- b. The obligation of a non-Federal entity to return funds as a result of later cost adjustments;
- c. Audits requirements;
- d. Property management and disposition requirements; and
- e. Record retention requirements.



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- 23. Collections:** Any funds paid in excess of the amount in which the non-Federal entity is finally determined to be entitled will constitute a debt to the Federal Government. If these funds are not repaid within 90 days, the Agency may: make an administrative offset; withhold advance payments or take other necessary actions. In addition, interest will accrue on this overdue debt in accordance with the Federal Claims Collections Standards (31 CFR Parts 900 through 999).

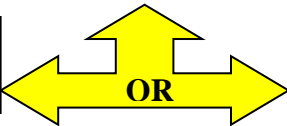
APPENDIX B  
SNAP WORK REGISTRATION PROCESS FLOW CHART  
(7 CFR 273.7-Work Provisions)

*Is the person or household member:*

- ☑ Under 16 years old or 60 years old and older? (Phpro Code: A)
- ☑ Age 16 or 17 who is not the head of household or who is attending school? (Phpro Code: I )
- ☑ Physically or mentally unfit for employment (medical certification)? (Phpro Code: B)
- ☑ Subject to complying with any Work Requirements under Title IV of the Social Security Act (i.e. participating in the TANF/JOBS program) (Phpro Code: D)
- ☑ A parent or household member responsible for the care of a dependent child under 6? (Phpro Code: C)
- ☑ A Parent or household member responsible for the care of an incapacitated person? (Phpro Code: C)
- ☑ Caring for a non-household member who is an incapacitated person? (Phpro Code: J)
- ☑ Receiving unemployment compensation? (Phpro Code: E)
- ☑ A regular participant in a drug and/or alcohol treatment and Rehabilitation Program? (Phpro Code: F)
- ☑ Employed or self-employed a minimum of 30 hours per week OR earning weekly wages at least equal to the federal minimum wage multiplied by 30 hours? (Phpro Code: G)
- ☑ Student enrolled half time in school, training program, or higher education BUT must meet student eligibility requirements (Section 273.5) (Phpro Code: H) **PLEASE REFER TO STUDENT ELIGIBILITY CHART BEFORE PROCEEDING**

**IF YES**  
(to at least one of the questions)

Not required to  
work register



**IF NO**  
*(Must register for work)*  
*Then:*  
1. Must register for work;  
2. ~~Participate in SNAP E&T program~~  
~~up to 120 Hours;~~  
3. Participate in workfare if assigned;  
4. Accept suitable employment if Offered and  
5. Do not voluntary quit a job of 30 or more hours a week OR reduce work efforts to less than 30 hours per week.

*Is the person or HH member an  
(ABAWD) Able Bodied Adult without dependent(s) between the age of  
18 and 49?*

**Yes-ABAWD**  
*They are exempted AND are not limited to  
three months if:*  
☑ Under 18 or 50 years old & Over  
☑ Medically certified unfit for employment  
☑ Responsible for a dependent child  
☑ Responsible for an incapacitated person  
☑ Residing in a HH where a HH member is under 18  
☑ Exempt from general SNAP work requirements  
☑ Pregnant

**IF**  
**YES**  
(Meets at least one of the exemptions)

**EXEMPT** from  
ABAWD Time Limit

**No: Non-ABAWD**  
*Not required to participate in SNAP E&T  
BUT are encouraged to volunteer*

**NO**  
(Does **NOT MEET** one of the exemptions)

**MUST MEET ABAWD WORK  
REQUIREMENTS IF WANT  
TO RETAIN SNAP**

Options to meet ABAWD Work Requirements:  
☑ Working 20 or more hours a week, averaged monthly; or  
☑ Participating in SNAP E&T for 20 or more hours a week; or  
☑ Combination of working and participating in a work program

**You can recommend to client to enroll/participate  
into The Guam Employment Training Program  
(GETP) as an option to meeting the ABAWD  
requirement**

## APPENDIX C

### GERNERAL WORK REQUIREMENTS ORAL SCRIPT

In order to keep your SNAP benefits, I determined that household member(s) name (1), name (2) has work requirements that need to be followed. Today, I will review the specific rules that apply to each household member. These rules have to do with work hours and job-related activities. You will also receive a *Consolidated Work Notice* in the mail explaining what I tell you today. It is very important that you and other required individuals in your household review that notice carefully to understand the steps your household will need to follow to keep your SNAP benefits.

First, I will review the basic work rules for: name of household members (name 1 and name 2). These individuals need to follow the basic work rules to keep your/their SNAP benefits. You/They must:

**Accept any job offered received, unless there is good reason they can't.**

**If you/they have a job, don't quit or choose to work less than 30 hours each week without having a good reason, such as getting sick, being discriminated against, or not getting paid.**

**Tell us about your/their job and how much you/they are working, if asked.**

If you or other household members don't follow these basic work rules and they don't have a good reason, these household members may lose their SNAP benefits. If you have good reason not to follow these rules, please call us immediately. Good reasons include getting sick, not having childcare for a child younger than 12, or work conditions that are unreasonable. The consolidated work notice that will be sent to you will have the contact numbers to reach us.

Unless your household members have good reasons, they will be disqualified from receiving SNAP benefits for three (3) months the first time they fail to follow these basic work rules; for six (6) months the second time; and permanently for the third time.

Finally, if you or [name of household member(s)] are identified as an Able-Bodied Adult without Dependents (ABAWD) can get SNAP benefits for only 3 months in 3 years, unless you and/or [name of household member(s)] participate at least 80 hours each month doing one or more of the following activities:

1. Working
2. Participating in a job program or similar activities we approve, or
3. Volunteering.

OR

Participate in a work experience program for the number of hours assigned to you each month. If you are interested, there are employment and training opportunities offered by the Guam SNAP Employment and Training Program (or E&T). This is a voluntary program that provides work training and support services such as transportation, work-related reimbursements, and childcare assistance.

If your work hours drop below 80 hours a month, please call us within 10 days. The consolidated work notice that will be sent to you will have the contact numbers to reach us.

Any questions?

Before we end, again, I would like to remind you that you will receive a *Consolidated Work Notice* in the mail. It will include information on what to do if there are any changes regarding circumstances in your household. This notice will further reinforce what we have discussed today. Thank you and have a good day!

## APPENDIX D



GOVERNMENT OF GUAM  
DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES  
*DIPATTAMENTON SALUT PUPBLEKO YAN SETBISION SUSIAT*  
(671) 300-8853/63 (Rancare)  
(671) 635-7429 (Northern BES)  
(671) 828-7643 (Southern BES)



**Case Number:** 2023001234  
**Head of Household:** Jane Doe  
**Notice Date:** October 1, 2023  
**Program:** Supplemental Nutrition Assistance Program (SNAP)

### SNAP Work Rules

#### *You Must Follow These Rules to Receive SNAP Benefits*

**Hafa Adai** [Name 1], [Name 2], and [Name 3],

This letter is to tell you about work rules for the Supplemental Nutrition Assistance Program (SNAP). **If you don't follow these rules, your SNAP benefits may decrease or end.** Different people in your house may need to follow different work rules. This letter tells each of you what you need to do.

#### **What do you need to do?**

[Name 1], you must follow the **Basic Work Rules** on **page 2**.

[Name 2], you must follow the **Basic Work Rules** on **page 2**.

[Name 3], you must follow the **Basic Work Rules** on **page 2**.

#### **Does everyone need to follow these work rules?**

No, only certain people do. You **may not** have to follow these rules if you are:

- Younger than age 16, or age 60 or older,
- Taking care of a child younger than age 6 or someone who needs help caring for themselves,
- Already working at least 30 hours a week,
- Already earning \$217.50 or more per week,
- Receiving unemployment benefits, or you applied for unemployment benefits,
- Not working because of a physical or mental health reason,
- Going to school, college, or training program at least half-time,
- Meeting the work rules for Temporary Assistance for Needy Families (TANF), or
- Participating in a drug or alcohol addiction treatment program.

## Basic Work Rules

[Name 1], [Name 2], and [Name 3], you must follow the **Basic Work Rules**. Keep reading to find out what to do.

### What do you need to do?

---

You **must** follow these **Basic Work Rules** to keep your SNAP benefits:

1. Accept any job offer you receive, unless there is a good reason you can't.
2. If you have a job, don't quit your job or choose to work less than 30 hours each week without having a good reason, such as getting sick, being discriminated against, or not getting paid.
3. Tell us about your job and how much you are working if asked.
4. If we ask you to do a workfare program, complete your hours each month.
5. Be registered for work.

### What happens if you do not follow these Basic Work Rules?

---

You **may lose your SNAP benefits** if you don't follow these work rules and you don't have a good reason.

### What if you have a good reason for not following these Basic Work Rules?

---

Good reasons include issues you can't control such as getting sick, not having childcare for a child younger than age 12, or work conditions that are unreasonable. These are some examples of good reasons but not all of them. **Reminder: Check page 1 of this letter for other reasons you may not have to follow any work rules.**

If we find that you have a good reason, there will be no change to your SNAP benefits please call us at the numbers listed above.

### How long will you lose SNAP benefits if you don't follow these Basic Work Rules?

---

- The first time you don't follow these rules, and you don't have a good reason, you can't get SNAP benefits for **[3 months]**.
- The second time you don't follow these rules, you can't get SNAP benefits for **[6 months]**.
- The third time, you can't get SNAP benefits **[permanently]**.
- And you must follow these work rules before you can get SNAP benefits again.

### Interested in Employment and Training Opportunities?

---

The Guam Employment Training Program (GETP) is one opportunity that offers you work training. This program also provides support services such as transportation reimbursements, work -related reimbursements, and childcare assistance. We offer different programs to help you develop your work skills. You can learn more about the different types of programs available by calling us at (671) 735-7267/7367/7322/7368 to find out more.

## ***Your Right to a Fair Hearing***

### **What is a fair hearing?**

---

If you disagree with a decision made on your SNAP application or case, you have the right to request a fair hearing. A fair hearing means that an official will review the facts of your case in a fair and objective manner as required by law.

### **In what situations can you ask for a fair hearing?**

---

You may ask for a fair hearing if any of the following apply to you:

- You applied for SNAP benefits and were denied.
- You disagree with a decision on your case.
- You believe your SNAP benefits were not calculated correctly.

### **When is the deadline to request a fair hearing?**

---

- If you want a fair hearing because we closed your SNAP case or denied your request for SNAP benefits, you must request it by **[enter date 90 days from decision date]**.
- If you want a fair hearing about your current SNAP benefits, you may request a fair hearing any time before [enter certification period end date].
- If you request a hearing because we closed your case or decreased your SNAP benefits, you may choose to keep getting your benefits until a hearing decision is made. You may choose to continue receiving SNAP benefits only if your certification period has not ended. If you choose to do this, you may have to pay those SNAP benefits back if you lose the fair hearing. To continue your SNAP benefits, you must request a fair hearing by [enter date upon which action becomes effective].

### **How do you ask for a fair hearing?**

---

To request a fair hearing:

1. Call (671) 735-7344/7256 if you want to know more about the process.
2. Complete the Fair Hearing Form or mail to DPHSS, Bureau of Management Support, 130 Castle Mall University Drive Ste 15, Mangilao, Guam 96923

### **Can you get free legal help?**

---

You may be able to get free legal help from [Micronesia Legal Services Corporation] by calling (671)969-5504 or (671) 969-5604 or visiting [guam@mlscnet.org](mailto:guam@mlscnet.org) for more information.



## USDA Nondiscrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.), should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

USDA is an equal opportunity provider, employer, and lender.

Note: Please do not send any application materials to the address above. The address above is for civil rights complaints only.

The Guam Employment Training Program (GETP) is a voluntary program that provides employment training assistance to recipients of Supplemental Nutrition Assistance Program (SNAP), formally known as "food stamps". The programs goal is to help SNAP recipients be successful in the job market and to improve their financial situations, minimizing their present and future need for assistance.

It will enhance services available to voluntary participants to include a variant of allowable work activities offered through the Department of Labor (DOL) - American Job Center (AJC), Guam Community College (GCC) and other training programs such as the Guam Trade Academy and Marianas Training Center.

#### **WHO CAN PARTICIPATE?**

GETP is targeted to serve all SNAP work registrants which include Able Bodied Adults with Dependents (ABAWD's) and Able Bodied Adults without Dependents (non-ABAWD's).

#### **HOW DO YOU PARTICIPATE?**

Contact WPS directly or visit the office and complete an GETP application. If eligible, you will be scheduled an appointment for initial assessment.

#### **INITIAL ASSESSMENT**

Your Social Worker (SW) or Employment Development Worker (EDW) will explain the GETP in greater detail. An initial assessment will be conducted to determine your occupational qualifications or expectations, training/employment and educational goals. An Individual Responsibility and Employment Plan will be created with your assigned SW/EDW to help you figure out what kinds of program activities may be interesting for you as a participant.

#### **COMPONENT PLACEMENT REFERRALS**

After the development of your plan you will be referred to various government, non-profit organizations, or private sector companies for component placement to conduct your training.

#### **WHAT TYPE OF EMPLOYMENT, TRAINING, AND EDUCATION PROGRAMS ARE AVAILABLE?**

##### **Work Components**

- **Community Work Experience Program (CWEP)**

CWEP is the primary placement for all participants. This program provides unpaid work experience and new job skills through work training either in a public (government) service, private, or in a community-based private sector organization.

- **The American Jobs Center (AJC) through the Workforce Innovation and Opportunity Act (WIOA)**

AJC provides employment, training and related services. They offer an array of on the job-training and employment services developed, managed, and administered by Department of Labor American Jobs Center through WIOA funding. Activities include basic skills training (GED, literacy), occupational skills training, on-the-job training, work experience, job search assistance, and basic resource services. SNAP recipients who are enrolled or participating in the AJC WIOA activities can avail GETP services as well.

##### **Other types of activities included but not limited to:**

- Vocational Education Training, Job Search (JS), Job Readiness Assistance (JRA), Adult Education (AE) Programs.

#### **WHAT SUPPORT SERVICES ARE OFFERED BY GETP?**

For the time you are participating in any of the GETP components, the Program can help you with the following:

- Transportation Reimbursement (maximum of \$100 monthly)
- Childcare Services (children under 13)
- Work Related Reimbursements (Maximum \$400 Annually)
- Case Management and referrals

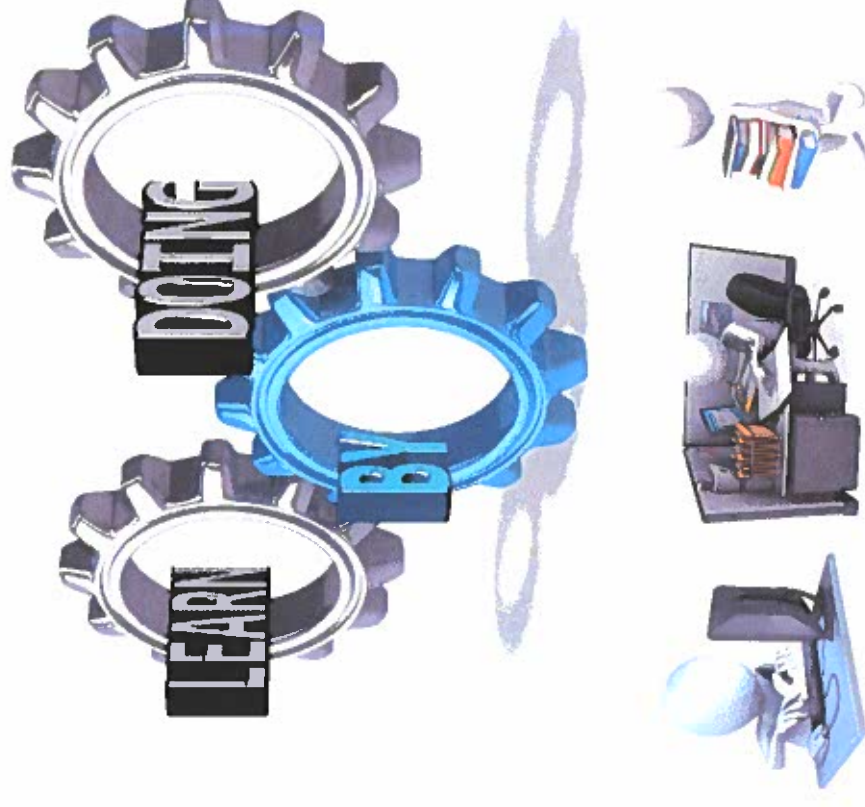
# GUAM EMPLOYMENT TRAINING PROGRAM (GETP)

## WHAT WILL HAPPEN TO MY BENEFITS?

During the time you are participating in GETP, and preparing for employment, you will continue to receive your SNAP benefits. Any monetary assistance you receive from the Program as a program participant for any of the support services mentioned above are not considered earned income and will not affect your benefits.

## WHAT ARE THE ADVANTAGES OF PARTICIPATING IN THE PROGRAM?

1. Gain work experience so you can add to your work history and keep it current when you are ready to apply for jobs.
2. You help the community and our island.
3. You can get a work reference.
4. You can get back to the "world of work" and learn new skills or improve current skills that are in demand by local businesses.
5. You can receive support services such as transportation reimbursement, work related expense reimbursements (such clothing, car maintenance, etc.), and child care assistance while participating in the program!
6. Opportunities to be a part of fast track training or credential programs (when funding is available) such as computer classes, etc.



DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES  
DIVISION OF PUBLIC WELFARE  
WORK PROGRAMS SECTION  
130 UNIVERSITY DRIVE CASTLE MALL UNIT 15  
MANGILAO, GUAM  
735-7256/7267



APPENDIX F  
GOVERNMENT OF GUAM

DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES  
DIPATTAMENTON SALUT PUPBLEKO YAN SETBISION SUSIAT



**ACKNOWLEDGEMENT OF PROGRAM SUPPORT SERVICES INFORMATION**  
**For SNAP PARTICIPANTS IN THE GUAM EMPLOYMENT TRAINING PROGRAM**  
**FOR FISCAL YEAR 2024 (October 1, 2023 – September 30, 2024)**

1. I am eligible to receive transportation reimbursement up to a **maximum of \$100 a month** (\$5.00 a day for each day that I participate). *For example, if I only participated 16 days a month, then my transportation reimbursement for that month is \$80 (16 days x \$5.00 a day).* Holidays and excused absences are ONLY reimbursed if you actually participated for the day.
2. I am eligible for **work-related reimbursements up to \$400 in fiscal year**. I understand that I can only be reimbursed for expenses listed in the Appendix H on the back of this sheet. All receipts must be original and specific. The amount I list on my form is simply a “request” and is subject to approval by my case manager. There may be items that are not specific or unreadable which will result in my request either being denied or being reimbursed less than what I indicate on the form.
3. I was informed that the department has 20 working days to process my participant reimbursement request and the Department of Administration has their process as well. I am aware that this Program is part federally funded and part locally funded. As a result, there may be delays in receiving my reimbursements in a timely manner due to the availability of funding.
4. I understand that I am required to submit my attendance/monthly time-sheet and Participant Reimbursement form by the 5<sup>th</sup> work day of the following month and no later than 30 calendar days after the last day of the month in which I am requesting reimbursement. If so, I understand that my reimbursement may be denied. *For Example, October 2022 PRR is due by the 5<sup>th</sup> work day in November 2022 but no later than November 30, 2022 (30 calendar days). If submitted past the 30 days, I am aware that my payment request will be denied.*
5. I was informed that should I find employment, the Guam Employment Training Program (GETP) can provide me with **Job Retention Services (JRS)** for transportation, work related expenses and/or child care assistance for 90 calendar days starting from the first day of the month after my date of hire. *For example, my DOH was September 15, 2022. My JRS will begin October 1, 2022 and end on December 30, 2022 (90 calendar days).*

\_\_\_\_\_  
Print Participant's (Name /Date)

\_\_\_\_\_  
GETP Staff (Print Name/Date)

\_\_\_\_\_  
Participants Signature

\_\_\_\_\_  
GETP Staff Signature

2 Copies (1 Placement, 1 client, Original – WPS)

CSN: (09/03/19, 12/13/19, 12/21/19, 08/15/2022)

APPENDIX E

# APPENDIX G

## Guam Employment Training Program (GETP) Work-Related (Ancillary) Expenses Support Service for the period of: **October 1, 2023 thru September 30, 2024 (\$400 MAX ANNUALLY)**

<b>Allowable Expenses:</b>	<b>Unallowable Expenses:</b>
Automobile repairs or maintenance service (includes shipping cost)	Automobile Insurance, Car Registration, or Automobile Purchase
Background checks, Fingerprinting (if required by the employer, worksite, or placement/training site), Police/Court/Traffic Clearances, Health Certificates. Employment Physicals or Vaccinations (required by Worksite/ placement <u>AND</u> not covered by medical insurance).	Living Stipends or Student Loans, Traffic clearance fines or tickets.
Books only if required by the approved E&T Educational/training session.	Drug/Alcohol Counseling or Therapy, or Mental Health Treatment
Clothing/Shoes (necessary work attire) needed for work/training/placement in which a participant can showcase professionalism While performing the job assigned. (This includes shipping cost for clothing/Shoes purchased on line or via internet.)	Relocation Expenses
Course registration Fees and student activity fees (fees are not to be higher than what would have been charged for the general public).	
Driving School Classes/Courses	
Tuition/Fees as it relates to their approved E&T Component.	
Drug Testing if required by the Employer, Worksite, Placement, and/or training site; Coronavirus testing	
Equipment or Tools as it relates to their E&T Component and approved by E&T Program. (Example: Yard maintenance tools or Equipment, hard hat, tool belt, etc.).  Personal Protective Equipment (PPE) such as masks, face shields, and gloves. This will include hand sanitizers/wipes, disinfectant sprays and/or alcohol as additional preventive safety measures to reduce/elimination the spread of the coronavirus.	
Driver's License and or Guam I.D. card (New/Renewal/Replacement)	
Vision needs such as prescribed eye glasses and/or Eye Exam provided it is not a covered benefit under their medical insurance."	

APPENDIX H

Department of Public Health & Social Services

Division of Public Welfare - Bureau of Economic Security

WORK PROGRAMS SECTION

Mailing Address:

RAN-Care Commercial Building, CBU#207

761 S Marine Corps Dr Tamuning, GU 96913

Office Location:


130 University Drive

Castle Mall Unit #15

Mangilao, Guam 96913

Telephone: (671)735-7256 or (671)735-7267

Fax: (671)735-7165



PARTICIPANT'S NAME:

CASE NUMBER:

CONTACT NUMBERS: (HOME/CELL/WORK/OTHER)

DEPARTMENT / AGENCY / COMPANY / SCHOOL

I CERTIFY THAT THE HOURS REPORTED ON THIS ATTENDANCE CALENDAR ARE TRUE AND CORRECT.

SUPERVISOR / INSTRUCTOR SIGNATUREDATE

CONTACT NUMBER:  
(SUPERVISOR / INSTRUCTOR)

PARTICIPANT SIGNATUREDATE

FOR OFFICIAL USE ONLY

FOR OFFICIAL USE ONLY

FOR OFFICIAL USE ONLY

ATTENDANCE CALENDAR

REPORT MONTH / YEAR:

START TIME:

END TIME:

	DATE	NUMBER OF HOURS WORKED	COMMENTS HOLIDAYS/REASONS FOR ABSENCES
	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		
	11		
	12		
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	21		
	22		
	23		
	24		
	25		
	26		
	27		
	28		
	29		
	30		
	31		
# OF DAYS WORKED	TOTAL HOURS FOR MONTH		



## APPENDIX I



## Department of Public Health and Social Services

Division of Public Welfare • Bureau of Economic Security

## WORK PROGRAMS SECTION

Mailing Address: RAN-Care Commercial Building, CBU#207

761 S Marine Corps Dr Tamuning, GU 96913

Location: 130 University Drive Castle Mall Unit #15 Mangilao, GU 96913

Telephone (671)735-7256 or (671)735-7267 • Fax (671)735-7165

## PARTICIPANT REIMBURSEMENT REQUEST (PRR)

Direct Payment# \_\_\_\_\_

Control #: \_\_\_\_\_

Assigned Staff: \_\_\_\_\_

Program: JOBS or GETP

Participant Name: _____	Mailing Address: _____
Social Security Number: _____	Contact Numbers: _____
Case Number: _____	Vendor Number: _____

I am requesting reimbursement of the following expenses incurred for (MONTH / YEAR) \_\_\_\_\_:

[ ] Transportation \$ \_\_\_\_\_ [ ] Work Related \$ \_\_\_\_\_ [ ] Teen Parent Allowance \$ \_\_\_\_\_  
 (Original Detailed Receipts **MUST** be Attached)

I hereby certify that expenses for which I am seeking reimbursement have been paid by me. I understand that it is a federal crime punishable by fine and/or imprisonment, to knowingly make any false statement(s).

PARTICIPANT SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

The Department of Public Health and Social Services (DPHSS) shall pay expenses incurred for supportive services for families eligible to receive such assistance. Payment shall only be made when this Reimbursement Request Form is completed and accompanied by other documentation required by the Program. **Documents must be submitted to DPHSS, Division of Public Welfare – Work Programs Section, by the 5<sup>th</sup> work day of each month but no later than 30 calendar days after the last day of the month in which reimbursement is requested.**

*Example: July 2021 PRR is due by the 5<sup>th</sup> work day in August 2021 but no later than August 30, 2021 (30 calendar days).*

## FOR OFFICIAL USE ONLY (DO NOT WRITE BELOW THIS LINE)

Date Authorized: _____	[ ] GETP [ ] JOBS
Approved: Transportation: \$ _____	ATTACHMENTS:
Work Related: \$ _____	[ ] CHILD CARE CALENDAR [ ] CHECK STUBS
Teen Parent: \$ _____	[ ] RECEIPT(S) [ ] ATTENDANCE CALENDAR
Service Month: _____	[ ] TRANSPORTATION REPORT [ ] OTHER _____
Authorized by: _____	WPS Case File #: _____
Date Processed: _____	WPS Staff: _____

MISC COMMENTS/NOTES (Official Use Only):

APPENDIX J  
JOB SEARCH AND/OR JOB READINESS ACTIVITY LOG (JS/JR)

PARTICIPANT NAME					12 MONTH TIMEFRAME (JOBS), OR 12 contacts per month for 2 months (GETP)		Program Applicability (Choose one only):	<input type="checkbox"/> JOBS		
JOB SEARCH/JOB READINESS ACTIVITY OPTION (for official Use only) Choose one option only. THE 6 WEEK OR SPORADIC APPLY ONLY TO JOBS CLIENTS.			6 WEEK PERIOD: <input type="checkbox"/> 4 Consecutive Weeks <input type="checkbox"/> Last 2 Consec. Week (5-6) No more than 4 consecutive weeks in a 12 month period, must meet weekly requirement		SPORADIC USE: <input type="checkbox"/> 120 hrs: 1 Parent Hhld <input type="checkbox"/> 180 hrs: 2 Parent Hhld (In addition to REQUIRED weekly hours). Cannot exceed the maximum above within a 12 month period.			<div>____/____/____ to ____/____/____</div> <p>Pls Note: Travel Time from Home to 1st Job Site/Company/Interview DOES NOT Count. Travel Time in between does count.</p>		<input type="checkbox"/> GETP
					Assigned Social Worker: DPHSS / Work Programs Section 735-7256					
Date	Start Time	End Time	Location activity took place or name of Employer	Type of Activity	Comments	Total Time Spent in the activity	Name of Person and Job Title verifying information (Please print)	Signature of person verifying the Activity	Contact #	
8/24/2009	9:30am	10:00am	Hilton Hotel	Applied for Front Desk Clerk	Submitted my application. They will call me for an interview	30 minutes	Jane Doe, HR Manager		735-0000	