



OFFICE OF LEGAL COUNSEL

Ufisinan I Maga'hågan Guåhan
Office of the Governor of Guam

LOURDES A. LEON GUERRERO
Governor of Guam

JOSHUA F. TENORIO
Lieutenant Governor of Guam

Transmitted via Central Files

February 24, 2021

ARTHUR SAN AGUSTIN, MHR

Director

Department of Public Health and Social Services
590 S. Marine Corps Drive
Tamuning, Guam 96913-3532

Re: DPHSS Corrected Fifth Amendment MOU between DPHSS Division of Senior Citizens and Mayors' Council of Guam – Adult Day Care Services Program (CF#2021-13001)

Hafa Adai Director San Agustin:

The following documents are transmitted with the signature of *I Maga'hågan Guåhan*:

Department of Public Health and Social Services: Corrected Fifth Amendment Memorandum of Understanding between DPHSS Division of Senior Citizens "DPHSS/DSC" and Mayors' Council of Guam (MCOG) Adult Day Care Services Program "ADC" - Management and Operations of the Adult Day Care Services Program Covering: October 1, 2020 through September 30, 2021

Any questions or concerns can be sent directly to the Legal Counsels via email (sophia.diaz@guam.gov) or leslie.travis@guam.gov) or call (671) 473-1118.

Senseramente,

SOPHIA SANTOS DIAZ

Legal Counsel

Enclosure(s): Amendment(s)

cc via email: *Maga'hågan Guåhan*
Sigundo Maga'låhen Guåhan



GOVERNMENT OF GUAM

DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES
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LOURDES A. LEON GUERRERO
GOVERNOR, MAGA'HAGA'

JOSHUA F. TENORIO
LT. GOVERNOR, SIGUNDO MAGA'LÁHI

ARTHUR U. SAN AGUSTIN, MHR
DIRECTOR

LAURENT SF DUENAS, MPH, BSN
DEPUTY DIRECTOR

TERRY G. AGUON
DEPUTY DIRECTOR

JAN 21 2021

MEMORANDUM

RCVD AT CENTRAL FILE
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TO: Governor of Guam
VIA: Director, Bureau of Budget and Management Research
Attorney General of Guam
FROM: Director, Department of Public Health and Social Services
SUBJECT: Fiscal Year 2021 Adult Day Care Services
Memorandum of Understanding – Corrected Fifth Amendment
OAG Ref: 20-0560

Jessica Cruz

Attached for your review and approval is the Fiscal Year 2021 Corrected Fifth Amendment to the Adult Day Care Services Memorandum of Understanding with the Mayors' Council of Guam (MCOG).

This Corrected Fifth Amendment provides partial funding in the amount of \$560,611.04 for the period of October 1, 2020 to February 28, 2021. In the event additional increment in local and/or matched funding is received by DPHSS, DSC for agreement in Fiscal Year 2021, all parties will sign an addendum to this agreement as to the additional services funded, subject to funds being appropriated, allocated, and available.

The Adult Day Care Services Program provides services to approximately 119 eligible frail older individual's age 60 and older who have been determined to be functionally impaired and are at risk of institutionalization, and provides respite services for families and caregivers of these individuals.

Should you have questions, please feel free to contact Acting Senior Citizens Administrator Charlene D. San Nicolas, MPA at 735-7421 or 735-7415.


ARTHUR U. SAN AGUSTIN, MHR
DIRECTOR

Attachment

RECEIVED
MANUEL FEDERAN
OFFICE OF THE ATTORNEY GENERAL
ADMINISTRATION
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Corrected Fifth Amendment MOU Between
DPHSS/DSC and MCOG for the ADC Program
FY 2021 Oct 1, 2020 through Sept 30, 2021

**Corrected Fifth Amendment
Memorandum of Understanding
Between
Department of Public Health and Social Services
Division of Senior Citizens "DPHSS/DSC"
And
Mayors' Council of Guam "MCOG"
Adult Day Care Services Program "ADC"
Management and Operations of the Adult Day Care Services Program
Period Covering: October 1, 2020 through September 30, 2021**

* CARES Act Funds and HHS ACL permitted "bucketing" of OAA Title III Funds are part of this Eighth Amendment per the April 8, 2020 ACL COVID-19 Response Fiscal FAQ: Major Disaster Declaration -

April 20, 2020 Notice of Award Title of Program: (SSC3) CARES Act for Supportive Services under Title III-B of the Older Americans Act, Award Authority P.L. 116-136 CARES Act) under P.L. 116-131 (OAA) Grant No. 2001GUSSC3-00 – Grant (Formula) Project Period 04-01-2020 – 09-30-2021, Budget Period: 04-01-2020 – 09-30-2021 CFDA 93-044 per OMB M-20-11 "Administrative Relief for Recipients and Applicable of Federal Financial Impacted by the Novel Coronavirus (COVID-19) due to Loss of Operations" dating back to January 20, 2020.

June 16, 2020 Notice of Award- No-Cost Extension Title of Program: (OASS) Older Americans Act Title III -Supportive Services P.L. 116-131(OAA) Grant No. 1901GUOASS-04- Grant (Formula) Project Period 10-01-2018- 09-30-2021, Budget Period 10-01-2018 – 09-30-2021 CFDA 93.044 per OMB Memo M-20-17 "Administrative Relief for Recipients and Applicable of Federal Financial Impacted by the Novel Coronavirus (COVID-19) due to Loss of Operations" dated March 19, 2020.

July 31, 2020 Notice of Award Title of Program: (OASS) Older Americans Act Title III -Supportive Services P.L. 116-131(OAA) Grant No. 2001GUOASS-03-Grant (Formula) Project Period 10-01-2019 – 09-30-2021, Budget Period 10-01-2019 – 09-30-2021. CFDA 93-044.

This Corrected Fifth Amendment to the Memorandum of Understanding (MOU) between the Department of Public Health and Social Services, Division of Senior Citizens (DPHSS/DSC) and the Mayors' Council of Guam (MCOG) is made by and between both parties; (1) to correct issues with an earlier Fifth Amendment which was unable to be approved by the Office of Attorney General and returned unsigned by the Attorney General, for issues as to legality and form, and (2) to extend their agreement for FY 2021, from October 1, 2020 through September 30, 2021, with multiple certifications of funds permitted within the Fiscal Year, but initial funding certified from October 1, 2020 through February 28, 2021.

WHEREAS, the MOU was entered into between DPHSS/DSC and MCOG to engage the services of the MCOG to personal care for dependent elders in a supervised, protective, and congregate setting during some portion of a day. Services offered in conjunction with adult day care/adult day health typically include social and recreational activities, training, counseling, and services such as rehabilitation, medications assistance and home health aide services for adult day health; and

WHEREAS, the DPHSS/DSC is the State Unit on Aging and administers the Adult Day Care (ADC) Services Program funded in part by the U.S. Department of Health and Human Services, Administration for Community Living, through the Older Americans Act of 1965 (Older Americans Act Amendments, As Amended) Public Law 116-131 and Title III-B Supportive Services Federal funds as set forth above; and

WHEREAS, the ADC Program Service Provider through the Adult Day Care Centers provides services to approximately 119 eligible older individuals age 60 and older on any given service day during authorized operating hours at approved Center locations who have been determined to be functionally impaired and are at risk of institutionalization, and to provide respite services for families and caregivers of these individuals; and

WHEREAS, the DPHSS/DSC and MCOG recognize the resources available to support ADC Program requires leveraging community partnerships and recognize the pivotal role of ensuring this critical service for seniors continue uninterrupted; and

WHEREAS, the parties have entered into four amendments to the agreement from March 27, 2018 to present as follows:

Amendment No.	Description	Date Signed by Governor
Fourth	Provided additional funding (Local Overmatch) for Fiscal Year 2020 to cover period of October 1, 2019 to September 30, 2020	10/28/19
Third	Provided additional funding (Local Overmatch) for Fiscal Year 2019	04/25/19
Second	Provided additional funding (Match and Local Overmatch) for Fiscal Year 2019	03/29/19
First	Provided additional funding (Local Overmatch) for Fiscal Year 2019	10/12/18
MOU	FY 2018 the date of the Governor's signature 04/01/2018 thru 9/30/2018	03/27/18

WHEREAS, even during the ongoing current Public Health Disaster, with the Adult Day Care Centers currently closed the ADC Program services provided by the MCOG are still critical.

NOW, THEREFORE, the DPHSS/DSC and the MCOG herein amend their MOU as follows:

1. Section I of the MOU is replace in entirety with the following:

“ SECTION I.
INCORPORATION AND ORDER OF PRECEDENCE

The MCOG shall comply with all the applicable Federal Grant(s) terms and conditions, which are incorporated by reference into this agreement as if fully re-written herein. In the event of any conflict among these documents, the following order and precedence shall apply:

A. Federal Grant Fund requirements:

1. Notice of Prime Grant Award(s) HHS, ACL OAA Title III (as update) and as set forth above. Copies of each of the applicable Notice of Prime Grant Award(s) are attached to this agreement.
2. Coronavirus Aid, Relief, and Economic Security (CARES) Act, P.L. 116-126 for activities authorized under Title III of the Older Americans Act of 1965, as amended through P.L. 116-131, enacted on March 25, 2020, and the Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020, P.L. 116-123.
3. Program Regulations – U.S. Treasury Guidance and HHS ACL -CARES Act Requirements
4. HHS 45 CFR Chapter XIII, Subchapter C, Part 1321 4. ACL program requirements, handbooks and guidance
 URL: <https://www.acl.gov/grants/managing-grant> ACL policies and regulations
 URL: <https://www.acl.gov/grants/managing-grant>
5. 45 CFR Part 75, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards
6. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as update in keeping with 85 FR 40577, August 13, 2020; Office of Management and Budget 2 CFR Parts 25, 170, 183 and 200 Guidance for Grants and Agreements: Final Guidance
7. HHS Grants Policy Statement
8. Federal Funding Accounting and Transparency Act (FFATA)
9. Anti-Lobbying Restriction for HHS Recipients

B. Guam SOA Four Year State Plan 2020-2023 (as updated)

C. Any contract amendment(s) in reverse chronological order

D. This Corrected Fifth Amendment to the MOU inclusive of attachments

Attachment A – Adult Day Care Services Negotiated Approved Budget for Fiscal Year 2021, along with copies of all applicable Government of Guam, Intra-Governmental Work Requests with Object Classification

Attachment B – Notice of Grant Award (Notice of Prime Award) All of the above listed Notice of Federal Grant Awards

Attachment C –Subaward Data Sheet

Attachment D- Updated – HHS ACL Federal Grant Requirements (01-14-2021) To The Already Existing MOU – Compliance with Federal Laws and Regulations, Department of Public Health and Social Services, Division of Senior Citizens, U.S. Department of Health and Human Services Administration of Community Living – Older Americans Act Title III- B

Attachment E – Updated 2 CFR Part 200 Appendix II Contract Provision Federal Funds (01/14/2021) To The Already Existing MOU OMB Governmentwide Guidance for Grants and Agreements Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Attachment F- ACL COVID-19 Response Fiscal FAQ: Major Disaster Declaration (April 8, 2020)

E. Any amendment(s) to the Memorandum of Understanding in reverse chronological order

F. The Addendum to the Memorandum of Understanding inclusive of attachments

G. The Memorandum of Understanding inclusive of attachments

SCOPE OF SERVICES

1. MCOG shall provide the Management and Operation of a Title III-B Adult Day Care Services Program administered by DPHSS/DSC.
2. MCOG shall comply with the provisions of Title IIIB of the Older Americans Act of 1965, as amended and with the Code of Federal Regulations 45 CFR Chapter XIII, Subchapter C, Part 1321 and 45 CFR Part 75.
3. The purpose of Adult Day Care (ADC) services is to provide approximately 119 individuals age 60 and older, on every service day, personal care for dependent elders in a supervised, protective, and congregate setting during some portion of a day, who have been determined to be functionally impaired and are at risk of institutionalization, and to provide respite services for families/ caregivers of these individuals while the individual is attending the Adult Day Care center.
4. ADC services typically include social and recreational activities, training, counseling, and services such as rehabilitation, medications assistance and home health aide services for adult day health.
5. Program Requirement. Eligibility for the Adult Day Care Services Program is determined by the contracted Case Management Service Program for individuals/clients determined to be functionally impaired due to:
 - A. The individual is unable to perform at least two (2) of the following Activities of Daily Living (ADL) without personal assistance, stand-by assistance, supervision or cues: eating, dressing, bathing, toileting, transferring in and out of bed/chair and walking; or
 - B. The individual has a cognitive or other mental impairment, and requires substantial supervision because he/she behaves in a manner that poses a serious health or safety hazard to themselves or to other individuals.
6. Provide services to its target population.
 - A. Persons age 60 or over who are frail, homebound by reason of illness or incapacitating disability, or otherwise isolated, shall be given priority in the delivery of services (Ref. 45 CFR 1321.69).
 - B. Older individuals with greatest economic need and older individuals with greatest social needs (with particular attention to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas) [Ref. Section 305(a)(2)(E) of the Older Americans Act of 1965, as amended].
 - C. Older individuals with disabilities (with particular attention to individuals with severe disabilities) and enhance services and develop collaborative programs, where appropriate, to meet the needs of older individuals with disabilities [Ref. Section 307(a)(17) of the Older Americans Act of 1965, as amended].

7. Ensure written registration procedures are effectuated and implemented that address, at a minimum, the following:
 - A. The Registration Process to access and refer for services. A client who receives ADC services within the reporting fiscal year, October 1 through September 30, is counted as a registered client. The MCOG shall be responsible for registering clients and tracking deceased clients within the reporting fiscal year.
 - B. The DPHSS/DSC *Intake, Profile, and Referral (IPR)* form shall be used to register clients for this program and to refer clients to other long-term services and supports; outdated IPR blank forms shall be discarded.
 - C. The DPHSS/DSC *IPR Record Change and Service Form* shall be used to update or change information of a client's IPR.
 - D. The registration process shall include an *Emergency Referral Assessment* provision to respond to critically emergent situations to protect and safeguard the life and safety of vulnerable and high risk clients.
 - E. Ensure copies of all initial and record change and service IPR forms for individuals age 60 and older are forwarded to the appropriate Title III Aging service provider, vendor or appropriate agency no later than 10:00 a.m. the next working day. It is the responsibility of the ADC designee to ensure the IPRs and updates are sent and coordinated. The original IPR and corresponding updates shall be maintained in each client's file maintained by ADC Administration staff.
 - F. Ensure legal documents are in place prior to clients receiving ADC services. Acceptable legal documents are Power of Attorney or Guardianship. Any other document presented shall be reviewed for its validity and applicability, as cleared by the CMS.
 - G. Program, prior to services being rendered. Further, the Determine Your Nutritional Health (DYNH) along with the other client documents listed under Client Files of this MOU are to be in place prior to services being provided.
 - H. Ensure clients have health clearance prior to ADC services being provided. The frequency to update health clearance will be based on each client's health status.
 - I. Ensure registered clients of the program are enrolled into the program database as designated by the DPHSS/DSC. It shall be the responsibility of the ADC Program staff to ensure this is complied with.
 - J. Ensure report to other Title III aging service providers and/or vendors significant changes in the physical, mental and social conditions, as observed in its contact with the client and as appropriate.
 - K. Ensure clients are enrolled into the Aging and Disability Resource Center (ADRC) Information System within 48 hours of receipt of IPR.
 - L. Emergency Referrals. Respond to critically emergent situations to protect and safeguard the life and safety of vulnerable and high risk clients.

- M. **Partial Services List.** ADC is to establish a list of clients who are receiving only partial services due to program constraints, while entitled to and would greatly benefit from the full service of this program.
 - N. **Wait-List.** ADC is to establish a list of clients who are waiting to receive program services and currently not receiving any services. ADC is required to coordinate with the CMS Program to ensure clients who are on the Wait-List at the end of a service fiscal year, September 30, are reassessed and re-enrolled on October 1 if services are still needed and ensuring they remain on the Wait-List. For those eligible consumers who are receiving some degree of services, their names should be listed in the Partial Services List.
 - O. ADC's registration process for this program is required to include information on registration being transferable between the three (3) Adult Day Care (ADC) Centers on island, as applicable.
 - P. Ensure the Adult Day Care (ADC) designee shall update the Case Management Services (CMS) designee of the now registered client for further assessment within three (3) working days unless the referral warrants to be expedited on the same day.
 - Q. **Client Contact.** Ensure contact with the client occurs no later than two (2) working days after receipt of the referral to coordinate the client's registration from the CMS Program. Referrals shall be made to assist and address the issues and needs presented by the client at time of registration subject to periodic updates.
 - R. **Duplication of Services.** Ensure all services funded through this program are coordinated with other appropriate services in the community, and that these services do not constitute an unnecessary duplication of services provided by other sources.
 - S. Ensure written provisions to address and inform clients that all pets at their home shall be controlled in accordance with Public Laws 22-13 and 26-76 (codified at 10 GCA, Chapter 34) to ensure the proper delivery of services. In addition, the provision shall also account for the proper restraining of in-door pets.
8. **Definitions and Units of Services (UOS).** Maintain and report Units of Services (UOS) as follows: *(Note: The service units for Information and Assistance and Outreach are individual, one-on-one contacts between a Service Provider and an elderly client or caregiver. An activity that involves contact with multiple current or potential clients or caregiver (e.g., publications, publicity campaigns, and other mass media activities) should not be counted as a Unit of Service (UOS).*
- A. **Impairment in Activities of Daily Living (ADL)** – The inability to perform one or more of the following six activities of daily living without personal assistance, stand-by assistance, supervision or cues: eating, dressing, bathing, toileting, transferring in and out of bed/chair, and walking.
 - B. **Impairment in Instrumental Activities of Daily Living (IADL)** – The inability to perform one or more of the following eight instrumental activities of daily living without personal assistance, or stand-by assistance, supervision or cues: preparing meals, shopping for personal items, medication management, managing money, using telephone, doing heavy housework, doing light housework, and transportation ability (transportation ability refers to the individual's ability to make use of available transportation without assistance).

- C. **Living Alone** – Using the Census definition of household, a one person household is where the householder lives by his or herself in an owned or rented place of residence in a non-institutional setting, including board and care facilities, assisted living units and group homes.
 - D. **Adult Day Care/Adult Day Health (1 Hour)** - Personal care for dependent elders in a supervised, protective, and congregate setting during some portion of a day. Services offered in conjunction with adult day care/adult day health typically include social and recreational activities, training, counseling, and services such as rehabilitation, medications assistance and home health aide services for adult day health.
 - E. **Information and Assistance (1 Contact)** – A service that:
 - (1) Provides individuals with information on services available within the communities;
 - (2) Links individuals to the services and opportunities that are available within the communities; and
 - (3) To the maximum extent practicable, establishing adequate follow-up procedures. Internet web site “hits” are to be counted only if information is requested and supplied.
 - F. **Outreach (1 Contact)** – Intervention with individuals initiated by an agency or organization for the purpose of identifying potential clients (or their caregivers) and encouraging their use of existing services and benefits.
9. **Multi-Disciplinary Team (MDT) Meeting.** Within 30 days ensure there is a list of Multi-Disciplinary Primary and Alternate Team Members to address complex issues as necessary.
10. **Awareness of Elder Concerns.** Ensure program personnel are aware of unresolved problems and concerns of clients and that the ADC designee shall work with both internal and external resources and services to address the problems and concerns.
- A. The ADC Program staff shall initiate a referral for the coordination of services in support of the clients requiring such services with respective Service Providers.
 - B. Ensure record book of clients’ problems, concerns and MDT meeting summaries shall be maintained and made available upon request by DPHSS/DSC.
 - C. The problems, concerns and MDT issues that remain unresolved and require the DPHSS/DSC attention shall be reported as an unmet need in the Monthly Program Summary. For each reported unmet need, the ADC Program Coordinator shall provide a succinct report as to the efforts made by the organization to address the unmet need.
11. **Information, Referral and Assistance.** Ensure submission of the following:
- A. Written process for building into their program an Information, Referral and Assistance component and make a continuous effort to inform clients and their families regarding additional services and opportunities available or shall review and adopt the written process used by the prior service provider which was accepted by the DPHSS/DSC.
 - B. Written process to initiate and provide follow-up to clients on referral for the coordination of services, i.e., public housing, public benefits, and social security, for clients requiring such

services with the respective service providers or shall review and adopt the written process used by the prior service provider which was accepted by the DPHSS/DSC.

12. Update the *Client's Handbook* used by the prior service provider to reflect the MCOG as the administrator of this program which contains the written procedures governing Clients' Rights and Responsibilities that include, at a minimum, the following:
- A. Compliance/Non-Compliance of policies, rules and regulations governing this program that respect and promote the interests, rights and values of all clients. The following rights shall be afforded to all clients of this program:
 - (1) The right to be fully informed in advance about each service provided and any changes that may affect the well-being of the client;
 - (2) The right to be fully informed orally and in writing in advance of individual's rights and obligations;
 - (3) The right to participate in planning and changing any service provided in this program, as applicable;
 - (4) The right to voice a grievance with respect to the services provided or that were failed to be provided, without discrimination or reprisal as a result of voicing such grievance;
 - (5) The right to confidentiality of records; and
 - (6) The right to have the property of clients treated with respect.
 - B. Grievance and Appeal Procedures for clients who are dissatisfied with or denied services under this program.
 - C. Procedures to address the needs of independently functional and functionally impaired clients and provide a transition for clients requiring other services at the time of registering for this program.
 - D. ADC Program shall coordinate with the CMS Program for Discharge Planning for clients who are transitioning to home-based or to an alternative setting. The CMS Program shall be in the lead role until the case has been stabilized and a service plan has been agreed upon by the client in which CMS is clearly identified not to be the lead formal support system to maintain the case.
 - E. A plan ensuring clients are provided an initial orientation and annual reminder of their Rights and Responsibilities for each contract year.
 - (1) For new clients, the orientation will take place upon assessment by the assigned ADC staff.
 - (2) Each client's acknowledgement of their initial orientation and annual reminder of their Rights and Responsibilities shall be documented and maintained in each client's ADC file maintained by the program.
 - (3) Ensure the Rights and Responsibilities are clearly printed with the client or the authorized representative signing off on the document as well as the assigned ADC staff. Ensure this document is dated and is updated annually after the initial orientation is completed.

13. Office/Facility. Ensure the following:
- A. The ADC Program Administration Office Hours. Ensure office hours are provided from 8:00 a.m. to 5:00 p.m. Monday through Friday, except on Federal and local holidays.
 - B. Facilities/Center Hours. The Adult Day Care (ADC) Centers' hours of operation shall be provided from 7:00 a.m. to 6:00 p.m. Monday through Friday, except on Federal and local holidays. MCOG is required to ensure the hours of operations at the Centers are maintained except in cases of emergency or upon notification from the DPHSS/DSC. Additional hours of operation in support of this program are encouraged, including evenings and weekends, however, not to exceed ten (10) hours in each 24 hour day.
 - C. There are three (3) designated ADC Centers to be operated as follows:
 - (1) Adult Day Care – North specific to Dementia Care is located at 220 Chalan Despaciú Street, Wusstig Road, Dededo, Guam. The ADC-North, Dementia Care facility is to serve approximately 52 clients at any given time of the day.
 - (2) Adult Day Care – Central is located at 108 East Coronoso St., Dededo, Guam. The ADC-Central is to serve approximately 42 clients at any given time of the day (villages considered central region for this purpose consists of Agana Heights, Asan, Barrigada, Chalan Pago-Ordot, Hagåtña, Maina, Mangilao, Mongmong-Toto-Maite, Piti, Sinajana and Yona).
 - (3) Adult Day Care – South is located at 193 As-Abman Drive, Inarajan, Guam. The ADC-South facility is to serve approximately 25 clients at any given time of the day (villages considered southern region for this purpose consists of Agat, Inarajan, Malojoj, Merizo, Santa Rita, Talofofo and Umatac).
 - D. Ensure this program prominently displays a sign outside of the facility approved by the DPHSS/DSC identifying the program's name, the MCOG administering this program, DPHSS/DSC as the funding source of the program, hours of operation, and office telephone number(s), as appropriate.
 - E. Ensure office and facilities complies with the Americans with Disabilities Act Amendments Act (ADAAA) requirements.
 - F. Ensure this program prominently displays current Sanitary Permit issued by the Division of Environmental Health, DPHSS for each facility, which shall be the responsibility of the program to obtain.
 - G. Ensure compliance with Title 21 GCA §68103 regarding the display of religious symbols within all Centers and shall comply with 24 CFR 570.200 for Centers funded by the Community Development Block Grant (CDBG) program.
 - H. Ensure facilities comply with all Federal and local laws governing health and safety standards and meet requirements of the Americans with Disabilities Act (ADA), Uniform Fire Code (P.L. 22-82), Clean Indoor Air Act of 1992 (P.L. 21-139) and Environmental Health and Sanitation Permit Requirements for Institutional Facilities (Title 10 GCA, Part 1, Chapters 21 and 25) and the Administrative Rules and Regulations for Day Care Centers for the Elderly and Disabled Adults (26 GAR, Chapter 9, Article 2).
 - (1) ADC Program is required to have the following items at all facilities:

- (a) A fully equipped standard First Aid Kit located in an accessible area;
 - (b) Fire Extinguishers (Type ABC), at a minimum, placed at one (1) entrance of the Center(s), at the entrance of all kitchen areas and near all indoor areas where combustible materials are stored.
 - 1) Fire Extinguishers shall be inspected monthly by a Safety Officer or a designee of the organization and shall be kept charged at all times.
 - 2) Fire extinguisher tags shall be replaced annually upon servicing of the extinguisher by a certified person/company or upon any damage to the unit or tag.
 - (c) Operational smoke detectors installed throughout the Centers, particularly in the kitchen, main gathering area, and in areas where combustible materials are stored.
- (2) Storage areas containing combustible materials shall be clean, organized and properly secured.
- (a) Hazardous chemicals, such as rodent poisons, and flammables shall be stored separately from food items.
 - (b) Storage of combustible materials shall be limited to articles essential to the operation of the program.
- I. The ADC Program is required to provide at each facility, at a minimum, the following:
- (1) Chilled, distilled drinking water throughout the day;
 - (2) Comfortable temperatures within the facilities;
 - (3) Clean and sanitized restroom and shower/bathing facilities for clients supplied at all times with soap, toilet tissue and paper hand towels;
 - (4) Regularly scheduled interior and exterior maintenance and housekeeping activities to ensure a clean, safe and accessible environment;
 - (5) Proper means for the daily disposal of refuse;
 - (6) Adequate furnishings for clients to use for recreational and dining activities;
 - (7) Sufficient space and furniture for simultaneous activities;
 - (8) Rest area separate or enclosed from the main activity area with a sufficient number of beds covered with clean linen; and
 - (9) Adequate area for outside activities with proper supervision.
- J. Suggestion Box. Ensure all program facilities, inclusive of island-wide events, have a Suggestion Box visibly located and accessible to clients and the general public to provide them an opportunity to express their thoughts on program services. At a minimum, the MCOG Executive Director or ADC Program Coordinator III shall address each suggestion on monthly basis and provide feedback through a newsletter or open letter listing the suggestion received and the action taken, proposed action to be taken and the individual or organization responsible to address or respond to the suggestion presented. The MCOG Executive Director or ADC Program Coordinator III shall present all suggestions received from clients and the action taken to the Program's Advisory Council for their review and disposition.
14. Type of Services. Adult Day Care (ADC) Services Program includes personal care for dependent elders in a supervised, protective, and congregate setting during some portion of a day. Services offered in conjunction with adult day care/adult day care health typically include social and recreational activities, training, counseling, and services such as rehabilitation, medications assistance and home health aide services for adult day care health.

15. **Provision of Services.** Adult Day Care (ADC) services is the provision of individualized personal care for dependent adults in a supervised, protective, congregate setting under the supervision of trained personnel (Customer Service Supervisors and Homemakers). ADC services are required to provide opportunities for social/psychological stimulation to prevent mental deterioration and social isolation and typically include social and recreational activities, training, meals and services such as rehabilitation and medication assistance.
 - A. ADC Program is required to provide services in accordance with the Individualized Care Plan (ICP) authorized by the CMS Program.
 - B. Services provided are required to allow for both regular attendance of clients of not more than 10 hours per day, and shall allow and promote attendance at shorter intervals to provide intermittent periods of respite for the clients' families/caregivers.
 - C. ADC Program is designed to meet the needs of functionally impaired adults. The Program shall be comprehensive and structured in such a way that will provide a variety of health, social and related support services (i.e., cultural, educational and recreational) to the clients.
 - D. ADC Program is required to ensure all clients diagnosed and certified by a physician to have dementia will receive Adult Day Care (ADC) Center Program services at the Dementia Care Center/ADC-North, as practicable.
 - E. ADC Program is required to provide a categorical listing with an accompanying narrative documenting additional, unresolved or unmet needs identified by the ADC Homemaker(s) and other program personnel, and reviewed, maintained and submitted monthly by the ADC Program Coordinator to the CMS Social Services Supervisor and the DPHSS/DSC in the Monthly Program Summary.
16. **Medications and Medical Care:**
 - A. Ensure program personnel shall never administer medication prescribed to a client, unless licensed to do so.
 - B. Medications shall be stored in a safe and secured area, temperature controlled as needed, and shall be accessible only by program personnel responsible for either the administration of medications to clients or the supervision of clients able to self-medicate.
 - C. When a client becomes ill or injured while at the Center, program personnel shall immediately notify the client's family/caregiver or legal representative.
 - D. Where symptoms of communicable disease are evident, the client shall be isolated pending medical clearance. Clients shall not resume attendance at the Center until medical clearance is received.
 - E. The ADC Community Health Nurse shall document and update information regarding clients' medications, illnesses, and medical care in the clients' files and forward a copy to the CMS Social Service Supervisor for disposition.
17. **Center Services and Activities.** Ensure the following services and activities, at a minimum, are provided and coordinated to meet the needs of clients:

- A. **Personal Care Services.** Personal assistance, stand-by assistance, supervision or cues for persons having the inability to perform two or more of the following Activities of Daily Living (ADL): eating, dressing, bathing, toileting, transferring in and out of bed/chair or walking.
- (1) Clients shall be bathed immediately when they soil themselves and will not leave for home in soiled clothes.
 - (2) Families shall provide extra clothing and adult protective undergarments if they are used by the client.
- B. **Activities.** The Adult Day Care (ADC) Program shall make available therapeutic, social, educational and recreational activities to stimulate clients' physical and mental well-being that are planned and scheduled so that all clients can participate in activities best suited for their individual capabilities and talents. Withdrawn or passive clients shall be encouraged to participate in activities and to develop self-help skills. At a minimum, activities shall include:
- (1) Health and nutrition education presentations and counseling incorporated into the program;
 - (2) A light exercise program as a daily activity;
 - (3) Rest periods in the morning and afternoon;
 - (4) Outings to points of interest are encouraged;
 - (5) Opportunities for arts and crafts;
 - (6) Development of hobbies;
 - (7) Leisure activities, i.e., reading, television viewing, music, etc.; and
 - (8) Memory-enhancement activities.
- C. **Elderly Nutrition Program (ENP).** The ENP vendor as contracted by DPHSS/ DSC shall provide Nutrition Services to eligible clients at the Adult Day Care (ADC) Centers which serve as designated congregate sites.
- (1) **Meal Service Hours.** The ENP provides delivery of congregate meals to the Centers no earlier than 11:00 a.m. and no later than 12:30 p.m., Monday through Friday, except on the ten (10) identified holidays in compliance with the Health and Welfare benefits as provided by the U.S. Department of Labor provision for Guam. In the event meals are not delivered in the prescribed time frame, the ADC Customer Service Supervisor is required to contact the ENP vendor as to the status of the meal delivery; however, meals shall not be delivered or accepted after 2:30 p.m.
 - (2) **Monthly Meal Menu.** Approved Monthly Meal Menus shall be distributed by the ENP vendor to the ADC Program, and shall be posted within the Centers. Any changes to the menu shall be communicated by the ENP vendor to the ADC Customer Service Supervisor no later than the day prior to the change.
 - (3) Meals not requiring documentation include regular, mechanical, chopped and pureed/blenderized meals.
 - (4) **Requests for Special Meals.** The ENP vendor shall provide special meals, where feasible, reasonable and appropriate, to meet the particular dietary needs arising from the health or religious requirements of eligible clients; however, special meals do not include liquid supplement. The ADC Program Coordinator is required to coordinate with the CMS Social Services Supervisor who then shall coordinate with the ENP vendor for the provision of special meals which shall be supported in the following manner:
 - (a) A senior requesting a special meal for health related reasons shall provide a signed statement from their physician or licensed nutritionist stating the

- medical necessity for special meals and the types of foods the clients can or cannot consume.
- (b) A senior requesting a special meal for religious reasons shall provide a signed statement from their priest, rabbi, pastor, etc. attesting to the dietary requirements of their faith that meet the 33 and 1/3 percent Recommended Dietary Allowance (RDA).
 - (c) Vegetarian meals shall meet the most current RDA, the nutritional needs of the senior client, shall be based on careful diet planning by a registered dietitian or nutritionist based on food servings delineated in the Food Guide Pyramid and shall be approved by a physician.
 - (d) The CMS Program shall provide the ADC Program with copies of supporting documentation for each special meal request which the ADC Program shall maintain in the Client's file. Special meals shall not be provided without proper documentation.
 - (e) In the event documentation is received from the client, the client's family/caregiver or legal representative, the ADC Customer Service Supervisor shall maintain a copy in the client's file, and a copy shall be forwarded to the ENP vendor and the original forwarded to the CMS Program.
- (5) Delivery of Meals.
- (a) Upon arrival at the ADC Centers, the ENP delivery personnel and the ADC Customer Service Supervisor or designee is required to verify the number of meals delivered and both shall sign the meal form.
 - (b) The ADC Customer Service Supervisor or designee is required to report immediately to the ENP delivery personnel any missing item, spoiled, or incomplete portion of the meals delivered, for immediate replacement, if possible. The ADC Customer Service Supervisor or designee is required to report the matter to the ENP vendor and DPHSS/DSC, on the same day.
 - (c) Meal Orders and Adjustments. The ADC Program is required to ensure meals are ordered with the ENP vendor for the number of eligible clients. Meal orders shall be communicated to the ENP vendor by 1:00 p.m. for the next service day. Failure of clients to notify the ADC Customer Service Supervisor or designee of their daily attendance may not guarantee receipt of a congregate meal for the next service day. Reasonable adjustments to the meal orders due to an increase or decrease of eligible clients shall be coordinated between the ADC Customer Service Supervisor or designee and the ENP vendor no later than 9:30 a.m. on the scheduled day of meal service delivery.
 - (d) Special Activities and Functions. Special activities and functions requiring meal accommodations are to be requested in writing between the ADC Program and the ENP vendor within ten (10) working days prior to the activity or function. The ENP vendor shall indicate on the written request if the meal accommodations can be met or their recommended action, as follows:
 - 1) Relocation of Meals Delivery. Requests for the delivery of meals to locations other than to the respective ADC Centers shall be coordinated between the ADC Customer Service Supervisor or designee and the ENP vendor. The ADC Customer Service Supervisor or designee shall notify the ENP vendor of the actual number of eligible clients attending the special activity or function and those remaining at the Centers. The ADC Customer Service Supervisor or designee shall submit a copy of the request to the DPHSS/DSC, two (2) working days in advance of the activity or function.

- 2) **Menu Changes.** Requests for menu changes shall be submitted by the ADC Customer Service Supervisor or designee in writing to the ENP vendor.
 - 3) **Bulk Serving.** Requests for bulk serving having no menu changes shall be coordinated between the ADC Customer Service Supervisor or designee and the ENP vendor. The ADC Customer Service Supervisor or designee shall submit a copy of the request to the DPHSS/DSC, two (2) working days in advance of the activity or function.
 - 4) **Other Accommodations.** In cases where special activities and functions do not require the delivery of meals because other arrangements have been made, ADC Customer Service Supervisor or designee shall inform the DPHSS/DSC and the ENP vendor in writing stating the nature of the arrangements for meals and that the meals are in compliance with the 33 and 1/3 Recommended Dietary Allowance (RDA).
- (6) **Temporary Meals Provision.** ADC Customer Service Supervisor is required to refer ADC clients to the CMS Program who are ill or injured for a period longer than three (3) service days and are unable to attend the Center to determine eligibility for the *temporary* provision of Home-Delivered Meals.
 - (7) **Consumption and Disposal.** Meals provided under the ENP shall be consumed at the congregate site and not taken out for any purpose. Meals not consumed shall be properly disposed of no later than 2:30 p.m. each day. Exceptions shall be for fresh fruits served in its original natural form (i.e. orange, not sliced nor peeled) may be properly stored in the Adult Day Care (ADC) facilities for serving the next day.
 - (8) The monthly total of meals ordered, and meals not consumed and disposed of shall be reported for each ADC Center in the Monthly Statistical Report (MSR).
 - (9) **Meal Complaints.** ADC Customer Service Supervisors are required to immediately report complaints regarding meals to ENP vendor and the DPHSS/DSC Program Coordinator assigned to oversee this program, as follows:
 - (a) Meals not delivered within the designated delivery times.
 - (b) Meals that exclude certain items or do not meet specified portions.
 - (c) Meals appearing disarrayed, spoiled, contaminated or otherwise undrinkable or inedible.
 - 1) ADC Customer Service Supervisor is required to immediately secure and refrigerate the meal(s) in question to preserve the integrity of its condition and deliver the meal(s) determined to be disarrayed, spoiled or contaminated to the DPHSS/DSC Program Coordinator assigned within two (2) hours. Meals shall be properly labeled with the name of the ADC Center, date of meal delivery and be properly stored upon delivery to the DPHSS/DSC.
 - 2) ADC Customer Service Supervisor is required to report any meal determined disarrayed, spoiled, contaminated or otherwise undrinkable or inedible to include disposition and resolution, if applicable, in the Complaints, Problems and Concerns and Proposed Solutions section of the Monthly Program Reports submitted to the DPHSS/DSC. In addition an Incident Report is required to be submitted by the ADC Program to the ENP vendor, CMS and DPHSS/DSC no later than one (1) working day after incident.

- (d) ADC Program Coordinator is required to notify the DPHSS/DSC when complaints cannot be readily resolved with the ENP vendor with a Correction Action undertaken.
- D. **Transportation Services.** For events that require transportation services not covered by the Government's contract with the Transportation Services Program (TSP) vendor, the ADC Program may arrange payment for alternate transportation using Program Income, out-of-pocket resources, or through other financial sources, as agreed upon by clients, clients' family/caregiver or legal representative.
- E. **Monitoring and Evaluation of Clients.** Utilize adopted Standard Operating Procedures for the monitoring and evaluation of clients' physical, mental and social conditions. The evaluation tool used are required to be included as part of these procedures.
- (1) An initial evaluation shall be conducted of all new admissions into the program.
 - (2) Regular monthly evaluations shall be conducted of all clients to monitor their physical, mental and social progression or regression.
 - (3) Changes in clients' conditions requiring adjustments to their Individualized Care Plans (ICPs), inclusive of changes to Activities of Daily Living (ADL) and Instrumental Activities of Daily Living (IADL) i.e., preparing meals, shopping for personal items, medication management, managing money, using telephone, doing heavy housework, doing light housework, and transportation ability (transportation ability refers to the individual's ability to make use of available transportation without assistance), shall be coordinated with the Case Management Services (CMS) Program.
- F. **Discharge of Clients.** Ensure collaboration with the CMS Program for the discharge of clients from the ADC Program and shall include as part of the Monthly Statistical Report (MSR) and Monthly Program Summary (MPS) submitted to the DPHSS/DSC due to:
- (1) Inactive Status – no services rendered for 30 days or more.
 - (2) Inappropriate or Alternate Placements – clients receiving other care arrangements, i.e., long-term care (i.e., St. Dominic's Senior Care Home), home care, or transitioned into other senior programs (i.e., residential programs).
 - (3) Relocation.
 - (4) Termination – by death.
- G. **Clients Returning to Active Status.** Ensure clients returning to active status shall be activated and coordinated with the CMS Program prior to program services being rendered and reported in the Monthly Statistical Report. If client is returning after hospitalization, a Physician's Certification shall be required to reinstate services indicating client is free from any communicable disease and is fit to return to the ADC Center.
18. **Calendar of Activities.** Publish and disseminate Monthly Calendar of Activities listing all Center activities and functions. Meetings involving Center clients shall be posted in the Calendar of Activities and shall include the date, time and location of the meetings. A copy of the Monthly Calendar of Activities shall be submitted to the DPHSS/DSC with the preceding Monthly Program Report (MPR) e.g. the February Monthly Calendar of Activities will be submitted with the January MPR.
19. **Elderly Nutrition Program (ENP) Council.** Ensure clients from the Adult Day Care (ADC) Centers are empowered to suggest, develop and implement activities through elected councils.

- A. Adult Day Care (ADC) Center shall elect one (1) client to serve as their Center's representative to the Elderly Nutrition Program (ENP) Council in accordance with the established ENP Council By-Laws.
 - B. Adult Day Care (ADC) Center Dementia specific shall identify a program personnel member to represent the center clients in the ENP Council in accordance with the established ENP Council By-Laws.
 - C. The ENP Council shall discuss topics regarding the previous month and next month menus, concerns and suggestions for improved services and special activities and functions.
20. Files, Records Maintenance, Access and Confidentiality. ADC Program is required to ensure all client and program personnel files and records pertaining to the program, programmatic and financial, are accurate, complete and professionally maintained and made accessible to the DPHSS, DSC and its authorized representatives and are subject to audit, monitoring, and evaluation.
- A. Ensure information obtained directly or indirectly from the client be kept confidential and not released in a form that identifies the client without the informed consent of the client, or of his or her legal representative, unless the disclosure is required by court order, or for program monitoring by authorized Federal, State or local monitoring agencies (Ref. 45 CFR 1321.51). [Privacy Rule Standards for Privacy of Individually Identifiable Health Information, Ref. 45 CFR Part 160 and Subparts A and E of Part 164].
 - B. Ensure all client files remain confidential. Maintain and update individual client files in its respective ADC center. Ensure each individualized client file is contained in a firm pressboard folder and filed in chronological order by subject matter. Each client file shall have a typewritten label with the client's last name, first name and middle name, i.e. Doe, John Guam. Client files shall be retained for a period of three (3) years and shall include the client's initial referral from the CMS for services. Files shall include evidence of the following:
 - (1) Intake, Profile and Referral (IPR) Form and subsequent updates;
 - (2) Individualized Care Plan (ICP):
 - (a) Periodic Reassessments;
 - (b) Documentation of Medication Requirements;
 - (c) Documentation Certifying Special Meal Requirements, as applicable;
 - (d) Physician's Certification of Eligibility or Medical Clearances, as applicable;
 - and
 - (e) Client's Evaluation Reports with applicable recommendations.
 - (3) Copy of Power of Attorney, or a document of equal weight legally authorizing a person to sign on behalf of the older individual;
 - (4) Copy of Acknowledgement of Prioritization of Services (POS) Advisement;
 - (5) Authorization to receive Title III Aging Program services, as applicable;
 - (6) Acknowledgement of Client's Rights and Responsibilities;
 - (7) Copy of Health Clearance, renewed as applicable;
 - (8) Determine Your Nutritional Health (DYNH) assessment checklist and updates;
 - (9) Documentation of medication dispensed;
 - (10) Client's Progress Notes with applicable recommendations to the Case Management Services (CMS) Program;
 - (11) Copy of summary reports for clients who become inactive or are discharged for cause or terminated from program, as applicable;

- (12) Documentation of counseling provided or meetings held regarding the client, as applicable;
- (13) Reports of accidents and incidents involving client, actions taken and resolution of each accident and incident, as applicable; and
- (14) Other documents as deemed necessary by the DPHSS/DSC.

21. **Prioritization of Services.** Guam State Office on Aging (SOA) recognizes the unique situation in which the demand for services may outweigh the available resources; therefore, the following scale serves as a guideline to prioritize the provision of services to those in greatest social economic need, as necessary and directed by the Guam SOA. When the Service Provider receives notification from the Guam SOA to activate the application of the Prioritization of Services Point System, the entire list of eligible clients shall be ranked. The entire list is defined as all who are receiving services, those on partial services or wait-list, as well as new referrals.

The scale will be based on a Point System in three (3) focal areas, the older individual's or in the case of the NFCSP, it would be the Care Recipient: (1) mobility, (2) degree of existing support system, and (3) housing condition, with the greatest priority given to older individuals in descending order, with nine (9) being the highest possible points garnered translating to the older individual in greatest social economic need.

Point System	Mobility	Support System	Housing Condition
1	Cane or Walker	Support available; but not living in same household	Full concrete structure
2	Wheelchair users	Minimal support; but not regularly available	Semi-concrete structure
3	Homebound and bedridden	No support system in place	Tin and wood structure

Based on the need to activate this provision, the number of persons to be served will be determined by the existing conditions at the time of implementation. In the event that the number of available slots is not sufficient to provide services to the number of persons determined to be at-risk and in need of services, the number of Activities of Daily Living (ADL) impairments will be applied to this distinct group as an additional determining factor for services.

Impairment in ADL – The inability to perform one or more of the following six activities of daily living without personal assistance, stand-by assistance, supervision or cues: <i>eating, dressing, bathing, toileting, transferring in and out of bed/chair, and walking.</i>	
Point System	1 point will be added to clients with 1-2 ADL impairments.
	2 points will be added to clients with 3-4 ADL impairments.
	3 points will be added to clients with 5-6 ADL impairments.

Another determining factor in the Point System may include whether the older individual is responsible for the care of a dependent. Clients will be given an additional one (1) point if they are also caregivers. Application of a scale of similar or like form is permissible provided prior authorization is granted by the Guam SOA.

After applying the Prioritization of Services and the demand for services still outweigh the available resources, the Service Provider or Vendor shall advise the Guam SOA who will provide additional guidance and direction to the Service Provider or Vendor as to other variables and/or conditions to assess

to reduce the demand to meet the available resources. At the time of the initial assessment, clients, to include their caregivers, will be informed that if the Prioritization of Services is implemented and the client is not determined to be in greatest social and economic need, they would be temporarily removed from the program until such time a slot opens up and after all clients have been re-prioritized that they are determined to be next qualified client to be reinstated into the program.

22. Ensure all monthly fiscal program reporting requirements are prepared and submitted utilizing the Microsoft Office Excel software unless otherwise approved by the DPHSS/DSC. Comply with all Title III-B Supportive Services reporting requirements. Provide the DPHSS/DSC in a timely manner, with complete and accurate financial, statistical and other informational reports as required to meet its planning, coordination, evaluation and reporting requirements (Ref. 45 CFR 1321.65 and 45 CFR 92.12).
- A. **Monthly Program Reports.** Service Provider is required to ensure all fiscal and statistical program reporting requirements be prepared utilizing the Microsoft Office Excel software unless otherwise agreed upon and approved by the DPHSS, DSC. The early submission of reports shall not guarantee immediate review and processing of the Monthly Program Reports. Monthly Program Reports shall be complete, accurate, and received by the DPHSS, DSC in the format provided *and are required to include:*
- (1) Transmittal Page
 - (2) Expenditures Report by Object Class and Sub-Categories
 - (a) Line item expenditures will be charged and listed for each month
 - (3) Program Income Report (reported by ADC Center) to include:
 - (a) Service Contributions (Donations and Gifts)
 - (b) Grant Opportunities
 - (c) In-Kind Contributions
 - (4) Program Income Expenditures Report by Object Class and Sub-Categories (reported by ADC Center)
 - (5) Monthly Statistical Report (reported by ADC Center) to include:
 - (a) Client Count
 - (b) Clients' Ethnicity
 - (c) Clients' Citizenship
 - (d) Clients' Activity
 - 1) Waiting List
 - 2) Partial Services List
 - (e) Units of Service
 - (f) Volunteer(s)
 - (g) Client Program Specific Profile
 - 1) Number of Clients Utilizing Wheelchair
 - 2) Number of Clients Utilizing Cane/Crutches/Walker
 - 3) Number of Dementia Clients
 - (h) Discharge of Clients
 - 1) Inactive Status – no services rendered for 30 days or more
 - 2) Inappropriate or Alternate Placements
 - 3) Relocation
 - 4) Termination by Death
 - (i) National Aging Program Information System (NAPIS) Clients Profile

- (6) **Monthly Program Summary.** Each ADC Center shall provide a narrative report that includes the following:
- (a) **New Activities**
 - 1) Workshops, Conferences, Presentations and Training attended by program personnel, volunteers and student interns (include names of program personnel, volunteers and student interns, dates, titles, presenters and locations)
 - 2) Suggestions from Clients (Surveys/Suggestion Box)
 - (b) **Program Personnel Accomplishments.** Provide a narrative highlighting the results achieved by program personnel, volunteers and student interns:
 - 1) Workshops, Conferences, Presentations and Training facilitated by this program to increase program awareness (include dates, titles, presenters and locations)
 - 2) Grants applied for or awarded to this program
 - (c) **Program Accomplishments.** Provide a narrative and quantitative information highlighting the results achieved by the program
 - (d) **Partial Services List (response required)** to include the estimated cost to address
 - (e) **Waiting List (response required)** to include the estimated cost to address
 - (f) **Terminated Cases**
 - (g) **Categorical Listing of Unmet Needs (response required)**
 - (h) **Complaints, Problems and Concerns and Proposed Solutions:**
 - 1) From Clients/Families (to include services provided)
 - 2) From Program Personnel (to include Services Provided)
 - 3) Regarding Services Provided
 - 4) Regarding Center Activities
 - 5) Regarding Facilities and Equipment
 - (i) **Plans for Next Month:**
 - 1) Program Personnel and Volunteers Training Plan
 - 2) Program and Management Plan
 - a) Identify changes in administrative policies and/or procedures to improve program operations
 - b) Presentation and Outreach Plan
 - 3) Advisory Council Meetings (response required)
 - 4) Multi-Disciplinary Team (MDT) Meetings (response required)
 - 5) Program Personnel Meetings (response required)
 - 6) Center Activities Plan: Provide Proposed Calendar of Activities for the following reporting month (response required)
- (7) **Active Client Listing.** Current year-to-date list of clients in alphabetical order containing the following information (Client Listings shall be provided by ADC Center):
- (a) Name of Client
 - (b) Date of Birth
 - (c) Gender

- (d) Ethnicity (NAPIS category)
 - (e) Race (i.e., Chamorro, Filipino, Korean, etc.)
 - (f) Citizenship
 - (g) Telephone Number
 - (h) Home Address
 - (i) Center Attending
 - (j) Current Status (New, Active, Inactive or Terminated)
 - (k) Client Demographics
 - 1) Number of Impairment in Activities of Daily Living (ADL)
 - 2) Number of Impairment in Instrumental of Daily Living (IADL)
 - 3) Marital Status
 - 4) Lives Alone
 - 5) Poverty Status
 - 6) Nutritional Assessment Risk Score
 - (l) Name of caregiver and/or legal representative and contact number(s)
 - (m) Service Tracking (by month and year-to-date),
 - 1) Elderly Nutrition Congregate and/or Home-Delivered Meals Component
 - 2) Information and Assistance
 - 3) Public Education
 - 4) Nutrition Counseling
 - 5) Nutrition Education
 - 6) Legal Assistance Services
 - 7) Assisted Transportation
- (8) Terminated Client Listing. Current year-to-date list of clients in alphabetical order containing the following information (Client Listings shall be provided by ADC Center):
- (a) Name of Client
 - (b) Date of Birth
 - (c) Date of Termination
 - (d) Reason for termination, i.e. Death, Moved Away, etc.
- (9) Required to submit Monthly Program Reports.
- (a) Within 10 Days. The Monthly Program Reports are due no later than 3:00 p.m. ten (10) working days after the end of each reporting month, with the exception of the end of the Fiscal Year (September) or end of contract (expiration, termination, or cancellation) reports.
 - (b) Within 5 Days. The end of Fiscal Year (September) or end of contract (expiration, termination, or cancellation) reports are due, no later than 3:00 p.m. five (5) working days at the end of the month being reported on, or the date the contract ends. In the event the contract ends during a month, it is five (5) working days, from the date the contract ends, i.e. pro-rata.

Timely submission of Monthly Program Reports is required because DPHSS has reporting requirements it needs to meet as well.

- (10) **Financial Statement Report.** The MCOG shall include a Financial Statement Report generated from an automated Accounting System. The Financial Statement Report shall include all revenues, expenditures, accounts receivables, and accounts payable, and changes in fund balance for individual accounts maintained for this Program, as practicable.
- B. **Submission of End of Fiscal Year (September) and/or End of Contract (expiration, termination, or cancellation) Program Reports.** The end of Fiscal Year (September) and/or end of contract (expiration, termination, or cancellation) reports in addition to the other Monthly Program Report information, will contain the following:
- (1) **Non-Expendable Property Inventory Listing.** The MCOG shall include the Non-Expendable Property Inventory Listing certified by its certifying officer or designee to include:
- (a) Date of Purchase, Lease or Donation;
 - (b) Item Description;
 - (c) Make/Model;
 - (d) Serial Number;
 - (e) Unit Cost;
 - (f) Indicate whether purchased, leased, or donated
 - (g) Indicate whether purchased or leased with Program Funds or Program Income;
 - (h) Physical Location of Item/Object;
 - (i) Condition of Item/Object; and
 - (j) Percentage of Program Usage of Item/Object.
- (2) **Listing of bank accounts, including checking and savings, of funds from this program including information of activities, from which the funds were generated, authorized signatures and current balances, as applicable.**
- C. **Non-Expendable Property Under \$5,000.00 in Value:**
- (1) **Service Provider is required to maintain an Equipment Logbook for this Program listing all non-expendable equipment under Five Thousand Dollars (\$5,000.00) purchased through program funds, including furniture, appliances, and its current condition. Any equipment removed from this program shall be recorded in the logbook stating the date, reason and person removing the equipment.**
 - (2) **Service Provider is required to physically inventory the property at least once every year, adequately safeguard all such property and ensure it is used solely for authorized purposes. Any personal use of the property by members of the ADC Program are not permitted.**
 - (3) **All equipment within this program shall be kept in good condition and be properly secured when not utilized. Equipment not being used is required to be removed and surveyed back to the DPHSS, DSC and/or the General Services Agency (GSA) for their final disposition.**
 - (4) **All broken, yet still usable equipment shall be assessed for repairs, and if possible, is required to be repaired and immediately returned to this program.**

Any equipment deemed irreparable is required to be documented on the inventory, listing the date and method of disposal.

- (5) A copy of the inventory for this program is required to be maintained in the central office and is subject to review by the DPHSS, DSC.

D. Reporting of Non-Expendable Property \$5,000.00 or Greater in Value:

- (1) Service Provider is required to maintain a Non-Expendable Property Inventory Listing that is required to be submitted yearly to the DPHSS, DSC. The Non-Expendable Property Inventory Listing shall include all property Five Thousand Dollars (\$5,000.00) or greater in value acquired as a result of providing services under this program. All newly acquired property during the current contract period is to be added to the listing.
- (2) Service Provider is required to physically inventory the property at least once every year, adequately safeguard all such property and ensure that it is used solely for authorized purposes. Any personal use of the property by the ADC Program is not permitted.
- (3) Service Provider is required, upon purchase or lease of Non-Expendable Property, to provide the DPHSS, DSC a copy of all invoices or lease agreements, or other contractual agreement partially or fully paid with funds received under the Agreement. The copy is to be attached to the monthly Expenditures Report and is only for non-expendable property with a unit cost of Five Thousand Dollars (\$5,000.00) or greater. Service Provider is required to report the capital equipment in the Non-Expendable Property Inventory Listing.
- (4) Ownership of Leased Non-Expendable Property. In cases where ownership of previously leased non-expendable property exceeding Five Thousand Dollars (\$5,000.00) is conveyed to the ADC Program for specific use of this Program, through purchase, gift or other means, the equipment becomes the property of the DPHSS, DSC. Service Provider is required to report the capital equipment in the Non-Expendable Property Inventory Listing.
- (5) Disposal of Non-Expendable Property. Any equipment purchased or acquired through funds under the Agreement exceeding Five Thousand Dollars (\$5,000.00) in value shall be accounted for and disposed of in the following manner:
 - (a) Submit a Request for Property Survey listing all Non-Expendable Property that is usable but no longer needed, unusable but repairable or is beyond repair to the DPHSS, DSC.
 - (b) A recommendation for disposition of the property shall be provided by the DPHSS, DSC and forwarded to the ADC Program. The equipment is to be removed from the Non-Expendable Property Inventory Listing only after disposition has been (1) approved and (2) physically removed from the Service Provider's premises to the designated location identified by the DPHSS, DSC.

23. **PROGRAM MONIES.** Service Provider is required to establish as part of their SOP, written procedures that safeguard and account for all contributions, donations, and fundraising activities in support of the program. All funds generated, received and expended are required to be reported on the Monthly Program Report submitted to the DPHSS, DSC.
- A. **Service Contributions.** Service Provider is required to provide each eligible client with an opportunity to voluntarily contribute to the cost of the program, a service contribution is defined in 45 CFR Part 1321.67 (Service Contribution). Service Provider is required, in keeping with 45 CFR Part 1321.67, to clearly inform each eligible client that there is no obligation to contribute and that the contribution is purely voluntary; protect the privacy and confidentiality of each eligible client with respect to the client's contribution or lack of contribution; and use all collected contributions to expand the service for which the contributions were given. No eligible client shall be denied a service because the eligible client will not or cannot contribute to the cost of the service. This information shall be reported in the Program Income and Program Income Expenditure Reports submitted to the DPHSS, DSC.
- B. **Program Income.** *Program Income* means gross income received by the grantee or sub-grantee directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. "During the grant period" is the time between the effective date of the award and the ending date of the award reflected in the final financial report. Service Provider is required to refer to OMB Circular A-87 and 45 CFR Part 92.25 and 45 CFR Part 1321.67. The Service Provider shall safeguard Program Income generated in support of this program, accounting for all funds in keeping with OMB Circular A-87 and 45 CFR Part 92.25 and 45 CFR Part 1321.67. This information shall be reported in the Program Income and Program Income Expenditure Reports submitted to the DPHSS, DSC.
- C. **Grant Opportunities.** Service Provider is encouraged to apply for grants (Federal, local, foundation based, etc.) to enhance and/or expand the program. Notice of applications for grants and awards thereof are required to be reported to the DPHSS, DSC upon the Service Provider being notified by the awarding entity. This information shall be reported in the Program Income and Program Income Expenditure Reports submitted to the DPHSS, DSC.
- D. **In-Kind Contributions.** Service Provider is required to document all in-kind contributions provided in support of this program. This information shall be reported in the Program Income Report submitted to the DPHSS, DSC.
- E. **Unexpended Program Monies.** Service Contributions and Program Income Funds are required to be expended within the current contract period of each fiscal year (Funds). Funds not expended within each fiscal year will be used to reduce the contractor's monthly invoiced amount. In the event this program contract is terminated, not renewed or expires, all unexpended Funds shall be due within five (5) working days, payable to the DPHSS, DSC or to the new provider, or to a named payee as directed by the DPHSS, DSC. In the event unexpended Funds is not forwarded, the MCOG's Work Request shall be reduced by DPHSS, DSC as an offset in an amount equal to the Funds not paid to the DPHSS, DSC or to the new Service Provider, as directed by DPHSS, DSC.
24. Ensure Standard Operating Procedures, including revisions, are approved by the DPHSS/DSC before implementation, are reviewed and understood by program staff and made available and accessible for Government review.
25. Ensure forms developed are approved by the DPHSS/DSC prior to implementation.

26. Ensure personnel funded through this MOU attend Title III Aging Programs and Title VII Elder Abuse Prevention and Ombudsman Orientation, the Aging Disability Resource Center (ADRC) Project or program database orientation presented and/or coordinated by DPHSS/DSC. This orientation requirement shall be completed within thirty (30) days of employment for new staff and for those staff identified by DPHSS/DSC as part of the transition of this Program, these employees are exempt from this requirement provided the employees attended this orientation within the current fiscal year. Further, ensure personnel participate in the *Aging and Disability Resource Center (ADRC)* activities and perform functions related to the utilization of the ADRC or designated database system to be used by this program.
27. The ADC Program Coordinator shall serve as the contact person of this Program to the DPHSS/DSC. The ADC Program Coordinator shall be knowledgeable of the provisions of the MCOG's MOU with the DPHSS/DSC and be provided copies of the MOU and the program budget.
28. There will be the option to authorize verbal approval of program changes, inclusive of changes to program budget, provided the written request is received within 24 hours, unless otherwise agreed upon. This provision is intended to meet urgent requests due to unanticipated factors that would promote greater program service that if not authorized may jeopardize the proper administration and/or opportunity of this Program to maximize its services to our community. Absent the proper documentation to the request shall result in the MCOG not being able to charge the Program for the expense or any expense related thereto.
29. As applicable, provide an Independent Auditor's Report on Compliance and Internal Control over Compliance conducted in accordance with auditing standards generally accepted in the United States of America, Government Auditing Standards, the Single Audit Act of 1984 with Amendments of 1996, the Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments, and OMB Circular A-133 or A-87, as applicable, to evaluate the following program areas:
 - A. Effectiveness of the Management System in meeting program requirements;
 - B. Effectiveness of the surveys in determining consumer satisfaction;
 - C. Implementation of internal controls to ensure accountability of Program Income and Expenditures;
 - D. Compliance of applicable laws, rules and regulations; and
 - E. Qualifications, training and certification of staff.

This audit shall be completed and forwarded to the DPHSS/DSC, no later than March 31st proceeding September 30th of each agreement term, as applicable.
30. Provide an Independent Auditor's Report on the financial statements of the Program annually, and provide a copy to the DPHSS/DSC. This audit shall be conducted in accordance with the auditing standards generally accepted in the United States of America and Government Auditing Standards. For this purpose, the Audit of the Mayors' Council of Guam will be provided to DPHSS/DSC no later than March 31st proceeding September 30th of each agreement term, as applicable.
31. **Administrative Reporting Requirements:**
 - A. Funding Requirement. Funds received for this program shall be spent in support of this

program and not on Board activities.

- B. **Approved Budget.** Service Provider is required to ensure funds are expended in accordance with DPHSS, DSC approved budgetary breakdown by object category. Any changes to the approved budget shall be reviewed and approved by DPHSS, DSC. Any expense that deviates from the approved budget may be categorized an unauthorized expense and may be the responsibility of the contractor.
- C. **Requests for Program Response.** Service Provider is required to provide program responses, as requested by DPHSS, DSC within five (5) working days unless otherwise specified in the request. Additional inquiries to the information requested shall be submitted as specified by the DPHSS, DSC and includes but is not limited to information presented or omitted in the Monthly Program Report.
- D. **Management Personnel.** Service Provider is required to be knowledgeable of the provisions of this Agreement with the DPHSS, DSC and be provided copies of the MOU and the program budget. Service Provider is required to report the absence of the Executive or Program Director or other key personnel for more than three (3) consecutive days, the report shall be in writing to the DPHSS, DSC within two (2) working days prior to its effective date and the anticipated duration of the appointment. Service Provider is required to submit a list naming the person(s) authorized to act on their behalf and their position title(s), and a list of position titles the Service Provider acknowledges as key personnel of this Program. In the event of an emergency, the Service Provider is required to notify the DPHSS, DSC who will be in charge during their absence with written notice submitted by 10:00 a.m. the next working day.
- E. **Program Personnel Meetings.** Service Provider is required to ensure program personnel meetings are conducted quarterly to keep program personnel informed of changes in the program, and shall be open to the DPHSS, DSC. Service Provider is required to provide written notice of the meeting date, time, place, and agenda to the DPHSS, DSC within five (5) working days prior to the commencement of the meeting. Unless specifically requested earlier, copies of the meeting minutes shall be included in the Monthly Program Summary.
- F. **Activities of Program Personnel.** Service Provider is required to:
- (1) Ensure that its employees do not contribute or make available Older Americans Act funds, personnel or equipment to any political party or association or to the campaign of any candidate for public or party office; or for use in advocating or opposing any ballot measure, initiative, or referendum [Ref. 45 CFR 1321.71(h)(1)].
 - (2) Ensure the Service Provider or its employees do not identify the Title III Aging Program or the provider with any partisan or nonpartisan political activity, or with the campaign of any candidate for public or party office [Ref. 45 CFR 1321.71(h)(2)].
 - (3) Report in writing to the DPHSS, DSC within two (2) working days of learning of alleged acts of malfeasance, including embezzlement, by their employees which affects the program.
- G. **Complaints, Problems and Concerns.** Service Provider is required to address non-urgent complaints, problems and concerns of program clients and document their efforts in dealing with the matter which shall be reported in the Monthly Program Summary.

- (1) Service Provider is required to immediately notify DPHSS, DSC of any urgent complaints, problems, and concerns, with written communications submitted within four (4) hours to DPHSS, DSC.
 - (2) Service Provider is required to promptly investigate complaints, problems and concerns regarding staff's conduct and shall provide a written report to the DPHSS, DSC within three (3) working days of the date the complaint was made.
 - (3) Service Provider are required to report in writing to the DPHSS, DSC complaints, problems, and concerns they addressed for the reporting month and the status of each.
- H. Accidents and Incidents. Service Provider is required to ensure all accidents and incidents involving injury to individuals and/or damage to property (i.e., vehicle, facility, etc.) is reported to the DPHSS, DSC as soon as possible with written communication containing the facts submitted no later than the following work day of the accident or incident. An Incident Report and copy of reports, i.e., GPD, GFD, GMH, Mayor, etc., issued regarding the accident or incident shall be submitted to the DPHSS, DSC no later than the next working day following its receipt by the Service Provider.
- I. Volunteers and Student Interns. Volunteers and student interns are authorized and encouraged within Title III programs. Service Provider is required to train volunteers and student interns. The volunteers and student interns shall retain applicable licenses, and certifications to properly execute their assignments with the program while safeguarding the health and safety of the clients, and the integrity of the program (Ref. P.L. 25-38).
- (1) Liability Protection for Volunteers (Ref. P.L. 25-38, Chapter 16, Division 2, Title 7, Section 16103). Unless otherwise provided by law, no volunteer of a non-profit contractor or governmental entity shall be liable for harm caused by an act or omission of the volunteer on behalf of the Service Provider or entity if:
 - (a) the volunteer was acting within the scope of the volunteer's responsibilities in the non-profit contractor or governmental entity at the time of the act or omission;
 - (b) the appropriate or required volunteer was properly licensed, certified or authorized by the appropriate authorities for the activities or practice on Island, in which the harm occurred, where the activities were, or practice was undertaken, within the scope of the volunteer's responsibilities in the non-profit contractor or governmental entity;
 - (c) the harm was not caused by the willful or criminal misconduct, gross negligence, reckless misconduct, or a conscious, flagrant indifference to the rights or safety of the individual harmed by the volunteer; and
 - (d) the harm was not caused by the volunteer operating a motor vehicle, vessel, aircraft or other vehicle for which the operator or the owner of the vehicle, craft or vessel is required to:
 - 1) possess an operator's license; or
 - 2) maintain insurance.
 - (2) Service Provider is required to provide each volunteer and student intern a written job description listing their specific duties and responsibilities.
 - (3) Service Provider is required to maintain a log showing the names, dates and the

total number of hours worked by each volunteer and student intern, subject to review by the DPHSS, DSC. The total number of volunteer and intern hours worked shall be reported in the Monthly Statistical Reports.

- J. **Program Personnel, Volunteers and Student Interns Identification.** Service Provider is required to issue, within 30 days of award, each program personnel, volunteer, and student intern a photo identification card that shall be worn in clear view while on duty. The identification card shall include, at a minimum: the name of the contractor; name of program; name of program personnel, volunteer or student intern; and their work identification number.
- K. **Client Survey.** Service Provider is required to conduct a client survey to gauge clients' perceptions of services rendered by the ADC Program. At a minimum, the survey should identify unmet needs, provide corrective actions where applicable to the survey findings that merit such responses, and compare prior survey results with current findings to provide evaluative conclusions for planning and programming purposes. The survey results (report) are required to be completed and submitted to the DPHSS, DSC no later than July 31st preceding September 30th of each contract term.
- L. **Advisory Council Meetings.** Service Provider is required to establish and maintain an Advisory Council that meets quarterly to provide guidance to the Executive or Program Director on services and policies affecting the operation of this program. The meetings shall be open to the public. Written notice of the meeting date, time, place, and agenda shall be reported in the Monthly Program Summary. Unless specifically requested earlier, copies of the meeting minutes shall be included in the Monthly Program Summary.
- (1) More than fifty percent (50%) of the Advisory Council members shall be older persons, including minority individuals who are participants or who are eligible to participate in Title III programs (Ref. 45 CFR, 1321.57). However, an appointed member of the Guam Council on Senior Citizens and any Vendor providing direct or indirect services for this program shall not serve as a member of the Service Provider's Advisory Council. The Advisory Council is required to consist of the following:
- (a) Representatives of older persons;
 - (b) Representatives of health care provider organizations, including providers of veterans' health care (if appropriate);
 - (c) Representatives of supportive services providers organizations, including Title III providers, Public Health Nursing and organizations who assist persons who have a disability;
 - (d) Persons with leadership experience in the private and voluntary sectors;
 - (e) Local elected officials; and
 - (f) The general public.
- (2) Service Provider is required to provide the meeting venue, administrative support services and submit program progress reports and client suggestions to the Advisory Council. Service Provider's Board of Directors or paid program personnel shall not serve in the capacity of Advisory Council members. The Executive or Program Director is required to attend and contribute to the meetings. At the initial meeting, at a minimum, the Advisory Council is required to elect a President, Vice President and Secretary from their members.

- (3) The Advisory Council is required to recommend and advocate for changes in policies and functions to the contractor's Board of Directors that promotes the maximum development of this program.
 - (4) Service Provider is required to submit to DPHSS, DSC by October 31st of every program year, a list of its Advisory Council members, to include identification of Council Officers, as applicable. Any subsequent changes to Council membership shall be reported in the Monthly Program Summary.
 - (5) Service Provider is required not to employ or enter into an agreement with any person serving on its Advisory Council, Board of Directors or its equivalent so as to ensure there is no conflict of interest.
- M. **Report of Abuse or Neglect of Seniors and Adults with a Disability.** Service Provider will ensure when there are suspected cases of abuse or neglect of Seniors and Adults with a Disability that there is an immediate verbal report and a written report within 48 hours to the Bureau of Adult Protective Services, DSC or its contracted Vendor of Guma Serenidad, an emergency receiving home with a Crisis Intervention Hotline. (Ref. P.L. 31-278, Title 10 GCA, Chapter 2).
- N. **Report of Abuse or Neglect of Children.** Service Provider will ensure that there is an immediate verbal report of suspected cases of abuse or neglect of children and provide a written report within 48 hours to the Child Protective Services Unit, Bureau of Social Services Administration (Ref. P.L. 20-209, Title 19 GCA, Chapter 13).
- O. **Financial Exploitation of the Elderly and Individuals with Disabilities.** Service Provider is advised there is a (new) P.L. 35-50 (effective Nov, 25, 2019) codified at 9 GCA Chapter 32, Relative to Protecting Elderly Persons and Disabled Adults from Financial Exploitation by Providing Criminal Punishment for Those Who Harm Elderly Persons and Individuals with Disabilities. "*Elderly person* means a person fifty-five years of age or older who is suffering from the infirmities of aging as manifested by advanced age or organic brain damage, or other physical, mental, or emotional dysfunction, to the extent that the ability of the person to provide adequately for the person's own care or protection is impaired." And "*Individual with a disability* mean a person eighteen (18) years of age or older who suffers a condition of physical or mental incapacitation due to a developmental disability, organic brain damage, or mental illness, or who has one (1) or more physical or mental limitations that restrict a person's ability to perform the normal activities of daily living. Service Provider shall not violate 9 GCA Ch. 32 in its services under this Agreement."

2. Section II Subsection (2) of the MOU is replaced in their entirety with the following:

"Compensation

Compensation in the amount of Five Hundred Sixty Thousand Six Hundred Eleven Dollars and Four Cents (\$560,611.04) for the period from October 1, 2020 through February 28, 2021, subject to the appropriation, allocation and availability of funds is agreed to in this Agreement. The Service Provider shall be compensated monthly upon the submission of monthly program invoices. Payments shall be based upon AGREED UPON COST submitted less disallowed costs and penalties. Compensation is based upon the aggregate of the AGREED COSTS submitted during the term of this Agreement but may be LESS THAN Five Hundred Sixty Thousand Six Hundred Eleven Dollars and Four Cents (\$560,611.04) for services provided up to February 28, 2021, but in no event shall it

exceed Five Hundred Sixty Thousand Six Hundred Eleven Dollars and Four Cents (\$560,611.04), unless otherwise provided for in this Agreement.

The Amended "Attachment A" includes an additional Seven Hundred Eighty Four Thousand Eight Hundred Fifty Five Dollars and Forty-Six Cents (\$784,855.46) for the period from March 1, 2021 through September 30, 2021 for a Fiscal Year 2021 total not to exceed amount of One Million Three Hundred Forty-Five Thousand Four Hundred Sixty-Six Dollars and Fifty-Cents (\$1,345,466.50) subject to the appropriation, allocation and availability of funds. DPHSS anticipates additional funds in the amount of Seven Hundred Eighty Four Thousand Eight Hundred Fifty Five Dollars and Forty-Six Cents (\$784,855.46).

The parties will execute an amendment to this Agreement to add additional funds."

3. Section III of the MOU is replaced in its entirety with the following:

"Term

The parties extend the term of their MOU through September 30, 2023, subject to satisfactory performance in keeping with the grant objectives, and the mutual agreement as to Intra-Governmental Work Orders Plans – Budgets, and the appropriation, allocation and availability of funds."

4. Section IV of the MOU, Access to Records and Other Review, is modified throughout as to replacing "three (3) year(s)", with "five (5) year(s)". *The change is required by the CARES Act Funds, which required five (5) years.*

"All other terms and conditions remain the same."

-----Signature Page Follows-----

Corrected Fifth Amendment MOU Between
DPHSS/DSC and MCOG for the ADC Program
FY 2021 Oct 1, 2020 through Sept 30, 2021

IN WITNESS WHEREOF, the parties have entered into "this Corrected Fifth Amendment" to the MOU on the dates indicated by their respective names.

MAYORS' COUNCIL OF GUAM

DEPARTMENT OF PUBLIC HEALTH & SOCIAL SERVICES

[Signature]

[Signature]

ANGEL R. SABLAN

ARTHUR U. SAN AGUSTIN, MHR

Executive Director

Director, DPHSS

Date: 1-19-21

Date: JAN 21 2021

CERTIFIED FUNDS AVAILABLE:

[Signature]
TOMMY C. TAITAGUE, CERTIFYING OFFICER DPHSS

Date: 1.21.21

- Account No.: 5101G191730MA102230
- Account No.: 5101G201730MA102230
- Account No.: 5101G201730MA102230
- Account No.: 5101H201730CV121230
- Account No.: 5100A211730GA003230
- Account No.: 5101G211730MA102230

- Amount No.: *\$172,246.97 (Work Request Amendment 1)
- Amount No.: \$100,000.00
- Amount No.: \$121,490.10 (**additional)
- Amount No.: \$166,873.97
- Amount No.: \$0.00
- Amount No.: \$0.00

*Balance available from 5100Z192800WR440
**An additional amount of \$121,490.10 to the prior S439,120.94

Document No.: C21-1700-064

Period Covering: Effective Date

Subject to appropriation, allocation and availability of funds

Total Amount: \$560,611.04

Vendor No.: M0099278

APPROVED:

CLEARED PER
BBMR'S REVIEW

APPROVED AS TO LEGALITY AND FORM:

[Signature]
LESTER L. CARLSON, JR.

Director, Bureau of Budget and Management Research

Date: JAN 29 2021

[Signature]
LEEVIN TAITANO CAMACHO, ESQ

Attorney General of Guam

Date: 2/12/21

APPROVED:

[Signature]

LOURDES A. LEON GUERRERO

Governor of Guam, MAGA'HAGA'

Date: 2/22/21

RECEIVED

JAN 26 2021
21.7.17.0015
Bureau of Budget and Management Research

IN WITNESS WHEREOF, the parties have entered into "this Corrected Fifth Amendment" to the MOU on the dates indicated by their respective names.

MAYORS' COUNCIL OF GUAM



ANGEL R. SABLAN

Executive Director

Date: 1-19-21

DEPARTMENT OF PUBLIC HEALTH
& SOCIAL SERVICES



ARTHUR U. SAN AGUSTIN, MHR

Director, DPHSS

Date: JAN 21 2021

CERTIFIED FUNDS AVAILABLE:



TOMMY C. TAITAGUE, CERTIFYING OFFICER DPHSS

Date: 1.21.21

- Account No.: 5101G191730MA102230
- Account No.: 5101G201730MA102230
- Account No.: 5101G201730MA102230
- Account No.: 5101H201730CV121230
- Account No.: 5100A211730GA003230
- Account No.: 5101G211730MA102230

- Amount No.: *\$172,246.97 (Work Request Amendment 1)
- Amount No.: \$100,000.00
- Amount No.: \$121,490.10 (**additional)
- Amount No.: \$166,873.97
- Amount No.: \$0.00
- Amount No.: \$0.00

*Balance available from 5100Z192800WR440
**An additional amount of \$121,490.10 to the prior S439,120.94

Document No.: C21-1700-064

Period Covering: Effective Date

Subject to appropriation, allocation and availability of funds

Total Amount: \$560,611.04

Vendor No.: M0099278

APPROVED:

LESTER L. CARLSON, JR.

Director, Bureau of Budget and
Management Research

Date: _____

APPROVED AS TO LEGALITY
AND FORM:



LEEVIN TAITANO CAMACHO, ESQ

Attorney General of Guam

Date: 2/12/21

DPHSS 20-0560

APPROVED:



LOURDES A. LEON GUERRERO

Governor of Guam, MAGA'HAGA'

Date: 2/22/2021

Amended "ATTACHMENT A" Compensation (Part 1 of 3)
Service Provider Negotiated and Approved Program Budget

The total not to exceed compensation of One Million Three Hundred Forty-Five Thousand Four Hundred Sixty-Six Dollars and Fifty-Cents (\$1,345,466.50) is agreed to in the Service Provider ADC Negotiated and Approved Program Budget for Fiscal Year 2021 for the period from October 1, 2020 through September 30, 2021, subject to the appropriation, allocation and availability of funds.

The pro-rata total monthly amount is One Hundred Twelve Thousand One Hundred Twenty Two Dollars and Twenty-One Cents (\$112,122.21) for the months of October 1, 2020 through September 30, 2021. There may be multiple certifications of funds to this Agreement within any fiscal year.

A total not to exceed compensation of Five Hundred Sixty Thousand Six Hundred Eleven Dollars and Four Cents (\$560,611.04) for the period from October 1, 2020 through February 28, 2021 is certified to the Agreement, at time of execution, with the remaining amount of Seven Hundred Eighty Four Thousand Eight Hundred Fifty Five Dollars and Forty-Six Cents (\$784,855.46) anticipated to be received, for the remaining period from March 1, 2021 through September 30, 2021. The parties will sign an amendment to this Agreement in the event additional funds are received, and are appropriated, allocated and available for certification to this Agreement.

The Projected Monthly Average Cost Amount are as follows:

Month 1	October-20	112,122.21
Month 2	November-20	112,122.21
Month 3	December-20	112,122.21
Month 4	January-21	112,122.21
Month 5	February-21	112,122.21
Month 6	March-21	112,122.21
Month 7	April-21	112,122.21
Month 8	May-21	112,122.21
Month 9	June-21	112,122.21
Month 10	July-21	112,122.21
Month 11	August-21	112,122.21
Month 12	September-21	112,122.21
Total Amount Not To Exceed		1,345,466.50

All other terms and conditions remain the same.

Approved By:



Angel R. Sablan, Executive Director/Date
Mayors' Council of Guam

Approved By:



Arthur U. San Agustin, MHR/Date
DPHSS Acting Director

Corrected Fifth Amendment MOU Between
DPHSS/DSC and MCOG for the ADC Program
FY 2021 Oct 1, 2020 through Sept 30, 2021

“Attachment A”- Approved Program Budget Part 1 of 2

ADULT DAY CARE SERVICES PROGRAM
PROGRAM BUDGET - MAYORS' COUNCIL OF GUAM
Period Covering: October 1, 2020- September 30, 2021
Approved FY2021 Program Funding

110 PERSONNEL		% of	Per	Per	Total Benefits	TOTAL
Position No.	Position Title	Allocation	Hr.	Annum		COSTS
MSCO-514	Program Coordinator III	100%	21.04	45,014	16,353	61,367
MSCO-515	Community Health Nurse II	50%	21.05	21,896	7,093	28,989
MSCO-516	Community Health Nurse II	50%	21.05	21,896	7,093	28,989
MSCO-517	Community Health Nurse II	50%	21.05	21,896	7,093	28,989
MSCO-518	Customer Service Supervisor	100%	14.95	31,076	22,460	53,536
MSCO-519	Customer Service Representative	100%	12.75	26,520	14,735	41,255
MSCO-520	Customer Service Supervisor	100%	14.95	31,076	9,781	40,857
MSCO-521	Customer Service Supervisor	100%	14.95	31,076	9,781	40,857
MSCO-522	Homemaker-1	100%	11.89	24,729	12,946	37,675
MSCO-523	Homemaker-2	100%	11.89	24,729	7,923	32,652
MSCO-524	Homemaker-3	100%	11.89	24,729	13,352	38,081
MSCO-525	Homemaker-4	100%	11.89	24,729	7,923	32,652
MSCO-526	Homemaker-5	100%	11.89	24,729	10,820	35,549
MSCO-527	Homemaker-6	100%	11.89	24,729	10,414	35,143
MSCO-528	Homemaker-7	100%	11.89	24,729	17,057	41,786
MSCO-529	Homemaker-8	100%	11.89	24,729	7,923	32,652
MSCO-530	Homemaker-9	100%	11.89	24,729	7,923	32,652
MSCO-531	Homemaker-10	100%	11.89	24,729	7,923	32,652
MSCO-532	Homemaker-11	100%	11.89	24,729	7,923	32,652
MSCO-533	Homemaker-12	100%	11.89	24,729	7,923	32,652
MSCO-534	Homemaker (P.T.)-1	50%	11.89	12,365	4,302	16,667
MSCO-535	Homemaker-1	100%	11.89	24,729	21,346	46,075
MSCO-536	Homemaker-2	100%	11.89	24,729	7,923	32,652
MSCO-537	Homemaker-3	100%	11.89	24,729	7,923	32,652
MSCO-538	Homemaker-4	100%	11.89	24,729	15,600	40,329
MSCO-539	Homemaker-5	100%	11.89	24,729	21,349	46,078
MSCO-540	Homemaker-6	100%	11.89	24,729	7,923	32,652
MSCO-541	Homemaker-7	100%	11.89	24,729	10,414	35,143
MSCO-542	Homemaker-8	100%	11.89	24,729	7,923	32,652
MSCO-543	Homemaker-9	100%	11.89	24,729	21,349	46,078
MSCO-544	Homemaker-10	100%	11.89	24,729	7,923	32,652
MSCO-545	Homemaker-11	100%	11.89	24,729	13,352	38,081
MSCO-546	Homemaker-2	100%	11.89	24,729	16,056	40,785
MSCO-547	Homemaker-3	100%	11.89	24,729	21,346	46,075
MSCO-548	Homemaker-4	100%	11.89	24,729	7,923	32,652
MSCO-549	Homemaker-5	100%	11.89	24,729	10,820	35,549
MSCO-550	Homemaker-6	100%	11.89	24,729	13,352	38,081
MSCO-551	Homemaker-7	100%	11.89	24,729	21,349	46,078
<i>*Position MSCO-551 previously Homemaker-7 (South)</i>						
Sub-Total Program Staff		38 Positions		959,956.00	452,612.00	1,412,568.00

220 TRAVEL

Local Travel Reimbursement of mileage @ 7,340 miles x \$5.58 (for 12 months) 4,257.20

Sub-Total Travel

4,257.20


ANGEL R. SABLAN, Mayors' Council of Guam, Executive Director

1-19-21
Date


CHARLENE D. SAN NICOLAS, MPA, Acting Senior Citizens Administrator

1-19-21
Date

Corrected Fifth Amendment MOU Between
 DPHSS/DSC and MCOG for the ADC Program
 FY 2021 Oct 1, 2020 through Sept 30, 2021

230 CONTRACTUAL		
Building Maintenance	ACS - Fire Alarm, Sanitary Permit, Mini- Construction, Sewer Maintenance (Central)	35,900.89
Internet		3,415.50
Trash Removal		9,093.61
Certification & Training	Homemaker / First Aid / CPR	7,030.00
Sub-Total Contractual		55,440.00
233 BUILDING RENTAL		
Building Rent		
Sub-Total Building Rental		0.00
240 SUPPLIES/MATERIALS		
Office & Household Supplies		15,000.00
Sub-Total Supplies/Materials		15,000.00
250 EQUIPMENT (under \$5,000.00)		
		2,000.00
Sub-Total Equipment (under \$5,000.00)		2,000.00
271 Drug Testing Charges		
Drug Testing		800.00
Sub-Total Drug Testing		800.00
360 UTILITIES		
Power		20,000.00
Water		20,000.00
Telephone		2,000.00
Sub-Total Utilities		42,000.00
450 CAPITAL OUTLAY (above \$5,000.00)		
		0.00
Sub-Total Capital Outlay		0.00
TOTAL OPERATIONAL BUDGET / PROGRAM COST		1,532,065.28

FY 2021 - 12 Month Program Budget subject to appropriation, allocation, and availability of funds.
 Period: October 1, 2020 - September 30, 2021



 ANGEL R. SABLAN, Mayors' Council of Guam, Executive Director

1-19-21

 Date



 CHARLENE D. SAN NICOLAS, MPA, Acting Senior Citizens Administrator

1-19-21

 Date

RECEIVED

JAN 26 2021

GOVERNMENT OF GUAM
DEPARTMENT OF ADMINISTRATION
FINANCIAL MANAGEMENT SYSTEM

INTRA - GOV'T OF GUAM
WORK REQUEST

ACCOUNT: 5100Z192800WR440 *Bureau of Budget and Management Research* Original Request Amendment No.: 1

FROM Department of Public Health & Social Services <i>ORIGINATING DEPT.</i>	REQUEST NO. W1917000017 <i>(9 digits only)</i>
TO Mayors' Council of Guam <i>ACCEPTING DEPT.</i>	ACCOUNT NO. 5101G191730MA102230 (\$177,246.97) <i>(19 digits only)</i>
AMOUNT AUTHORIZED \$ 177,246.97	VENDOR NO. M0099278 <i>(8 characters only)</i>
DESIRED COMPLETION DATE 9/30/2021 <i>MM/DD/YYYY</i>	OBLIGATION END DATE 9/30/2021 <i>MM/DD/YYYY</i>
	EXPENDITURE END DATE 9/30/2021 <i>MM/DD/YYYY</i>

Hinks AC 12-18-20

WORK / SOURCE DESCRIPTION / or AMENDMENT JUSTIFICATION : [Program Title] **Adult Day Care Services Program**
The Adult Day Care Services Program provides services to approximately 119 eligible frail older individual's age 60 and older on any given service day during authorized operating hours at approved center locations who have been determined to be functionally impaired and are at risk of institutionalization, and to provide respite services for families and caregivers of these individuals. This work request is prepared to ensure the expenditure of funds for the Adult Day Care Services Program.

CERTIFICATION OF FUNDS AVAILABILITY	REQUESTING OFFICIAL
<i>Tommy C. Tarrague</i> Tommy C. Tarrague CERTIFYING OFFICER'S NAME / SIGNATURE	<i>Arthur U. San Agustin</i> Arthur U. San Agustin, MHR Acting Director REQUESTING OFFICIAL'S NAME / SIGNATURE
NOV 12 2020 DATE	09/30/2020 DATE

COST BREAKDOWN

OBJECT CLASSIFICATION	ORIGINAL	AMENDMENT	RESERVE	AMOUNT
111 - SALARIES & WAGES	\$ 87,828.49	\$ 7,498.48		\$ 95,326.97 87,828.49
113 - FRINGE BENEFITS	47,628.48	(7,498.48)		40,130.00 47,628.48
220 - TRAVEL	4,000.00			4,000.00
230 - CONTRACTUAL SERVICES	31,800.00			31,800.00
233 - BUILDING RENT	-			
240 - SUPPLIES & MATERIAL	5,000.00			5,000.00
250 - EQUIPMENT	-			
271 - DRUG TESTING CHARGES	-			
361 - POWER				
362 - WATER				
363 - TELEPHONE	1,190.00			1,190.00
450 - CAPITAL OUTLAY				
TOTAL	\$ 177,246.97	\$	\$	\$ 177,246.97

Hinks AC 12-18-20

Hinks AC 12-18-20

BBMR USE ONLY	ACCEPTING DEPT./ AGENCY USE ONLY	DOA USE ONLY
REMARKS: CLEARED PER BBMR'S REVIEW	REMARKS:	
<i>ESTER L. CARLSON, JR.</i> ESTER L. CARLSON, JR. BBMR Acting Director	<i>ANGEL R. SABLAN</i> ANGEL R. SABLAN MCOG Executive Director	REVIEWED BY DATE
JAN 29 2021 DATE	7/20/20 ACCEPTED BY DATE	APPROVED BY DATE



GOVERNMENT OF GUAM
DEPARTMENT OF ADMINISTRATION
FINANCIAL MANAGEMENT SYSTEM

**INTRA - GOV'T OF GUAM
WORK REQUEST**

ACCOUNT: 5100Z192800WR440

Original Request

Amendment No.: 1

FROM <u>Department of Public Health & Social Services</u> <small>ORIGINATING DEPT.</small>	REQUEST NO. <u>W1917000017</u> <small>(9 digits only)</small>
TO <u>Mayors' Council of Guam</u> <small>ACCEPTING DEPT.</small>	ACCOUNT NO. <u>5101G191730MA102230 (\$177,246.97)</u> <small>with Object Class (19 digits only)</small>
AMOUNT AUTHORIZED \$ 177,246.97	VENDOR NO. <u>M0099278</u> <small>(8 characters only)</small>
DESIRED COMPLETION DATE <u>9/30/2021</u> <small>MM/DD/YYYY</small>	OBLIGATION END DATE <u>9/30/2021</u> <small>MM/DD/YYYY</small>
	EXPENDITURE END DATE <u>9/30/2021</u> <small>MM/DD/YYYY</small>

Write up 12-18-20

WORK / SOURCE DESCRIPTION / or AMENDMENT JUSTIFICATION : [Program Title] **Adult Day Care Services Program**
The Adult Day Care Services Program provides services to approximately 119 eligible frail older individual's age 60 and older on any given service day during authorized operating hours at approved center locations who have been determined to be functionally impaired and are at risk of institutionalization, and to provide respite services for families and caregivers of these individuals. This work request is prepared to ensure the expenditure of funds for the Adult Day Care Services Program.

CERTIFICATION OF FUNDS AVAILABILITY	REQUESTING OFFICIAL
<i>Tommy C. Taitague</i> Tommy C. Taitague CERTIFYING OFFICER'S NAME / SIGNATURE	<i>Arthur U. San Agustin</i> Arthur U. San Agustin, MHR Acting Director REQUESTING OFFICIAL'S NAME / SIGNATURE
<u>NOV 12 2020</u> DATE	<u>09/30/2020</u> DATE

COST BREAKDOWN

OBJECT CLASSIFICATION	ORIGINAL	AMENDMENT	RESERVE	AMOUNT
111 - SALARIES & WAGES \$	87,628.49 \$	<u>7,498.48</u> \$		<u>95,126.97</u> 87,628.49
113 - FRINGE BENEFITS	47,628.48	<u>(7,498.48)</u>		<u>40,130.00</u> 47,628.48
220 - TRAVEL	4,000.00			4,000.00
230 - CONTRACTUAL SERVICES	31,800.00			31,800.00
233 - BUILDING RENT	-			-
240 - SUPPLIES & MATERIAL	5,000.00			5,000.00
250 - EQUIPMENT	-			-
271 - DRUG TESTING CHARGES	-			-
361 - POWER				
362 - WATER				
363 - TELEPHONE	1,190.00			1,190.00
450 - CAPITAL OUTLAY	-			-
TOTAL \$	177,246.97 \$			177,246.97

Write up 12-18-20

Write up 12-18-20

BBMR USE ONLY	ACCEPTING DEPT / AGENCY USE ONLY	DOA USE ONLY
REMARKS:	REMARKS:	REVIEWED BY DATE
<u>ESTER L. CARLSON, JR.</u> BBMR Acting Director APPROVED BY	<i>Angel R. Sablan</i> ANGEL R. SABLAN MCOG Executive Director ACCEPTED BY	
DATE	DATE	DATE



GOVERNMENT OF GUAM
DEPARTMENT OF ADMINISTRATION
FINANCIAL MANAGEMENT SYSTEM

**INTRA - GOV'T OF GUAM
WORK REQUEST**

ACCOUNT: 5100Z192800WL

Original Request

Amendment No.:

FROM <u>Department of Public Health & Social Services</u> <small>ORIGINATING DEPT.</small>		REQUEST NO. <u>W19-1700-0017</u> <small>(9 digits only)</small>	
TO <u>Mayors' Council of Guam</u> <small>ACCEPTING DEPT.</small>		ACCOUNT NO. <u>5101G191730MA102230 (\$117,246.97)</u> <small>with Object Class (19 digits only)</small>	
AMOUNT AUTHORIZED \$ 117,246.97		VENDOR NO. <u>M0099278</u> <small>(8 characters only)</small>	
DESIRED COMPLETION DATE <u>9/30/2019</u> <small>MM / DD / YYYY</small>	OBLIGATION END DATE <u>9/30/2019</u> <small>MM / DD / YYYY</small>	EXPENDITURE END DATE <u>9/30/2019</u> <small>MM / DD / YYYY</small>	

WORK / SOURCE DESCRIPTION / or AMENDMENT JUSTIFICATION: (Program Title) Adult Day Care Services Program
The Adult Day Care Services Program provides services to approximately 119 eligible frail older individual's age 60 and older on any given service day during authorized operating hours at approved center locations who have been determined to be functionally impaired and are at risk of institutionalization, and to provide respite services for families and caregivers of these individuals. This work request is prepared to ensure the expenditure of funds for the Adult Day Care Services Program.

CERTIFICATION OF FUNDS AVAILABILITY		REQUESTING OFFICIAL	
<u>Tommy C. Taitague</u> CERTIFYING OFFICER'S NAME / SIGNATURE	<u>MAR 15 2019</u> DATE	<u>Linda Ujpingco DeNorgey, MPH Acting Director</u> REQUESTING OFFICIAL'S NAME / SIGNATURE	<u>3/15/19</u> DATE

COST BREAKDOWN					
OBJECT CLASSIFICATION	ORIGINAL	AMENDMENT	RESERVE	AMOUNT	
111 - SALARIES & WAGES	\$ 87,628.49	\$	\$	\$ 87,628.49	
113 - FRINGE BENEFITS	47,628.48			47,628.48	
220 - TRAVEL	4,000.00			4,000.00	
230 - CONTRACTUAL SERVICES	31,800.00			31,800.00	
233 - BUILDING RENT	-			-	
240 - SUPPLIES & MATERIAL	5,000.00			5,000.00	
250 - EQUIPMENT	-			-	
271 - DRUG TESTING CHARGES	-			-	
361 - POWER					
362 - WATER					
363 - TELEPHONE	1,190.00			1,190.00	
450 - CAPITAL OUTLAY	-			-	
TOTAL	\$ 177,246.97	\$	\$	\$ 177,246.97	

RECEIVED
MAR 18 2019 5:15 PM
Bureau of Budget and Management Research

REMARKS: <u>[Signature]</u> LESTER L. CARLSON, JR. BBMR Acting Director APPROVED BY	BBMR USE ONLY CLEARED PER BBMR'S REVIEW <u>[Signature]</u> MAR 25 2019 DATE	REMARKS: <u>[Signature]</u> ANGEL R. SABLAN MCOG Executive Director APPROVED BY	ACCEPTING DEPT / AGENCY USE ONLY <u>[Signature]</u> 3/14/19 DATE	DOA USE ONLY REVIEWED BY DATE APPROVED BY DATE
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GOVERNMENT OF GUAM
DEPARTMENT OF ADMINISTRATION
FINANCIAL MANAGEMENT SYSTEM

**INTRA - GOV'T OF GUAM
WORK REQUEST**

ACCOUNT: 5100Z192800WR440

Original Request

Amendment No.: 1

FROM Department of Public Health & Social Services
ORIGINATING DEPT.

REQUEST NO. W191700001
(9 digits only)

11/18/20

TO Mayors' Council of Guam
ACCEPTING DEPT.

ACCOUNT NO. 5101G191730MA102230 (\$177,246.97)
with Object Class (19 digits only)

AMOUNT AUTHORIZED **\$ 177,246.97**

VENDOR NO. M0099278
(8 characters only)

DESIRED COMPLETION DATE 9/30/2021
MM/DD/YYYY

OBLIGATION END DATE 9/30/2021
MM/DD/YYYY

EXPENDITURE END DATE 9/30/2021
MM/DD/YYYY

WORK / SOURCE DESCRIPTION /
or AMENDMENT JUSTIFICATION: [Program Title] Adult Day Care Services Program

The Adult Day Care Services Program provides services to approximately 119 eligible frail older individual's age 60 and older on any given service day during authorized operating hours at approved center locations who have been determined to be functionally impaired and are at risk of institutionalization, and to provide respite services for families and caregivers of these individuals. This work request is prepared to ensure the expenditure of funds for the Adult Day Care Services Program.

CERTIFICATION OF FUNDS AVAILABILITY

REQUESTING OFFICIAL

Tommy C. Taitague
Tommy C. Taitague
CERTIFYING OFFICER'S NAME / SIGNATURE
NOV 12 2020
DATE

Arthur U. San Agustin
Arthur U. San Agustin, MHR Acting Director
REQUESTING OFFICIAL'S NAME / SIGNATURE
09/30/2020
DATE

COST BREAKDOWN

OBJECT CLASSIFICATION	ORIGINAL	AMENDMENT	RESERVE	AMOUNT
111 - SALARIES & WAGES	\$ 87,628.49	\$ 7,498.48		\$ 95,126.97 87,628.49
113 - FRINGE BENEFITS	47,628.48	(7,498.48)		40,130.00 47,628.48
220 - TRAVEL	4,000.00			4,000.00
230 - CONTRACTUAL SERVICES	31,800.00			31,800.00
233 - BUILDING RENT	-			-
240 - SUPPLIES & MATERIAL	5,000.00			5,000.00
250 - EQUIPMENT	-			-
271 - DRUG TESTING CHARGES	-			-
361 - POWER	-			-
362 - WATER	-			-
363 - TELEPHONE	1,190.00			1,190.00
450 - CAPITAL OUTLAY	-			-
TOTAL	\$ 177,246.97	\$	\$	\$ 177,246.97

RECEIVED

DEC 18 2020

**Bureau of Budget and
Management Research**

BBMR USE ONLY

ACCEPTING DEPT / AGENCY USE ONLY

DOA USE ONLY

REMARKS:

REMARKS:

REVIEWED BY DATE

ESTER L. CARLSON, JR.
ESTER L. CARLSON, JR.
BBMR Director

**CLEARED PER
BBMR'S REVIEW**

DEC 21 2020

ANGEL R. SABLAN
ANGEL R. SABLAN
MCOG Executive Director

APPROVED BY DATE

ACCEPTED BY DATE

APPROVED BY DATE

Page 2
12/16/20

Display Appropriation Accounts Record

DSPAPPN
13:40:32

```

Appropriation account . : 5101G191730MA102230
Account name . . . . . : TITLE III-B SUPPORTIVE SERVICE
Authorization number . :
Grant award number . . : 1901GUOASS-00          OLDER AMER ACT SUPPORTIVE SVCS
Catalog number . . . . . : 93.044
Governmental func code : PH                PUBLIC HEALTH
Appropriation func code: 7300            Public Health
Federal percent . . . . . : .8500
Local percent . . . . . : .1500
Local account number . : 5100G191730MT953290
Job order number . . . . : 173019102230
Begin date . . . . . : 10 1 2018
Lapse date . . . . . : 9 30 2021
Obligation end date . . : 9 30 2021
Expenditure end date . . : 12 30 2021
Add user, date . . . . . : ACCARILA    12 20 2018
Update user, date . . . :

```

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PHSSNICC              Appropriation Accounts              WRKAPPN
12/16/20              To date is for 08/2020              13:42:21
Position to Account . . . . . 5101G191730MA

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Opt Account No	Account name	Object Description	Fund Avail
	Total Approp	YTD Allot - (Expend + Encumb) =	
5101G191730MA102230	TITLE III-B SUPPORTIVE SERVICE CONTRACT		
	923,838.00	923,838.00 884,989.50	38,848.50

Page 1
12/16/20

Display Encumbrance Record

DSPPO
13:43:25

```

Encumbrance number . . . . : W191700001
Encumbrance status . . . . : 0                Close date . . . . :
Encumbrance date . . . . . : 3 29 2019
Batch . . . . . : 01
Appropriation acct no . . . : 5101G191730MA102230 TITLE III-B SUPPORTIVE SERVICE
Z appropriation ref acct . . : 5100Z192800WR440111 ADULT DAY CARE SVC PROG (FED)
                               Last Closed      Open FY      To date
                               7/2019          9/2020       12/2020
Encumbrance amount . . . . . : 177246.97          177246.97
Payments to date . . . . . : 5000.00            5000.00
Outstanding encumbrance . . : 172246.97          172246.97
Discount amount . . . . . :
Prior reference . . . . . : W191700001
Vendor number . . . . . : M0099278 MAYORS COUNCIL OF GUAM
Vendor invoice . . . . . :
Last payment date . . . . . :
Job order . . . . . : 173019102230
Continuing agreement flag :
Expiration date . . . . . : 9 30 2019                Bottom

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PHSSNICC              Appropriation Accounts              WRKAPPN
12/16/20              To date is for 08/2020              13:47:28
Position to Account . . . . . 5100Z192800WR440

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Type option, press Enter.

5=Display 6=Print 8=Transaction 9=Budget 10=Encumbrnce
 11=Acct Total 12=Work Reqs 13=Dsp FAS 14=Inv issues 16=FGIA

Opt	Account No	Account name	Object Description	Total Approp	YTD Allot - (Expend + Encumb) =	Fund Avail
	5100Z192800WR440111	ADULT DAY CARE SVC PROG (FED)	REGULAR SALARY	87,628.49		87,628.49
	5100Z192800WR440113	ADULT DAY CARE SVC PROG (FED)	FRINGE	47,628.48		47,628.48
	5100Z192800WR440220	ADULT DAY CARE SVC PROG (FED)	TRAVEL	4,000.00		4,000.00
	5100Z192800WR440230	ADULT DAY CARE SVC PROG (FED)	CONTRACT	31,800.00		31,800.00
	5100Z192800WR440240	ADULT DAY CARE SVC PROG (FED)	SUPPLIES	5,000.00	5,000.00	
	5100Z192800WR440363	ADULT DAY CARE SVC PROG (FED)	TELECOMM	1,190.00		1,190.00
	5100Z192800WR440800	ADULT DAY CARE SVC PROG (FED)	EXP REIM	5,000.00-	5,000.00-	

PHSSNICC Appropriation Accounts WRKAPPN
 12/16/20 To date is for 08/2020 13:47:28
 Position to Account 5100Z192800WR440

FY 2020
 Appropriation account number : 5100Z192800WR440
 Obligation end date :
 Original Appropriation :
 Budget Adjustments :
 Total Appropriation :

	Current Period	Year To Date
Allotments :		172,246.97
Expenditures :		
Outstanding Encumbrances :		
Funds Available :	172,246.97	
Unallotted Balance :		
Funds in Reserve :		

Page 1 Display Encumbrance Record DSPPO
 12/16/20 13:44:26

Encumbrance number : W191700002
 Encumbrance status : 0 Close date :
 Encumbrance date : 4 9 2019
 Batch : 01
 Appropriation acct no : 5101G191730MA102230 TITLE III-B SUPPORTIVE SERVICE
 Z appropriation ref acct : 5100Z192800WR439111 SENIOR CENTER OPERATIONS FY19

	Last Closed	Open FY	To date
	7/2019	9/2020	12/2020
Encumbrance amount :		127580.82	127580.82
Payments to date :		98191.59	98191.59
Outstanding encumbrance :		29389.23	29389.23
Discount amount :			
Prior reference :	W191700002		
Vendor number :	M0099278	MAYORS COUNCIL OF GUAM	
Vendor invoice :			
Last payment date :			
Job order :	173019102230		

Continuing agreement flag :
Expiration date : 9 30 2019

Bottom

PHSSNICC Appropriation Accounts WRKAPPN
12/16/20 To date is for 08/2020 13:45:31
Position to Account 5100Z192800WR439

Opt Account No	Account name	Object Description	
	Total Approp	YTD Allot - (Expend + Encumb) =	Fund Avail
5100Z192800WR439111	SENIOR CENTER OPERATIONS	FY19 REGULAR SALARY	
	88,818.91	73,512.51	15,306.40
5100Z192800WR439113	SENIOR CENTER OPERATIONS	FY19 FRINGE	
	38,761.91	24,679.08	14,082.83
5100Z192800WR439800	SENIOR CENTER OPERATIONS	FY19 EXP REIM	
	98,191.59-	98,191.59-	

PHSSNICC Appropriation Accounts WRKAPPN
12/16/20 To date is for 08/2020 13:45:31
Position to Account 5100Z192800WR439

FY 2020

Appropriation account number : 5100Z192800WR439
Obligation end date :

Original Appropriation :
Budget Adjustments :
Total Appropriation :

	Current Period	Year To Date
Allotments :		29,389.23
Expenditures :		
Outstanding Encumbrances :		
Funds Available :	29,389.23	
Unallotted Balance :		
Funds in Reserve :		

Funding Account: 5101G201730MA102230
Adult Day Care Work Request: \$221,490.10

PHSSNICC Appropriation Accounts WRKAPPN
1/19/21 Current Period 10:48:43
Position to Account 5101G201730MA102

Opt Account No	Account name	Object Description	
Total Approp	YTD Allot - (Expend + Encumb) =		Fund Avail
5101G201730MA102230	TITLE III-B SUPPORTIVE SERVICE CONTRACT		
527,842.62	527,842.62	181,260.50	346,582.12

	Funds Available
5101G201730MA102	346,582.12
SCO FY21- Initial	52,329.00
ADC FY21-Initial	100,000.00
	194,253.12
ADC FY21-Additional	121,490.10
	72,763.02



GOVERNMENT OF GUAM
DEPARTMENT OF ADMINISTRATION
FINANCIAL MANAGEMENT SYSTEM

RECEIVED

JAN 26 2021

**INTRA - GOV'T OF GUAM
WORK REQUEST**

ACCOUNT: 5100Z202800WR Original Request Amendment No.: _____

FROM <u>Department of Public Health & Social Services</u> <small>ORIGINATING DEPT.</small>	REQUEST NO. <u>W21-1700-003</u> <small>(9 digits only)</small>
TO <u>Mayors' Council of Guam</u> <small>ACCEPTING DEPT.</small>	ACCOUNT NO. <u>5101H201730CV121230 (\$166,873.97)</u> <small>with Object Class (19 digits only)</small>
AMOUNT AUTHORIZED <u>\$ 166,873.97</u>	VENDOR NO. <u>M0099278</u> <small>(8 characters only)</small>
DESIRED COMPLETION DATE <u>9/30/2021</u> <small>MM/DD/YYYY</small>	OBLIGATION END DATE <u>9/30/2021</u> <small>MM/DD/YYYY</small>
	EXPENDITURE END DATE <u>9/30/2021</u> <small>MM/DD/YYYY</small>

WORK / SOURCE DESCRIPTION / or AMENDMENT JUSTIFICATION : [Program Title] Adult Day Care Services Program
The Adult Day Care Services Program provides services to approximately 119 eligible frail older individual's age 60 and older on any given service day during authorized operating hours at approved center locations who have been determined to be functionally impaired and are at risk of institutionalization, and to provide respite services for families and caregivers of these individuals. This work request is prepared to ensure the expenditure of funds for the Adult Day Care Services Program.

CERTIFICATION OF FUNDS AVAILABILITY	REQUESTING OFFICIAL
<u>Tommy C. Tanague</u> CERTIFYING OFFICER'S NAME / SIGNATURE NOV 12 2020 DATE	<u>Arthur U. San Agustin, MHR Acting Director</u> REQUESTING OFFICIAL'S NAME / SIGNATURE 09-29-2020 DATE

COST BREAKDOWN				
OBJECT CLASSIFICATION	ORIGINAL	AMENDMENT	RESERVE	AMOUNT
111 - SALARIES & WAGES	\$ 54,350.00	\$	\$	54,350.00
113 - FRINGE BENEFITS	45,650.00			45,650.00
220 - TRAVEL	3,473.97			3,473.97
230 - CONTRACTUAL SERVICES				
233 - BUILDING RENT	5,000.00	-		5,000.00
240 - SUPPLIES & MATERIAL	10,000.00			10,000.00
250 - EQUIPMENT	13,000.00	-		13,000.00
271 - DRUG TESTING CHARGES	400.00	-		400.00
361 - POWER	30,000.00			30,000.00
362 - WATER	5,000.00			5,000.00
363 - TELEPHONE				
450 - CAPITAL OUTLAY				
TOTAL	\$ 166,873.97	\$	\$	166,873.97

REMARKS: <u>CLEARED PER BBMR'S REVIEW</u> LESTER L. CARLSON, JR. BBMR Acting Director APPROVED BY _____ DATE <u>JAN 29 2021</u>	REMARKS: <u>ANGEL R. SABLAN</u> MCOG Executive Director ACCEPTED BY _____ DATE <u>9/30/20</u>	DOA USE ONLY REVIEWED BY _____ DATE _____ APPROVED BY _____ DATE _____
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GOVERNMENT OF GUAM
DEPARTMENT OF ADMINISTRATION
FINANCIAL MANAGEMENT SYSTEM

**INTRA - GOV'T OF GUAM
WORK REQUEST**

ACCOUNT: 5100Z202800WR

Original Request

Amendment No.: _____

FROM Department of Public Health & Social Services
ORIGINATING DEPT.

REQUEST NO. W21-1700-003
(9 digits only)

TO Mayors' Council of Guam
ACCEPTING DEPT.

ACCOUNT NO. 5101H201730CV121230 (\$166,873.97)
with Object Class (19 digits only)

AMOUNT AUTHORIZED **\$ 166,873.97**

VENDOR NO. M0099278
(8 characters only)

DESIRED COMPLETION DATE 9/30/2021
MM/DD/YYYY

OBLIGATION END DATE 9/30/2021
MM/DD/YYYY

EXPENDITURE END DATE 9/30/2021
MM/DD/YYYY

WORK / SOURCE DESCRIPTION / or AMENDMENT JUSTIFICATION : [Program Title] **Adult Day Care Services Program**
The Adult Day Care Services Program provides services to approximately 119 eligible frail older individual's age 60 and older on any given service day during authorized operating hours at approved center locations who have been determined to be functionally impaired and are at risk of institutionalization, and to provide respite services for families and caregivers of these individuals. This work request is prepared to ensure the expenditure of funds for the Adult Day Care Services Program.

CERTIFICATION OF FUNDS AVAILABILITY
Tommy C. Tanague
Tommy C. Tanague
CERTIFYING OFFICER'S NAME / SIGNATURE
NOV 12 2020
DATE

REQUESTING OFFICIAL
Arthur U. San Agustin
Arthur U. San Agustin, MHR Acting Director
REQUESTING OFFICIAL'S NAME / SIGNATURE
09-29-2020
DATE

COST BREAKDOWN

OBJECT CLASSIFICATION	ORIGINAL	AMENDMENT	RESERVE	AMOUNT
111 - SALARIES & WAGES	\$ 54,350.00	\$	\$	54,350.00
113 - FRINGE BENEFITS	45,650.00			45,650.00
220 - TRAVEL	3,473.97			3,473.97
230 - CONTRACTUAL SERVICES				
233 - BUILDING RENT	5,000.00			5,000.00
240 - SUPPLIES & MATERIAL	10,000.00			10,000.00
250 - EQUIPMENT	13,000.00			13,000.00
271 - DRUG TESTING CHARGES	400.00			400.00
361 - POWER	30,000.00			30,000.00
362 - WATER	5,000.00			5,000.00
363 - TELEPHONE				
450 - CAPITAL OUTLAY				
TOTAL	\$ 166,873.97	\$	\$	166,873.97

RECEIVED
DEC-18-2020
Bureau of Budget and Management Research

BBMR USE ONLY
REMARKS:
LESTER L. CARLSON, JR.
LESTER L. CARLSON, JR.
BBMR Director
APPROVED BY
DEC 21 2020
DATE

ACCEPTING DEPT / AGENCY USE ONLY
REMARKS:
ANGEL R. SABLAN
ANGEL R. SABLAN
MCOG Executive Director
ACCEPTED BY
9/30/20
DATE

DOA USE ONLY
REVIEWED BY
DATE
APPROVED BY
DATE



GOVERNMENT OF GUAM
DEPARTMENT OF ADMINISTRATION
FINANCIAL MANAGEMENT SYSTEM

**INTRA - GOV'T OF GUAM
WORK REQUEST**

ACCOUNT: 5100Z202800WR

Original Request

Amendment No.: _____

FROM <u>Department of Public Health & Social Services</u> <i>ORIGINATING DEPT.</i>	REQUEST NO. <u>W21-1700-003</u> <i>(9 digits only)</i>	
TO <u>Mayors' Council of Guam</u> <i>ACCEPTING DEPT.</i>	ACCOUNT NO. <u>5101H201730CV121230 (\$166,873.97)</u> <i>with Object Class (19 digits only)</i>	
AMOUNT AUTHORIZED \$ 166,873.97	VENDOR NO. <u>M0099278</u> <i>(8 characters only)</i>	
DESIRED COMPLETION DATE <u>9/30/2021</u> <i>MM/DD/YYYY</i>	OBLIGATION END DATE <u>9/30/2021</u> <i>MM/DD/YYYY</i>	EXPENDITURE END DATE <u>9/30/2021</u> <i>MM/DD/YYYY</i>

WORK / SOURCE DESCRIPTION / or AMENDMENT JUSTIFICATION: [Program Title] Adult Day Care Services Program
The Adult Day Care Services Program provides services to approximately 119 eligible frail older individual's age 60 and older on any given service day during authorized operating hours at approved center locations who have been determined to be functionally impaired and are at risk of institutionalization, and to provide respite services for families and caregivers of these individuals. This work request is prepared to ensure the expenditure of funds for the Adult Day Care Services Program.

CERTIFICATION OF FUNDS AVAILABILITY	REQUESTING OFFICIAL
<u>Tommy C. Tanague</u> CERTIFYING OFFICER'S NAME / SIGNATURE	<u>Arthur U. San Agustin, MHR Acting Director</u> REQUESTING OFFICIAL'S NAME / SIGNATURE
<u>NOV 12 2020</u> DATE	<u>09-30-2020</u> DATE

COST BREAKDOWN				
OBJECT CLASSIFICATION	ORIGINAL	AMENDMENT	RESERVE	AMOUNT
111 - SALARIES & WAGES	\$ 54,350.00	\$	\$	54,350.00
113 - FRINGE BENEFITS	45,650.00			45,650.00
220 - TRAVEL	3,473.97			3,473.97
230 - CONTRACTUAL SERVICES				
233 - BUILDING RENT	5,000.00	-		5,000.00
240 - SUPPLIES & MATERIAL	10,000.00			10,000.00
250 - EQUIPMENT	13,000.00	-		13,000.00
271 - DRUG TESTING CHARGES	400.00	-		400.00
361 - POWER	30,000.00			30,000.00
362 - WATER	5,000.00			5,000.00
363 - TELEPHONE				
450 - CAPITAL OUTLAY				
TOTAL	\$ 166,873.97	\$	\$	\$ 166,873.97

BBMR USE ONLY	ACCEPTING DEPT / AGENCY USE ONLY	DOA USE ONLY
REMARKS:	REMARKS:	
<u>LESTER L. CARLSON, JR.</u> BBMR Acting Director	<u>ANGEL R. SABLAN</u> MCOG Executive Director	REVIEWED BY _____ DATE _____
APPROVED BY _____ DATE _____	ACCEPTED BY _____ DATE _____	APPROVED BY _____ DATE _____



GOVERNMENT OF GUAM
DEPARTMENT OF ADMINISTRATION
FINANCIAL MANAGEMENT SYSTEM

RECEIVED

JAN 26 2021

INTRA - GOV'T OF GUAM
WORK REQUEST

ACCOUNT: Bureau of Budget and Management Research Original Request Amendment No.:

FROM Department of Public Health & Social Services REQUEST NO. W21-1700-0010
ORIGINATING DEPT. (19 digits only)

TO Mayors' Council of Guam ACCOUNT NO. 5101G201730MA102230 (\$221,490.10)
ACCEPTING DEPT. with Object Class (19 digits only)

AMOUNT AUTHORIZED \$ 221,490.10 VENDOR NO. M0099278
(8 characters only)

DESIRED COMPLETION DATE 9/30/2021 OBLIGATION END DATE 9/30/2021 EXPENDITURE END DATE 9/30/2021
MM/DD/YYYY MM/DD/YYYY MM/DD/YYYY

WORK / SOURCE DESCRIPTION / or AMENDMENT JUSTIFICATION: [Program Title] Adult Day Care Services Program
The Adult Day Care Services Program provides services to approximately 119 eligible frail older individual's age 60 and older on any given service day during authorized operating hours at approved center locations who have been determined to be functionally impaired and are at risk of institutionalization, and to provide respite services for families and caregivers of these individuals. This work request is prepared to ensure the expenditure of funds for the Adult Day Care Services Program.

CERTIFICATION OF FUNDS AVAILABILITY REQUESTING OFFICIAL

Tommy C. Tailague 1.21.21 Arthur J. San Agustin JAN 21 2021
CERTIFYING OFFICER'S NAME / SIGNATURE DATE REQUESTING OFFICIAL'S NAME / SIGNATURE DATE

COST BREAKDOWN				
OBJECT CLASSIFICATION	ORIGINAL	AMENDMENT	RESERVE	AMOUNT
111 - SALARIES & WAGES	\$ 143,074.22	\$	\$	143,074.22
113 - FRINGE BENEFITS	78,415.88			78,415.88
220 - TRAVEL				
230 - CONTRACTUAL SERVICES				
233 - BUILDING RENT				
240 - SUPPLIES & MATERIAL				
250 - EQUIPMENT				
271 - DRUG TESTING CHARGES				
361 - POWER				
362 - WATER				
363 - TELEPHONE				
450 - CAPITAL OUTLAY				
TOTAL	\$ 221,490.10	\$	\$	221,490.10

REMARKS: **CLEARED PER BBMR'S REVIEW** JAN 29 2021

REMARKS: Angel R. Sablan 1-19-21

LESTER L. CARLSON, JR. BBMR Director APPROVED BY DATE

ANGEL R. SABLAN MCOG Executive Director ACCEPTED BY DATE

REVIEWED BY DATE APPROVED BY DATE



GOVERNMENT OF GUAM
DEPARTMENT OF ADMINISTRATION
FINANCIAL MANAGEMENT SYSTEM

**INTRA - GOV'T OF GUAM
WORK REQUEST**

ACCOUNT: _____

Original Request

Amendment No.: _____

FROM	Department of Public Health & Social Services <i>ORIGINATING DEPT.</i>	REQUEST NO.	W21-1700-0010 <i>(9 digits only)</i>
TO	Mayors' Council of Guam <i>ACCEPTING DEPT.</i>	ACCOUNT NO.	5101G201730MA102230 (\$221,490.10) <i>(19 digits only)</i>
AMOUNT AUTHORIZED	\$ 221,490.10	VENDOR NO.	M0099278 <i>(8 characters only)</i>
DESIRED COMPLETION DATE	9/30/2021 <i>MM / DD / YYYY</i>	OBLIGATION END DATE	9/30/2021 <i>MM / DD / YYYY</i>
		EXPENDITURE END DATE	9/30/2021 <i>MM / DD / YYYY</i>

WORK / SOURCE DESCRIPTION / or AMENDMENT JUSTIFICATION : [Program Title] **Adult Day Care Services Program**
The Adult Day Care Services Program provides services to approximately 119 eligible frail older individual's age 60 and older on any given service day during authorized operating hours at approved center locations who have been determined to be functionally impaired and are at risk of institutionalization, and to provide respite services for families and caregivers of these individuals. This work request is prepared to ensure the expenditure of funds for the Adult Day Care Services Program.

CERTIFICATION OF FUNDS AVAILABILITY	REQUESTING OFFICIAL
<i>Tommy C. Taitague</i> CERTIFYING OFFICER'S NAME / SIGNATURE	<i>Arthur O. San Agustin</i> REQUESTING OFFICIAL'S NAME / SIGNATURE
1.21.21 DATE	JAN 21 2021 DATE

COST BREAKDOWN				
OBJECT CLASSIFICATION	ORIGINAL	AMENDMENT	RESERVE	AMOUNT
111 - SALARIES & WAGES	\$ 143,074.22	\$	\$	143,074.22
113 - FRINGE BENEFITS	78,415.88			78,415.88
220 - TRAVEL				
230 - CONTRACTUAL SERVICES				
233 - BUILDING RENT		-		
240 - SUPPLIES & MATERIAL				
250 - EQUIPMENT		-		
271 - DRUG TESTING CHARGES		-		
361 - POWER				
362 - WATER				
363 - TELEPHONE				
450 - CAPITAL OUTLAY				
TOTAL	\$ 221,490.10	\$	\$	221,490.10

BBMR USE ONLY	ACCEPTING DEPT / AGENCY USE ONLY	DOA USE ONLY
REMARKS:	REMARKS:	REVIEWED BY DATE
LESTER L. CARLSON, JR. BBMR Director	<i>Angel R. Sablan</i> ANGEL R. SABLAN MCOG Executive Director	
APPROVED BY DATE	1-19-21 ACCEPTED BY DATE	APPROVED BY DATE

Corrected Fifth Amendment MOU Between
 DPHSS/DSC and MCOG for the ADC Program
 FY 2021 Oct 1, 2020 through Sept 30, 2021

Amended Attachment B- Notice of Awards



DEPARTMENT OF HEALTH & HUMAN SERVICES

Administration for Community Living
 Washington, D.C. 20201

Notice of Award

Title of Program: (OASS) Older Americans Act Title III - Supportive Services
Award Authority: P.L. 116-131 (OAA)

Grantee:
 Guam
 Guam Division of Senior Citizens
 Department of Public Health and Social Services
 Senior Citizens Administrator
 123 Chalan Karela
 MANGILAO, GUAM 96913 6304

Date: July 31, 2020
Grant No.: 2001GUOASS-03
Award Instrument: Grant (Formula)
Project Period: 10-01-2019 - 09-30-2021
Budget Period: 10-01-2019 - 09-30-2021

EIN: 1980018947B5 **CFDA:** 93.044 **Object Class Code:** 41.15
DUNS#: 778904292

Appropriation	CAN	Award This Action	Cumulative Grant Award to Date
75-20-0142	2020,2994315	\$32,745.00	\$969,215.00
	Total	\$32,745.00	\$969,215.00

ACL Contact Information:
 Please find your assigned ACL programmatic and fiscal contacts on ACL's website at <https://www.acl.gov/grants/acl-mandatory-grants-programmatic-and-fiscal-contacts>


 Tanielle Chandler
 ACL Grants Officer

Terms and Conditions:

1. This grant award is issued under Older Americans Act of 1965, as amended through P.L. 116-131, enacted March 25, 2020. The terms and conditions of this Notice of Award (NoA) and other requirements have the following order of precedence: (1) statute; (2) executive order; (3) program regulation; (4) administrative regulation found in 45 CFR Part 75; (5) agency policies; and (6) Any additional terms and conditions and remarks on NoA.

Please visit ACL's website at <https://www.acl.gov/grants/managing-grant> to view some of these terms and conditions such as:

- SAM.gov / DUNS Requirement
- National Policies including Trafficking Victims Protection Act, Whistleblower Protections, and DOMA: Implementation of Same-Sex Spouses/Marriages

Corrected Fifth Amendment MOU Between
DPHSS/DSC and MCOG for the ADC Program
FY 2021 Oct 1, 2020 through Sept 30, 2021

ACL Title of Program: Older Americans Act Title III - Supportive Services
Grant No.: 2001GUOASS-03
Date: July 31, 2020

- Federal Funding Accountability and Transparency Act (FFATA)
- Federal Awardee Performance and Integrity Information System (FAPIS)

2. By requesting or receiving funds under this award, the recipient assures that it will carry out the project/program described in its approved state plan(s) and will comply with the terms and conditions and other requirements of this award.

3. **SF-425 Financial Reporting:** Grantee is required to submit SF-425s on a semi-annual basis. Beginning with this FFY2020 grant, the SF-425 and the "AoA Title III supplemental form to the SF-425" shall be submitted using the HHS' Payment Management System (PMS). The "AoA Title III supplemental form to the SF-425" should be attached to the SF-425 in PMS. PMS website is located at: <https://pms.psc.gov>. Reports are due within 30 days for the periods ending March 31 and September 30 (i.e., due April 30 and October 30), through September 30, 2021, a final PMS drawdown and a final SF-425 are due within 90 days after September 30, 2021 (i.e., due December 30, 2021). If a final SF-425 report will be submitted by December 30, 2021, a semi-annual report is not required to be filed by October 30, 2021.

4. Federal participation cannot exceed 75% of the total State and Area plan administration costs. The remaining 25% represents the State and local matching share. Federal participation cannot exceed 85% of the total III-B (less Long Term Care Ombudsman services outlays), C-1 and C-2 service costs. Of the remaining 15% matching share, one third (5%) must come from State sources. Federal participation cannot exceed 75% of the total III-E costs. The remaining 25% represents the State and local matching share.

5. **Federal Cash Reporting:** On the SF-425 form, lines 10 a, through c, are reported on a quarterly calendar year basis (for the periods ending 12/31, 3/31, 6/30, 9/30) at the HHS' Payment Management System (PMS). PMS website is located at: <https://pms.psc.gov>. Reconciliation of advances and disbursements is required for each quarter and the report must be completed within 30 days of the end of each quarter (i.e., by 1/30, 4/30, 7/30, 10/30). This reporting requirement is separate from completing the entire SF-425 as denoted in the financial reporting term.

Remarks:

1. The grant award for this program to your state under the approved plan of the state agency has been approved for the current period of the fiscal year in the amount shown above. Award level represents FY 2020 final funding.

2. Payment under this award will be made available through the HHS Departmental Payment Management System (PMS). PMS provides instructions for making withdrawals of Federal funds. When requesting payment from PMS, please use your P account login and reference the Grant No. listed above for payment. Instructions regarding payments can be obtained at <https://pms.psc.gov/training/pms-user-guide.html#Request>, or contact your PSC Account Liaison; 1-877-614-5533; PMSSupport@psc.gov.



Notice of Award - No-Cost Extension

Title of Program: (OASS) Older Americans Act Title III - Supportive Services
Award Authority: P.L. 116-131 (OAA)

Grantee:
Guam
Guam Division of Senior Citizens
Department of Public Health and Social Services
Senior Citizens Administrator
123 Chalan Kareta
MANGILAO, GUAM 96913 6304

Date: June 16, 2020
Grant No.: 1901GUOASS-04
Award Instrument: Grant (Formula)
Project Period: 10-01-2018 - 09-30-2021
Budget Period: 10-01-2018 - 09-30-2021

EIN: 1980018947B5 **CFDA:** 93.044 **Object Class Code:** 41.15
DUNS#: 778904292

Appropriation	CAN	Award This Action	Cumulative Grant Award to Date
75-19-0142	2019,2994315	\$0	\$957,166.00
	Total	\$0	\$957,166.00

ACL Contact Information:
Please find your assigned ACL programmatic and fiscal contacts on ACL's website at <https://www.acl.gov/grants/acl-mandatory-grants-programmatic-and-fiscal-contacts>


Renee Carruthers
ACL Grants Officer

Terms and Conditions:

- Updated SF-425 Financial Reporting: Grantee is required to submit SF-425 and the AoA Title III supplemental form to the SF-425 on a semi-annual basis. Reports are due within 30 days for the periods ending March 31 and September 30 (i.e., due April 30 and October 30), through September 30, 2021, a final PMS drawdown and a final SF-425 are due within 90 days after September 30, 2021 (i.e., due December 30, 2021). Download the forms from <https://www.acl.gov/sites/default/files/grants/SF425%20Federal%20Financial%20Report.pdf> and submit the completed forms to the fiscal specialist identified in the award. Complete all lines, as appropriate, including lines 10. a through c.
- All previous terms and conditions remain in effect unless revised by this Notice of Award.

Corrected Fifth Amendment MOU Between
DPHSS/DSC and MCOG for the ADC Program
FY 2021 Oct 1, 2020 through Sept 30, 2021

ACL Title of Program: Older Americans Act Title III - Supportive Services
Grant No.: 1901GUOASS-04
Date: June 16, 2020

Remarks:

1. This amendment provides a no-cost extension of the project / budget period for 12 months through 9/30/2021 per OMB Memo M-20-17 "Administrative Relief for Recipients and Applicants of Federal Financial Assistance Directly Impacted by the Novel Coronavirus (COVID-19) due to Loss of Operations" dated March 19, 2020. Grantee must submit all required reports in accordance with the Terms and Conditions of Award and applicable regulations and policy.
2. All previous remarks remain the same.

Corrected Fifth Amendment MOU Between
 DPHSS/DSC and MCOG for the ADC Program
 FY 2021 Oct 1, 2020 through Sept 30, 2021



DEPARTMENT OF HEALTH & HUMAN SERVICES

Administration for Community Living
 Washington, D.C. 20201

Notice of Award

Title of Program: (SSC3) CARES Act for Supportive Services under Title III-B of the Older Americans Act
Award Authority: P.L. 116-136 (CARES Act) under P.L. 116-131 (OAA)

Grantee:
 Guam
 Guam Division of Senior Citizens
 Department of Public Health and Social Services
 Director
 123 Chalan Kareta
 MANGILAO, GUAM 96913 6304

Date: April 20, 2020

Grant No.: 2001GUSSC3-00
Award Instrument: Grant (Formula)
Project Period: 04-01-2020 - 09-30-2021
Budget Period: 04-01-2020 - 09-30-2021

EIN: 1980018947B5
DUNS#: 778904292

CFDA: 93.044

Object Class Code: 41.15

Appropriation	CAN	Award This Action	Cumulative Grant Award to Date
75-2021-0142	2020.299C3SS	\$500,000.00	\$500,000.00
	Total	\$500,000.00	\$500,000.00

ACL Contact Information:

Please find your assigned ACL programmatic and fiscal contacts on ACL's website at <https://www.acl.gov/grants/acl-mandatory-grants-programmatic-and-fiscal-contacts>.



Tanielle Chandler
ACL Grants Officer

Terms and Conditions:

1. This formula grant award is issued under the authority of the Coronavirus Aid, Relief, and Economic Security (CARES) Act, P.L. 116-136 for activities authorized under Title III of the Older Americans Act of 1965, as amended through P.L. 116-131, enacted March 25, 2020. The terms and conditions of this Notice of Award (NoA) and other requirements have the following order of precedence: (1) statute; (2) executive order; (3) program regulation; (4) administrative regulation found in 45 CFR Part 75; (5) agency policies; and (6) Any additional terms and conditions and remarks on NoA.

Please visit ACL's website at <https://www.acl.gov/grants/managing-grant> to view some of these terms and conditions such as:

- SAM.gov / DUNS Requirement

Corrected Fifth Amendment MOU Between
DPHSS/DSC and MCOG for the ADC Program
FY 2021 Oct 1, 2020 through Sept 30, 2021

ACL Title of Program: CARES Act for Supportive Services under Title III-B of the Older Americans Act
Grant No.: 2001GUSSC3-00
Date: April 20, 2020

- National Policies including Trafficking Victims Protection Act, Whistleblower Protections, and DOMA: Implementation of Same-Sex Spouses/Marriages
- Federal Funding Accountability and Transparency Act (FFATA)
- Federal Awardee Performance and Integrity Information System (FAPIIS)

2. By requesting or receiving funds under this award, the recipient assures that it will carry out the project/program described in its approved state plan(s) and will comply with the terms and conditions and other requirements of this award.

3. **SF-425 Financial Reporting:** Grantee is required to submit SF-425s on a semi-annual basis. Beginning with this FFY2020 grant, the SF-425 and the "AoA Title III supplemental form to the SF-425" shall be submitted using the HHS' Payment Management System (PMS). The "AoA Title III supplemental form to the SF-425" should be attached to the SF-425 in PMS. PMS website is located at: <https://pms.psc.gov>. Reports are due within 30 days for the periods ending March 31 and September 30 (i.e., due April 30 and October 30), through September 30, 2021, a final PMS drawdown and a final SF-425 are due within 90 days after September 30, 2021 (i.e., due December 30, 2021). If a final SF-425 report will be submitted December 30, 2021, a semi-annual report is not required to be filed for report ending September 30, 2021.

4. Federal participation cannot exceed 75% of the total State and Area plan administration costs. The remaining 25% represents the State and local matching share.

5. Federal participation requirements under sections 304(d)(1)(D) (85% of total III-B, C-1, and C-2 service costs) and 309(b)(2) (1/3 of the 15% State matching share) of the OAA shall not apply to funds received under this grant award.

6. **Federal Cash Reporting:** On the SF-425 form, lines 10 a. through c. are reported on a quarterly calendar year basis (for the periods ending 12/31, 3/31, 6/30, 9/30) at the HHS' Payment Management System (PMS). PMS website is located at: <https://pms.psc.gov>. Reconciliation of advances and disbursements is required for each quarter and the report must be completed within 30 days of the end of each quarter (i.e., by 1/30, 4/30, 7/30, 10/30). This reporting requirement is separate from completing the entire SF-425 as denoted in the financial reporting term.

Remarks:

1. The grant award for this program to your state under the approved plan of the state agency has been approved for the project period listed above. The period for liquidation of the obligations is through December 30, 2021.

2. Payment under this award will be made available through the HHS Departmental Payment Management System (PMS). PMS provides instructions for making withdrawals of Federal funds. When requesting payment from PMS, please use your P account login and reference the Grant No. listed above for payment. Instructions regarding payments can be obtained at <https://pms.psc.gov/training/pms-user-guide.html#Request>, or contact your PSC Account Liaison; 1-877-614-5533; PMSsupport@psc.gov.

3. This Notice of Award provides one time funding to support preventing, preparing for and responding to Coronavirus Disease 2019 (COVID-19), as outlined in the Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020, P.L. 116-123. Additionally, as provided for in Office of Management and Budget Memorandum M-20-11 – Administrative Relief for Recipients and Applicants of Federal Financial Assistance Directly Impacted by the Novel Coronavirus (COVID-19), ACL authorizes recipients to incur pre-award costs prior to the effective date of this award dating back to January 20, 2020.

Corrected Fifth Amendment MOU Between
DPHSS/DSC and MCOG for the ADC Program
FY 2021 Oct 1, 2020 through Sept 30, 2021

Attachment C - Subaward Data Sheet (Part 1 of 2)

Subaward Data

(i)	Subrecipient Name	Mayors Council of Guam
(ii)	Subrecipient Unique Entity Identifier:	8550020032
(iii)	Federal Award Identification Number (FAIN):	2001GUOASS 1901GUOASS 2001GUSCC3-00
(iv)	Federal Award Date of Award to the Recipient by the Federal Agency:	July 31, 2020 (2001GUOASS-03) June 16, 2020 (1901GUOASS-04) April 20, 2020 (2001GUSCC3-00)
(v)	Subaward Period of Performance Start Date:	October 1, 2020
	Subaward Period of Performance End Date:	September 30, 2021
(vi)	Subaward Budget Period Start Date	October 1, 2020
	Subaward Budget Period End Date	September 30, 2021
(vii)	Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient:	\$501,550.48
(viii)	Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Financial Obligation:	\$560,611.04 <i>(includes local match required funds)</i>
(ix)	Total Amount of the Federal Award Committed to the Subrecipient by the Pass-Through Entity:	\$501,550.48
(x)	Federal Award Project Description:	Adult Day Care- Provides Personal care for dependent elders in a supervised, protective, and congregate setting during some portion of a day.
(xi)	Name of Federal Awarding Agency:	Department of Health & Human Services Administration for Community Living
	Name of Pass-Through Entity:	Guam Division of Senior Citizens
	Contact Information for Federal Awarding Official:	ACL REGIONAL ADMINISTRATOR Fay Gordon Telephone: (303) 844-7815 Email: fay.gordon@acl.hhs.gov
	Contact Information for [AGENCY] Authorizing Official:	DIRECTOR Arthur U. San Agustin, MHR Telephone: (671) 638-4512 Email: arthur.sanagustin@dphss.guam.gov
	Contact Information for [AGENCY] Project Director:	ACTING SENIOR CITIZENS ADMINISTRATOR Charlene D. San Nicolas, MPA Telephone: (671) 735-7415 or 735-7421 Email: charlene.sannicolas@dphss.guam.gov

Attachment C - Subaward Data Sheet (Part 2 of 2)

Corrected Fifth Amendment MOU Between
 DPHSS/DSC and MCOG for the ADC Program
 FY 2021 Oct 1, 2020 through Sept 30, 2021

(xii)	Assistance Listing Number and Title (fna) CFDA Number and Name:	93.044 (OASS) Older Americans Act Title III- Supportive Services P.L. 116-131 (OAA); 93.044 (SSC3) CARES Act P.L.116-136 (CARES Act) Under P.L.116-131 (OAA)
(xiii)	Identification of Whether Subaward is R&D:	No R&D
(xiv)	Indirect Cost Rate for [AGENCY] Federal Award:	Not Applicable to these grants
	Subrecipient Indirect Costs:	See Amended A – Approved Budget

Acknowledged Received By:



Angel R. Sablan, Executive Director/Date
 Mayors' Council of Guam

Corrected Fifth Amendment MOU Between
DPHSS/DSC and MCOG for the ADC Program
FY 2021 Oct 1, 2020 through Sept 30, 2021

Attachment D - Updated

Updated - HHS ACL Federal Grant Requirements (01-14-2021)
To The Already Existing
MOU - COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS
Department of Public Health and Social Services
Division of Senior Services
U.S. Department of Health and Human Services
Administration of Community Living – Older Americans Act Title III-B

Federal Grant Funds

See: HHS ACL's Website: [Managing a Grant | ACL Administration for Community Living](https://acl.gov/grants/managing-grant)
<https://acl.gov/grants/managing-grant>

The MCOG shall comply with the updated HHS ACL Federal Grant Requirements, and shall pass through these requirements as applicable in any procurement with Federal funds in whole or in part, under the MOU between DPHSS/DSC and the MCOG.

DPHSS/DSC subrecipients of HHS ACL grants must comply with all the applicable terms and conditions outlined in the MOU and the Notice of Grant Award(s), including grant policy terms and conditions contained in applicable HHS Grants Policy Statements, and requirements imposed by program statutes and regulations, executive orders, and HHS grant administration regulations, as applicable; as well as any requirements or limitations in any applicable appropriations acts.

[45 CFR Part 75—Uniform Administrative Requirements, Cost Principles, and Audit Requirements For HHS Awards](#)

Prohibition on certain telecommunications and video surveillance services or equipment

Effective August 13, 2020, HHS issued new provisions to loan, grant or cooperative agreement awards (does not apply to no-competing continuation awards):

As described in CFR 200.216, recipients and subrecipients are prohibited to obligate or spend grant funds (to include direct and indirect expenditures as well as cost share and program) to:

- (1) Procure or obtain,
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into contract (or extend or renew contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or

Corrected Fifth Amendment MOU Between
DPHSS/DSC and MCOG for the ADC Program
FY 2021 Oct 1, 2020 through Sept 30, 2021

the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

SAM.gov / DUNS Requirement

Effective October 1, 2010, HHS requires all entities that plan to apply for and ultimately receive federal grant funds from any HHS Operating/Staff Division (OPDIV/STAFFDIV) or receive subawards directly from the recipients of those grant funds to:

1. Register in SAM.GOV prior to submitting an application or plan;
2. Maintain an active SAM.GOV registration with current information at all times during which it has an active award or an application or plan under consideration by an OPDIV; and
3. Provide its DUNS number in each application or plan to submit to the OPDIV.

[See the SAM Quick Guide for Grantees.](#)

Consolidated Appropriations Act, 2020, Public Law 116-94

Salary Limitation

The General Provisions in the Consolidated Appropriations Act, 2020 (Public Law 116-94), signed into law on December 20, 2019, includes provisions for a salary rate limitation. The law limits the salary amount that may be awarded and charged to ACL grants and cooperative agreements. Award funds may not be used to pay the salary of an individual at a rate in excess of Executive Level II. The Executive Level II salary of the Federal Executive Pay scale is \$197,300[HL(1)]. This amount reflects an individual's base salary exclusive of fringe and any income that an individual may be permitted to earn outside of the duties to the applicant organization. This salary limitation also applies to subawards/subcontracts under an ACL grant or cooperative agreement. Note that these or other salary limitations will apply in FY 2020, as required by law[CR(2)].

Gun Control (Section 217) "None of the funds made available in this title may be used, in whole or in part, to advocate or promote gun control."

Restriction on Distribution of Sterile Needles (Section 522) "Notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug."

Anti-Lobbying (Section 503)

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

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

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

Trafficking Victims Protection Act

A. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, sub-recipients under this award, and sub-recipients' employees may not —

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a sub-recipient that is a private entity —

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either —

a. Associated with performance under this award; or

b. Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 376.

B. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a sub-recipient that is a private entity —

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either —

i. Associated with performance under this award; or

ii. Imputed to the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 376

C. Provisions applicable to any recipient. 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.

1. Of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity

D. Definitions. For purposes of this award term:

1. "Employee" means either:

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- i. An individual employed by you or a sub-recipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery
3. "Private entity":
- i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - a. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b)
 - b. A for-profit organization
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)

Security and Privacy

Should the collection of information require the use of an information technology system (2 CFR 200.58), the grant recipient and subrecipient(s) will be expected to adhere to [the NIST Cybersecurity Framework](#) to help ensure the security of any system used or developed by the grant recipient or subrecipient(s). In particular, if the data to be collected includes Personally Identifiable Information (PII, 2CFR 200.79) or Protected PII (2 CFR 200.82), the grant recipient and subrecipient(s) must apply the appropriate security controls required to protect the privacy and security of the collected PII and/or Protected PII.

Whistleblower Protections

Grantees are hereby given notice the National Defense Authorization Act of 2013 extending whistleblower protections for contractor employees applies to this award. Further guidance may be found at Public Law 112-239, as amended.

DOMA: Implementation of Same-Sex Spouses/Marriages

United States v. Windsor, 133 S.Ct. 2675 (June 26, 2013); section 3 of the Defense of Marriage Act, codified at 1 USC § 7. All grantees are expected to recognize any same-sex marriage legally entered into in a U.S. jurisdiction that recognizes their marriage, including one of the 50 states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply Federal statutory or regulatory references to such terms as "marriage," "spouse," "family," "household member" or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in HHS statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein.

Federal Funding Accountability and Transparency Act (FFATA)

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The FFATA Sub-award Reporting System (FSRS) will collect data from Federal prime awardees on sub-awards they make: a prime grant awardee will be required to report on its sub-grants and a prime contract awardee will be required to report on its sub-contracts.

GRANTS

In accordance with 2 CFR Chapter 1, Part 170 REPORTING SUB-AWARD AND EXECUTIVE COMPENSATION INFORMATION, Prime Awardees awarded a federal grant are required to file a FFATA sub-award report by the end of the month following the month in which the prime awardee awards any sub-grant equal to or greater than \$25,000. The reporting requirements are as follows:

- This requirement is for both mandatory and discretionary grants awarded on or after October 1, 2010.
- All sub-award information must be reported by the prime awardee.
- For those new Federal grants as of October 1, 2010, if the initial award is equal to or over \$25,000, reporting of sub-award and executive compensation data is required.
- If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award will be subject to the reporting requirements, as of the date the award exceeds \$25,000.
- If the initial award equals or exceeds \$25,000 but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the award continues to be subject to the reporting requirements of the Transparency Act and this Guidance.

[FFATA Terms and Conditions](#) (PDF, 37KB)

[FFATA Sub-award Reporting System \(FSRS\)](#)

[FFATA FSRS FAQs](#)

[Federal Awardee Performance and Integrity Information System \(FAPIIS\)](#)

As required by 2 CFR 200 Appendix XII of the Uniform Guidance, non-federal entities (NFEs) are required to disclose in FAPIIS any information about criminal, civil, and administrative proceedings, and/or affirm that there is no new information to provide. This applies to NFEs that receive federal awards (currently active grants, cooperative agreements, and procurement contracts) greater than \$10,000,000 for any period of time during the period of performance of an award/project.

Policy

The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417) was enacted on October 14, 2008. Section 872 of this Act required the development and maintenance of an information system that contains specific information on the integrity and performance of covered federal agency contractors and grantees. FAPIIS was developed to address these requirements. FAPIIS provides users access to integrity and performance information from the FAPIIS reporting module in the Contractor Performance Assessment Reporting System (CPARS), proceedings information from the Entity Management section of the System for Award Management (SAM) database, and suspension/debarment information from the Performance Information section of SAM. See [2 CFR 200 Appendix XII](#) for full citation.


[HHS Grants Policy Statement \(PDF\)](#)

The Department of Health and Human Services (HHS) Grants Policy Statement is intended to make available in a single document the general terms and conditions of HHS discretionary grant and cooperative agreement awards. These general terms and conditions are common across all HHS Operating Divisions (OPDIVs) and apply as indicated in the HHS GPS unless there are statutory, regulatory, or award-specific requirements to the contrary (as specified in individual NoAs). The HHS awarding offices are components of the OPDIVs and Staff Divisions (hereafter "OPDIVs") that have grant-awarding authority.

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Offeror/Bidder/Contractor/Subrecipient agrees to provide DPHSS, DSC a copy of their written policies and procedures in compliance with the above, upon DPHSS, DSC's request.

SUBMITTED BY:

Signature of Authorized Official:		Date:	1-19-21
Name of Authorized Official:	Angel R. Sablan		
Name of Organization:	Mayors' Council of Guam		

Attachment E –Updated

**Updated 2 CFR Part 200 Appendix II Contract Provision Federal Funds (01/14/2021)
 To the Already Existing MOU
 OFFICE OF MANAGEMENT AND BUDGET (OMB) GOVERNMENTWIDE GUIDANCE FOR
 GRANTS AND AGREEMENT
 UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT
 REQUIREMENTS FOR FEDERAL AWARDS**

See the [Electronic Code of Federal Regulations \(eCFR\)](https://www.ecfr.gov/)

<https://www.ecfr.gov/> Title 2 CFR Part 200

Appendix II as updated in keeping with *85 FR 40577, August 13, 2020; OFFICE OF MANAGEMENT AND BUDGET 2 CFR Parts 25, 170, 183, and 200 Guidance for Grants and Agreements ACTION: Final guidance.*

The MCOG shall comply with the updated 2 CFR Part 200, and Appendix II and shall pass through these requirements as applicable in any procurement with Federal funds in whole or in part, under the MOU between DPSS/DSC and the MCOG

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, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

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

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

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solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

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

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

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

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or

attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.323. ⁱ

(K) See §200.216. ⁱⁱ

(L) See §200.322. ⁱⁱⁱ

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

Guam Office of Attorney General Endnotes added for informational purposes as to 85 FR 40577, August 13, 2020; OFFICE OF MANAGEMENT AND BUDGET 2 CFR Parts 25, 170, 183, and 200 Guidance for Grants and Agreements ACTION: Final guidance.

§200.323. Contract cost and price.

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

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

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

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

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

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

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(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.


(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also §200.471.

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

SUBMITTED BY:

Signature of Authorized Official:		Date:	1-19-21
Name of Authorized Official:	Angel R. Sablan		
Name of Organization:	Mayors' Council of Guam		

Attachment F –Fiscal FAQ: Major Disaster Declaration



FISCAL FAQ: MAJOR DISASTER DECLARATION

Older Americans Act Fiscal FAQ Under a Major Disaster Declaration

April 8, 2020

Should a State or Tribe (Title VI grantee) request and receive a Major Disaster Declaration (MDD) by the President under the Stafford Act, it triggers [disaster relief authority in the Older Americans Act \(OAA\)](#). Once a MDD request by a State is approved, Section 310(c) permits states to use any portion of the funds made available under sections of the Act for disaster relief for older individuals. In this regard, flexibility is provided for States – without the need for a separate application, transfer request, or request for a waiver – to use existing allocations already made to them under the Act for disaster relief.

These FAQs are specifically to address the flexibilities provided to States with a MDD.

Timeframes & Definitions of Disaster Relief Services for Older Individuals

ACL considers disaster relief services for older individuals to be any services during the period covered by the State's MDD that are provided to eligible older individuals or family caregivers as defined under the OAA.

States may use any portions of any open OAA grant awards (i.e., FFY 2018, 2019, or 2020) in order to provide disaster relief services. States should communicate with AAAs regarding State expectations for use and reporting of services and funds provided with MDD flexibilities.

Related Questions:

1. What is a regular service vs. a COVID service?
 - Any allowable Older Americans Act service provided to an eligible person under the OAA during this COVID-19 emergency is considered a disaster relief service. See your State's MDD for more information regarding dates.
2. Can we go back to FFY 18 and 19 grants that are still open and exercise the flexibilities under a MDD?
 - Yes. States with a MDD may use any portions of any open OAA grant awards (i.e., FFY 2018, 2019, or 2020) in order to provide disaster relief services.
3. Does the flexibility under the MDD last for the entire FFY?
 - Services provided under the MDD flexibility should be limited to the period of the MDD. However, fiscal reporting (i.e., SF-425) will occur over the usual FFY reporting period. Please also see the recommended order of use of funding under the Fiscal FAQ.
4. Does the flexibility under the MDD apply to NSIP funding too?
 - Yes, but NSIP funds may only be used to purchase domestically produced food products. Additional flexibilities are not available.
5. Does the flexibility under the MDD apply to Title VII too?
 - Yes, the flexibility exists under Title VII.
6. If the major disaster ends, are FFCRA and CARES Act funding no longer available?
 - Funds were appropriated to remain available until September 30, 2021, to prevent, prepare for, and respond to Coronavirus, therefore. It would be prudent to assume that even after the major disaster

public health emergency has concluded there will still be expenses related to the coronavirus response, such as stocking congregate meal kitchens that were suddenly closed, starting back up transportation for seniors, etc.

7. It sounds like the total funding needs to stay within the originating authorization (i.e. regular T-III, FFCRA and CARES), but within each originating authorization the AAA can move funds around as needed. Is that correct?
 - Yes, expenditures of funds must be reported separately for each grant award. Once a Presidentially Declared Major Disaster is approved, an SUA may expend funds from any source within the grant award, but should be mindful to track the source of expenditures.
8. Do flexibilities in “bucketing” funds extend to regular OAA FFY2018, 2019 and 2020 Title III grants?
 - Yes, however please see order of use of funding for additional guidance.
9. Are FFCRA and CARES Act funds available for “bucketing”?
 - Yes, FFCRA and CARES Act funds are available with maximum flexibility when a major disaster declaration has been approved during the incident period as defined in the declaration.
10. Are transfers required to “bucket” funding?
 - States do not have to make transfers once a major disaster declaration has been approved. States have the ability to designate funds as “disaster relief” and spend them in response to the identified needs out of any Part of the Act, and can include FFCRA and CARES Act funding.

Match

For states exercising flexibility with Title III funding under a MDD, the following match requirements apply:

- States can pool match between all services
 - Example: Title III-E service funds have a match requirement of 25%. A State may use overmatch provided for in C-2 Home Delivered Meals, to meet the match requirement during this MDD.
- States may use Service match to meet State Plan and Area Plan Administration match requirements
 - State Plan and Area Plan Administration have a match requirement of 25%. Overmatch from services may be used to meet this match requirement.
 - Additionally, a State may pool the use of overmatch in Regular Title III grants to meet State Plan and Area Plan Administrative match requirements for FFCRA and CARES Act.
 - Example: A State took State Plan Administration in the FFCRA funding, and the State had overmatched Title III C-2, Home Delivered Meals. The State may use that overmatch to meet the State Plan Administration match in FFCRA.
- States should report match as they usually would in the SF-425. Please make a note in Box 12 of the SF-425 report when match is pooled.

Related Questions:

1. Can prior year funding be used for the Major Disaster Declaration and can funds be bucketed? If so, how does this affect match requirements?
 - Yes, States with a MDD may use any portions of any open OAA grant awards (i.e., FFY 2018, 2019, or 2020) in order to provide disaster relief services. In terms of “bucketing” funds, States can use any portion of the funds made available under the OAA for disaster relief for older individuals. For example, a State may use Title III-E funding to provide home delivered meals to older adults that would normally be funded under Title III-C-2. In terms of match requirements, States are still required to meet overall match amounts, but they may be pooled.

Program Income

Program income may be used to expand any OAA service for the duration of the MDD. Program income must be reported under the grant award number in which expenditures were made.

Related Questions:

1. Can program income collected be "bucketed" for use on any program?
 - o Yes, with a major disaster declaration funding during the time period may be expended on OAA allowed activities.
2. How should program income be reported when we are collecting and expending funds out of multiple finding sources?
 - o Program income must be reported on financial reports under the grant award number in which funds were expended for the service. i.e. Title III E funds are paying for home delivered meals which would typically be paid out of C-2, the program income should still be reported under Title III E and not C-2.

Fiscal Reporting

For purposes of reporting on the SF-425, States should be prepared to report as follows:

- States will continue to use the SF-425 and the Title III Supplemental form to the SF-425 to report OAA Title III expenditures, including if a State exercises flexibilities under a MDD.
- States must separately track and report other sources of funding, including supplemental funding under the FFCRA and CARES Act.
- Further guidance will be provided regarding programmatic reporting for States exercising flexibility with Title III funding under a MDD. States should be prepared to track the number of persons served, units provided, and related expenditures.



Office of the Attorney General of Guam

590 S. Marine Corps Drive, Suite 901 ♦ Tamuning, GU 96911

Phone: 671.475.3324 extension 5015 ♦ Fax: 671.477-4703 ♦ Email: ag@oaguam.org

Hon. Leevin Taitano Camacho
Attorney General of Guam

January 6, 2021

AGENCY COMMUNICATION

Ref: DPHSS 20-0560

TO: Director, Department of Public Health and Social Services

ATTENTION: Division of Senior Citizens

FROM: Deputy Attorney General, Solicitors Division

SUBJECT: **Fifth Amendment to Agreement with Mayors Council of Guam for Adult Care Services**

We are returning to the Department the above-captioned contract unsigned by the Attorney General. Our return is at the December 29, 2020 request of Ms. Charlene San Nicolas, Division of Senior Citizens, to Assistant Attorney General Laura J. Mooney.

If you have any questions, please contact AAG Mooney at lmooney@oagguam.org.


KARL P. ESPALDON

Enclosure